BOARD OF TRUSTEES
August 22, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to muhse@wellingtoncolorado.gov. The email must be received by 4:00 p.m. on the day of the meeting. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom information below is for online viewing and listening only.

Please click the link below to join the webinar:
https://us06web.zoom.us/j/84871162393?pwd=UkVaaDE4RmhJaERnallEK1hvNHJ5Zz09
Passcode: 726078
Or One tap mobile :
US: +17207072699,,84871162393# or +17193594580,,84871162393#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623
Webinar ID: 848 7116 2393

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Amendments to Agenda
4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment
2. Presentation

a. Building Permit, Growth Update, and Utility Rate Impact Discussion

- Presentation: Cody Bird, Planning Director; Bob Gowing, Public Works Director; Meagan Smith, Public Works Deputy Director

C. CONSENT AGENDA

1. Resolution No. 28-2023, A Resolution of the Town of Wellington, Colorado to Approve Amending the Larimer Emergency Telephone Authority Intergovernmental Agreement

    - Presentation: Dan Sapienza, Town Attorney

2. August 8, 2023 Regular Meeting Minutes

    - Presentation: Ethan Muhs, Town Clerk

D. ACTION ITEMS

1. Resolution No. 29-2023: A Resolution of the Town of Wellington, Colorado Considering Contracts for Treated Water Storage Tanks Coatings and Improvements

    - Presentation: David Myer

2. Public Hearing and Resolution No. 30-2023: Sage Farms Annexation and the Village at Sage Farms Annexation, Planned Unit Development (PUD) Zoning, and Vested Development Rights for a Site Specific Development Plan

    - Presentation: Cody Bird, Planning Director

3. Consideration of Annexation Agreements and Vested Development Rights for the Sage Farms Annexation and the Village at Sage Farms Annexation

    - Presentation: Cody Bird, Planning Director

4. Ordinance No. 09-2023: An Ordinance of the Town of Wellington, Colorado Conditionally Annexing the Sage Farms Annexation and The Village at Sage Farms Annexation and Establishing Zoning as Planned Unit Development (PUD)

    - Presentation: Cody Bird, Planning Director

E. OTHER BOARDS

1. HONG LU INVESTMENTS LLC dba PAPA'S TABLE - Beer & Wine (City) Liquor License Renewal Application

    - Presentation: Ethan Muhs, Town Clerk

F. REPORTS

1. Town Attorney
2. Town Administrator

a. Board of Trustees Planning Calendar

    - Patti Garcia, Town Administrator

3. Staff Communications

   a. Monthly Utility Report through July 2023

   b. LCSO Report (July)

4. Board Reports

G. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.

Wellington Growth and Utility Revenue Update

August 15, 2023

TOWN OF WELLINGTON

TOWN OF WELLINGTON

Introduction

Introduction – Where We Have Been

- Water Treatment Plant and Wastewater Reclamation Facility identified as needing expansion and system improvements
    - Town managed new growth to stay within existing treatment capacities
- Town engaged citizen roundtables to evaluate strategies for balancing expenses for funding infrastructure projects
    - The community desires to balance the increased expenses between existing and future users
- Revenue projections, based on growth assumptions, are required for financial planning
    - Actual growth has been lower than assumed projections, necessitating a review of prior assumptions and subsequent projections

Background – Treatment Plant Capacities

- Successfully implemented demand management measures
  - Town-treated water not allowed for construction activities
  - Outdoor watering restrictions put in place
  - Worked with new home builders to limit the number of new residential permits
  - Evaluated and adjusted water impact fees, user rates, and raw water contributions
  - Created Water Wise Landscape and Irrigation Design Manual

- Continued to serve existing customers while allowing for purposeful growth
  - Allowed new businesses to open or expand
  - Allowed moderate new residential growth

Background – Purposeful Growth

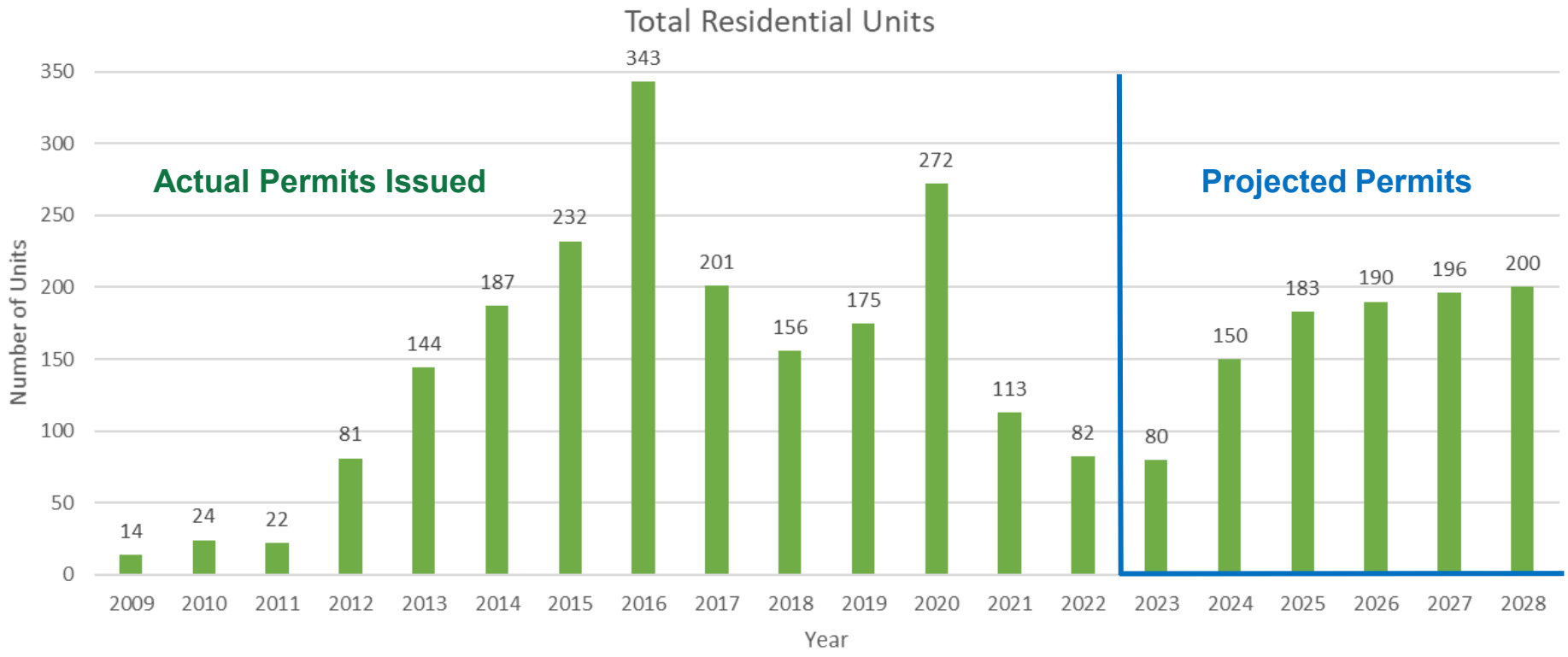
- Created temporary limitations for new development at a time that development demand was very high
  - Successful in managing relationships with development community to achieve moderate growth and protect leveraged investments
  - Development demand and market factors have since changed

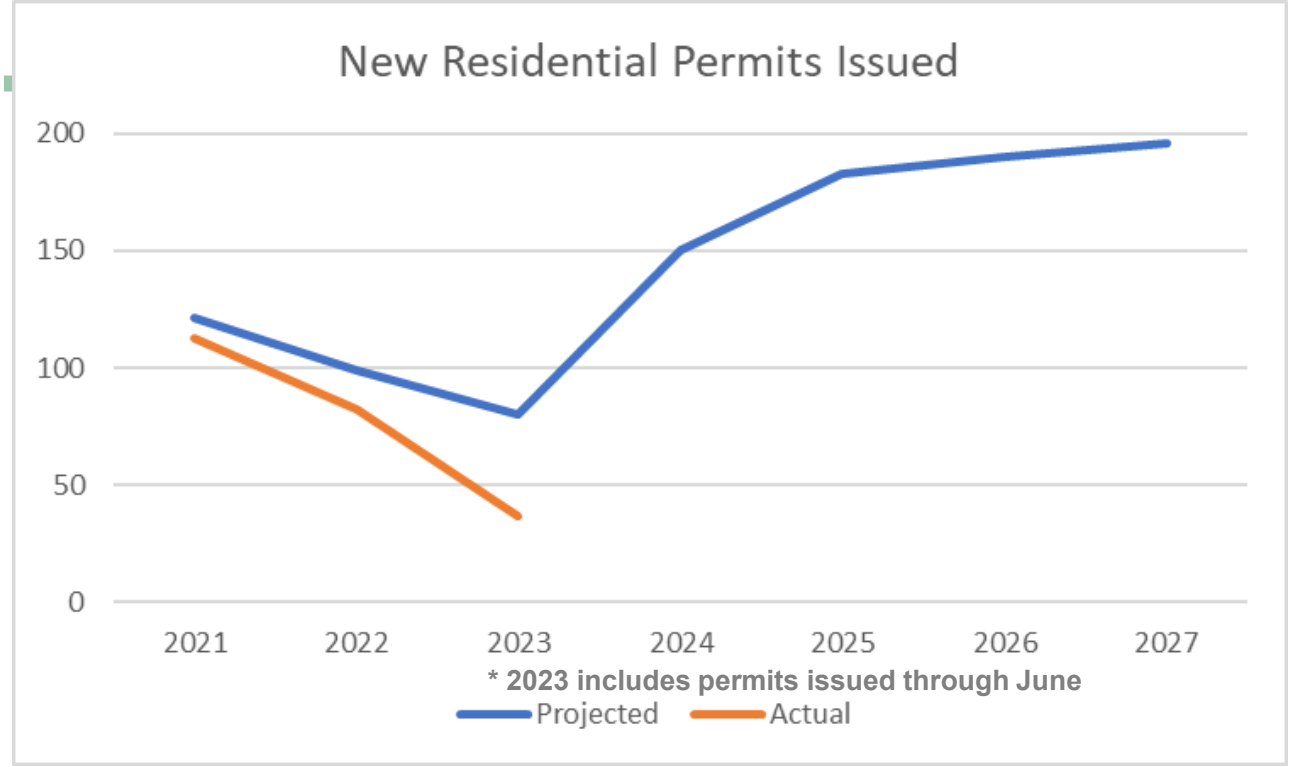
- Completion of infrastructure expansion projects are on-schedule
  - Past limitations to manage demand to capacity are no longer needed
  - Appropriate revenues are needed to ensure financial health
  - Without growth-related revenues, such as impact fees and rate revenue from new customers, additional financial burden will fall to existing rate payers

TOWN OF WELLINGTON

Building Permit Update

Historic and Projected Residential Building Permits





	2021	2022	2023	2024	2025	2026	2027
Projected	121	99	80	150	183	190	196
Actual	113	82	37				
% Variance	7%	17%	54%				
Average Variance	26%						

Residential Lot Inventory (by subdivision)

Subdivison Name	Remaining Lots/Units	Annexed	Zoned	Platted	Infrastructure
~~Boxelder Commons~~	~~0~~	~~Yes~~	~~Single-family~~	~~Yes~~	~~Yes~~
~~Harvest Village Townhomes~~	~~0~~	~~Yes~~	~~Multi-family~~	~~Yes~~	~~Yes~~
~~Wellington Village Townhomes~~	~~0~~	~~Yes~~	~~Multi-family~~	~~Yes~~	~~Yes~~
~~Wellington Row Townhomes~~	~~0~~	~~Yes~~	~~Multi-family~~	~~Yes~~	~~Yes~~
Infill (the Knolls)	2	Yes	Single-family	Yes	Yes
Infill (Fifth St.)	1	Yes	Single-family	Yes	Yes
Infill (Garfield Ave.)	1	Yes	Single-family	Yes	Yes
Sage Meadows	1	Yes	Single-family	Yes	Yes
Columbine Estates	29	Yes	Single-family	Yes	Yes
Sage Meadows 2nd (Phase 1)	45	Yes	Single-family	Yes	No
Sage Meadows 2nd (Phase 2)	58	Yes	Single-family	Yes	No
Saddleback (Phases 1 & 2)	89	Yes	Single-family	Yes	No
Saddleback (Phases 3 & 4)	64	Yes	Single-family	Yes	No
Sundance Phase 1A	60	Yes	Single-family	Yes	No
Sundance Phase 1B	91	Yes	Single-family	Yes	No
Sundance Phase 2	101	Yes	Single-family	Yes	No
Sundance Phase 3	65	Yes	Single-family	Yes	No
Country Lane Acres	41	Yes	Single-family	No	No

Platted Lots	**607**
Buildable Lots (with infrastructure)	**34**

* Note: 317 platted lots are in Sundance Subdivision – Development timeline indefinite hold

TOWN OF WELLINGTON

Utility Revenue Update

Background - Raftelis Rate and Fee Study - 2022

- Purpose
  - Ensure financial sustainability of water and wastewater utilities
  - Ensure rates and fees recover costs proportionately across customer classes
  - Align recommendations with community feedback (Rate Roundtables)
- Outcomes
  - Updated rate structures across all water and wastewater customer classes
  - Updated impact fees (tap fees) for both water and wastewater
  - Recommended 5% annual increase for Water and Wastewater Rates through 2027
  - Recommended 4% annual increase for Water and Wastewater Impact Fees through 2027
  - Planned deficit spending in the Water and Wastewater Funds in years 2023 through 2025

Rate (and Fee) Revenue Variables

Weather

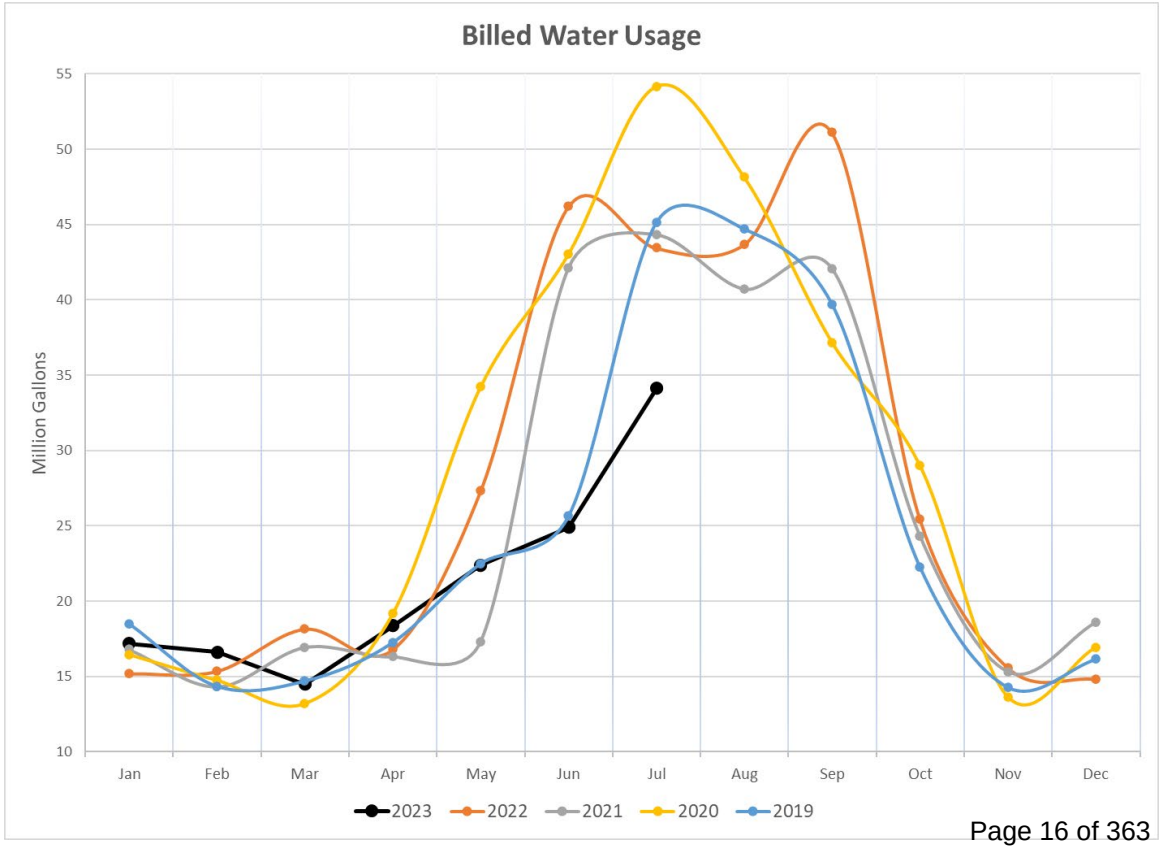
Customer Behavior

Growth/Development

Market Conditions

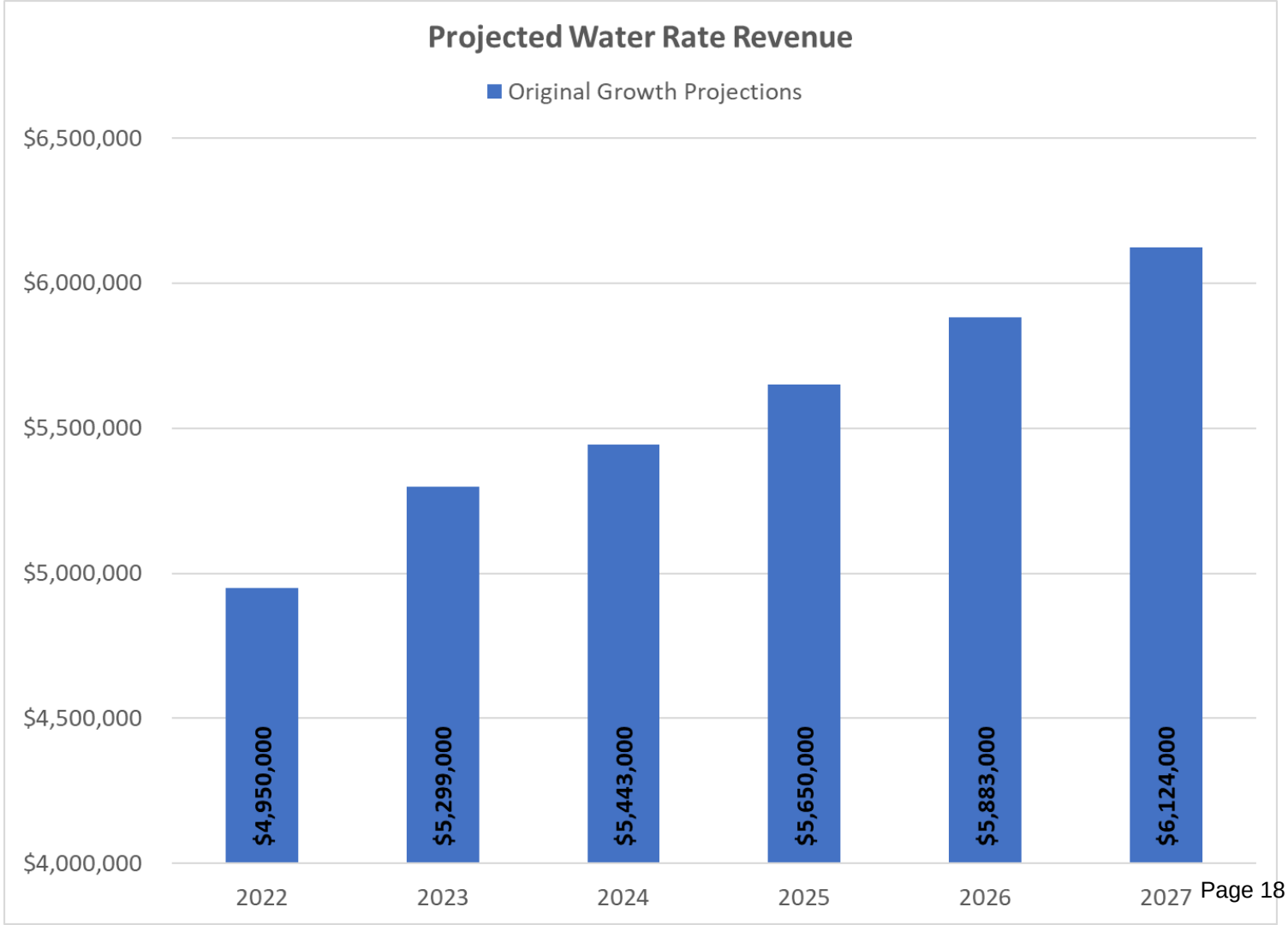
Original Rate Revenue Projection 2023 - $5.3M

Updated Rate Revenue Projection 2023 - $4.8M



TOWN OF WELLINGTON

Water Rate Revenues


Projected Water Rate Revenue
Original Growth Projections
$6,500,000
$6,000,000
$5,500,000
$5,000,000
$4,500,000
$4,000,000
$4,950,000
$5,299,000
$5,443,000
$5,650,000
$5,883,000
$6,124,000
2022
2023
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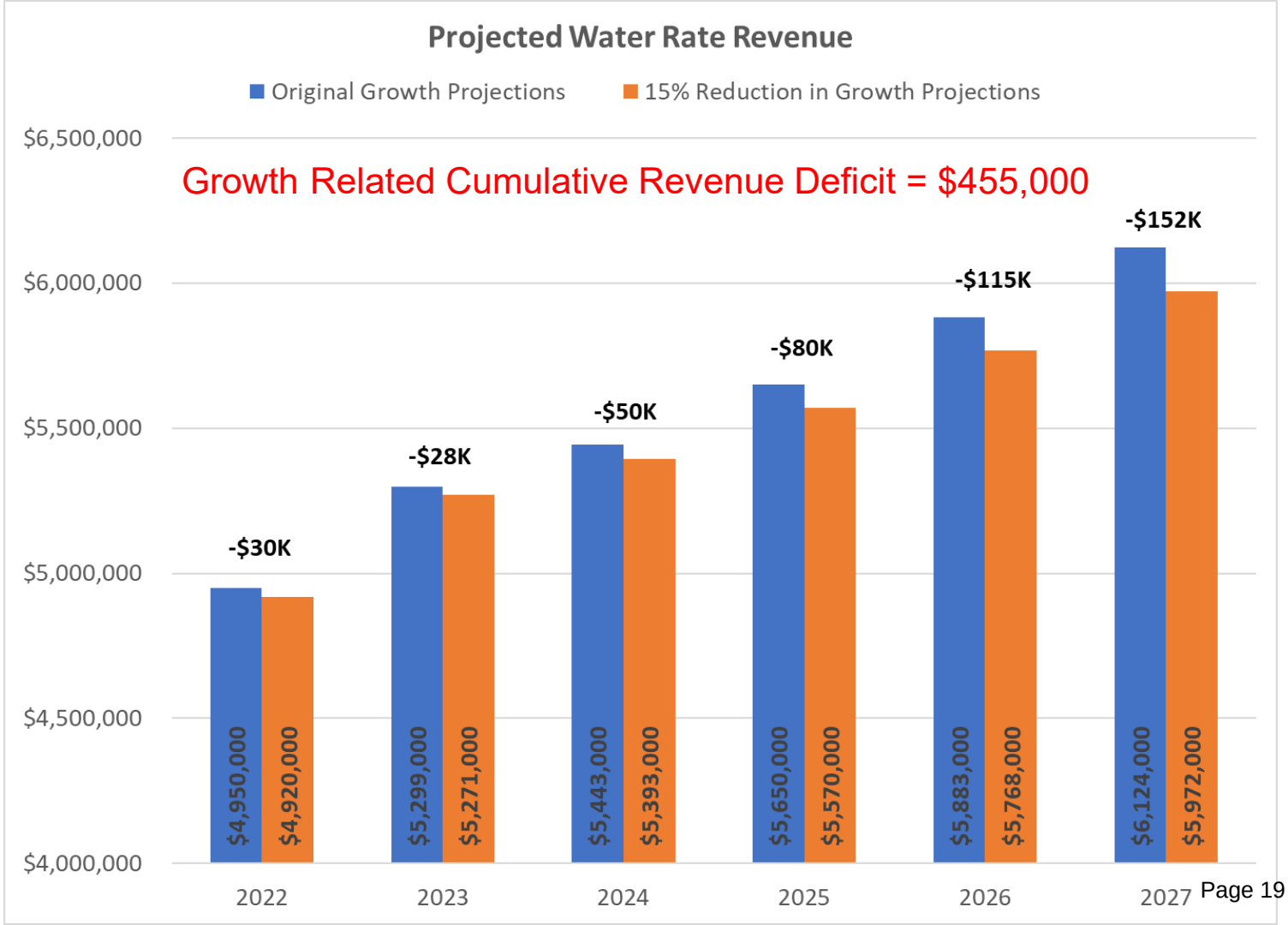
Projected Water Rate Revenue
Original Growth Projections
15% Reduction in Growth Projections
$6,500,000
$6,000,000
$5,500,000
$5,000,000
$4,500,000
$4,000,000
Growth Related Cumulative Revenue Deficit = $455,000
-$30K
-$28K
-$50K
-$80K
-$115K
-$152K
$4,950,000
$4,920,000
$5,299,000
$5,271,000
$5,443,000
$5,393,000
$5,650,000
$5,570,000
$5,883,000
$5,768,000
$6,124,000
$5,972,000
2022
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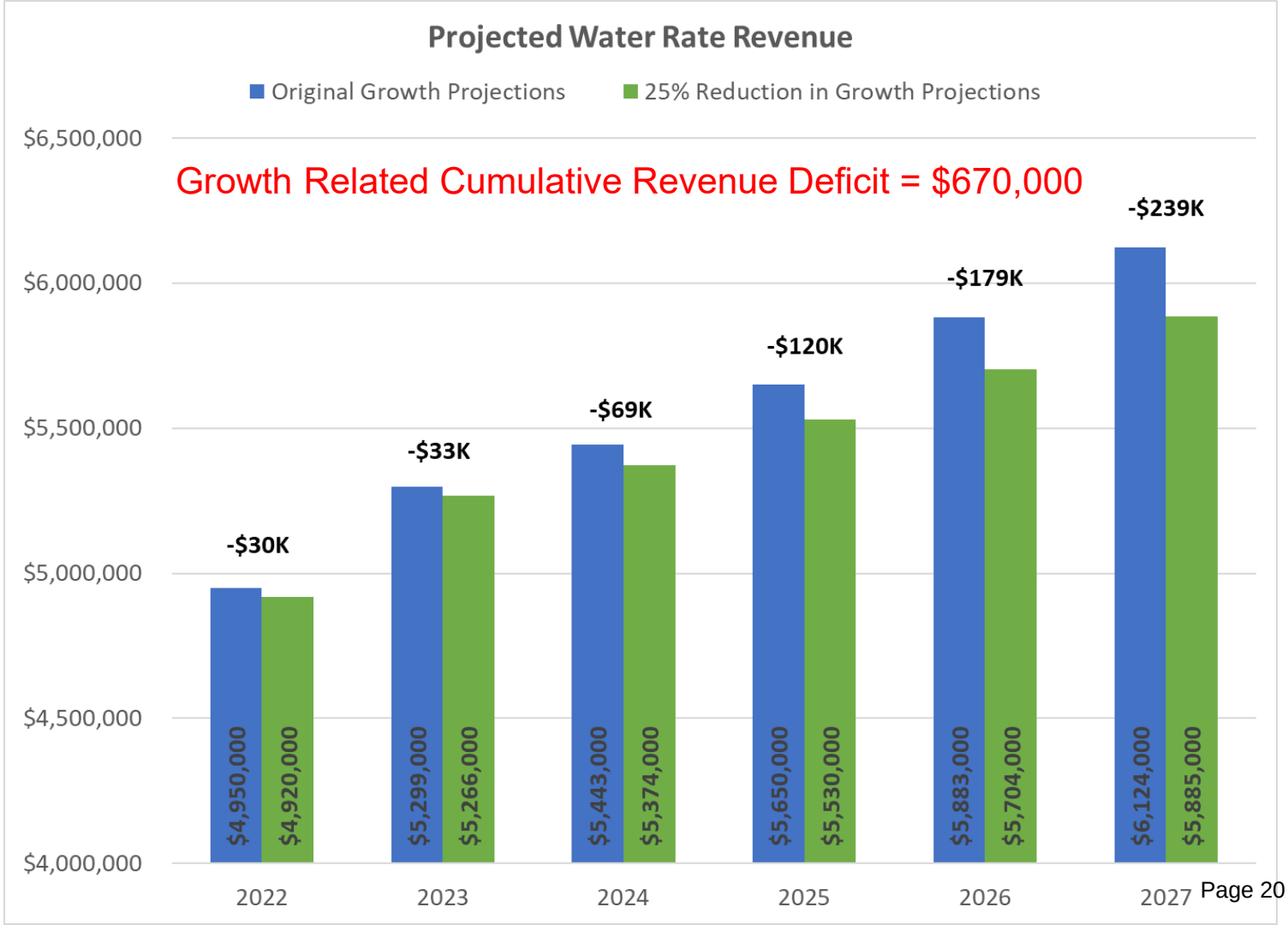
Projected Water Rate Revenue
Original Growth Projections
25% Reduction in Growth Projections
Growth Related Cumulative Revenue Deficit = $670,000
$6,500,000
$6,000,000
$5,500,000
$5,000,000
$4,500,000
$4,000,000
-$30K
-$33K
-$69K
-$120K
-$179K
-$239K
$4,950,000
$4,920,000
$5,299,000
$5,266,000
$5,443,000
$5,374,000
$5,650,000
$5,530,000
$5,883,000
$5,704,000
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$5,885,000
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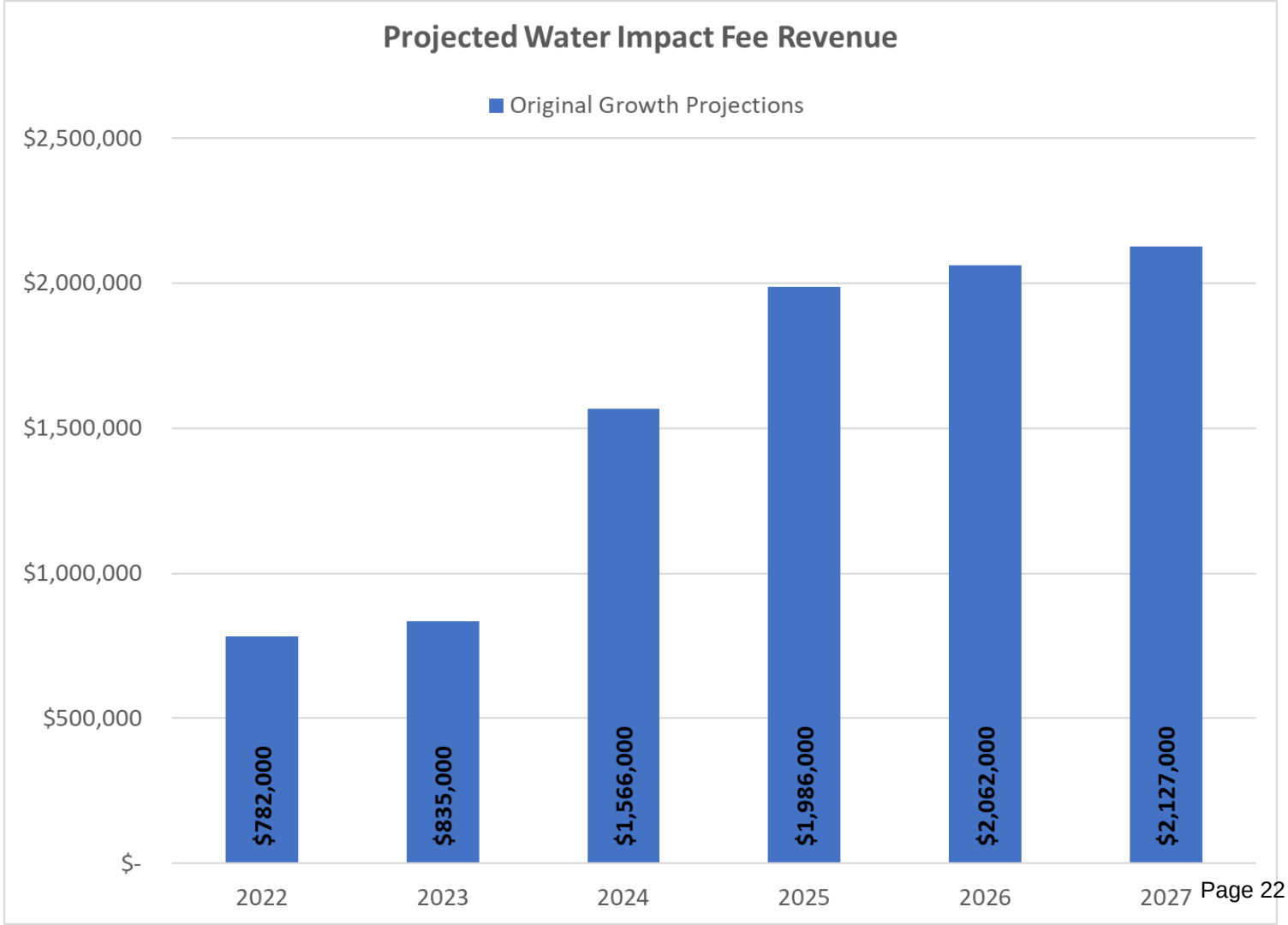
TOWN OF WELLINGTON

Water Impact Fee Revenues


Projected Water Impact Fee Revenue
Original Growth Projections
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
$782,000
$835,000
$1,566,000
$1,986,000
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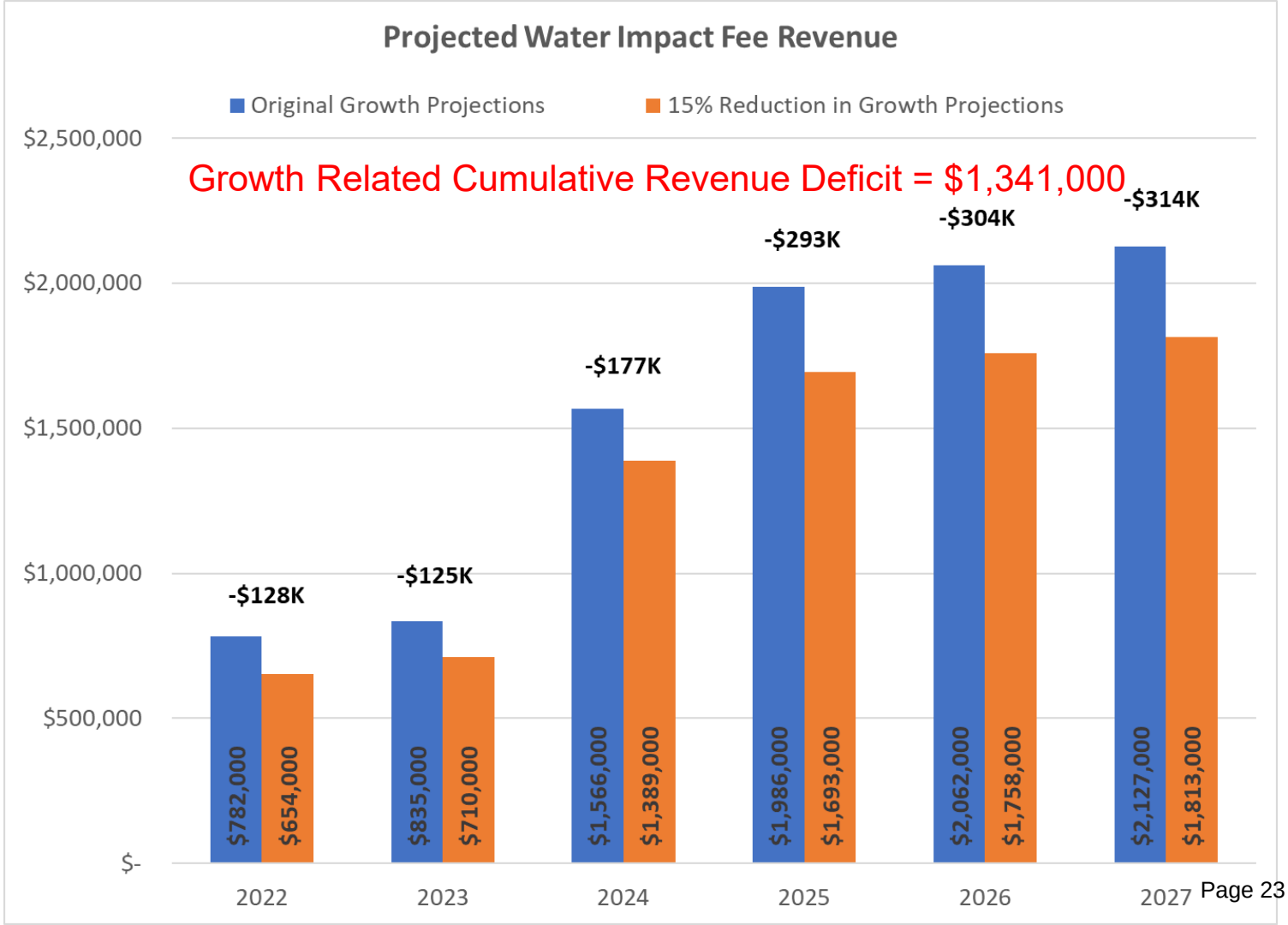
Projected Water Impact Fee Revenue
Original Growth Projections
15% Reduction in Growth Projections
Growth Related Cumulative Revenue Deficit = $1,341,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
-$128K
-$125K
-$177K
-$293K
-$304K
-$314K
$782,000
$654,000
$835,000
$710,000
$1,566,000
$1,389,000
$1,986,000
$1,693,000
$2,062,000
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$2,127,000
$1,813,000
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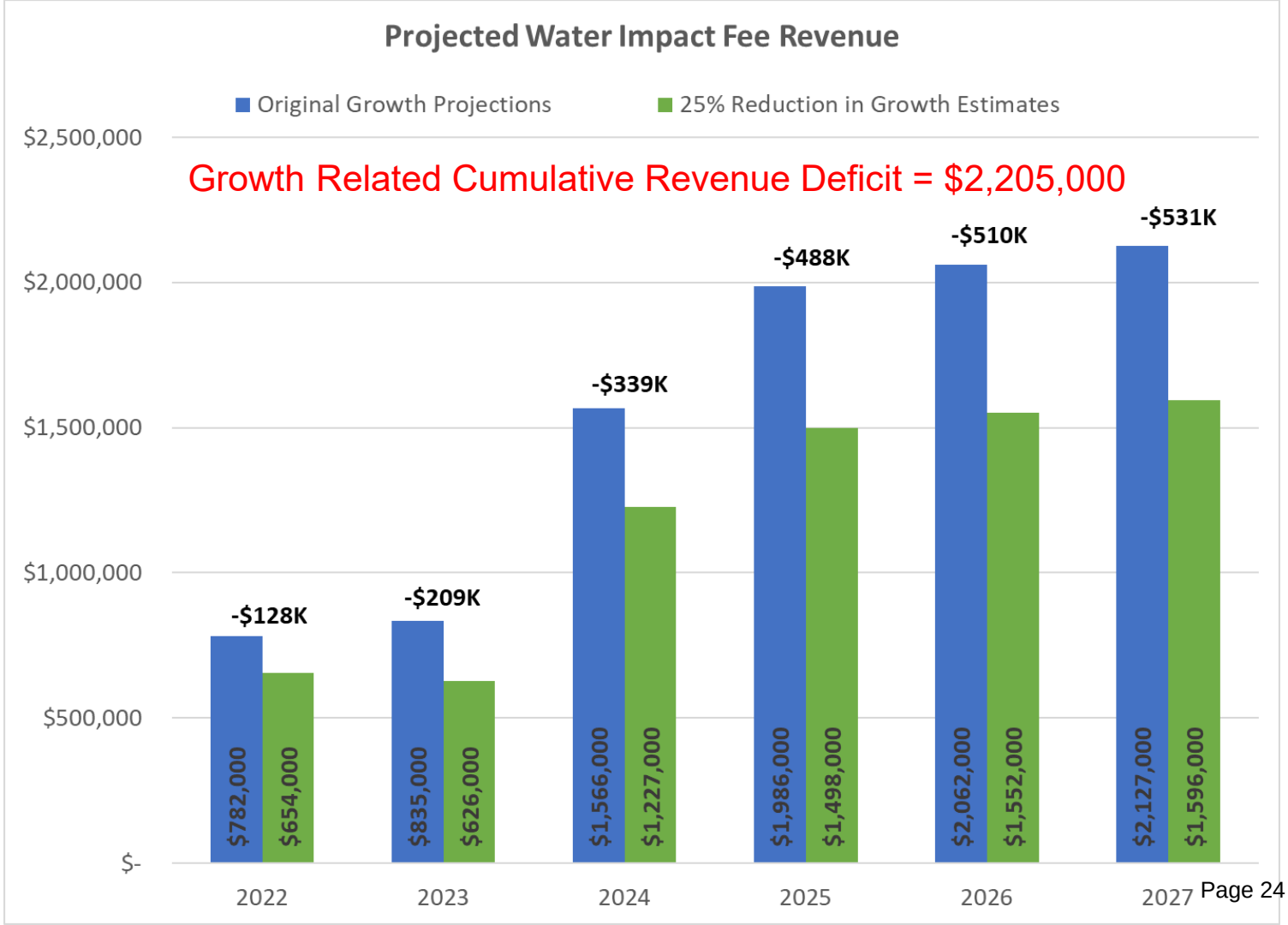
Projected Water Impact Fee Revenue
Original Growth Projections
25% Reduction in Growth Estimates
Growth Related Cumulative Revenue Deficit = $2,205,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
-$128K
-$209K
-$339K
-$488K
-$510K
-$531K
$782,000
$654,000
$835,000
$626,000
$1,566,000
$1,227,000
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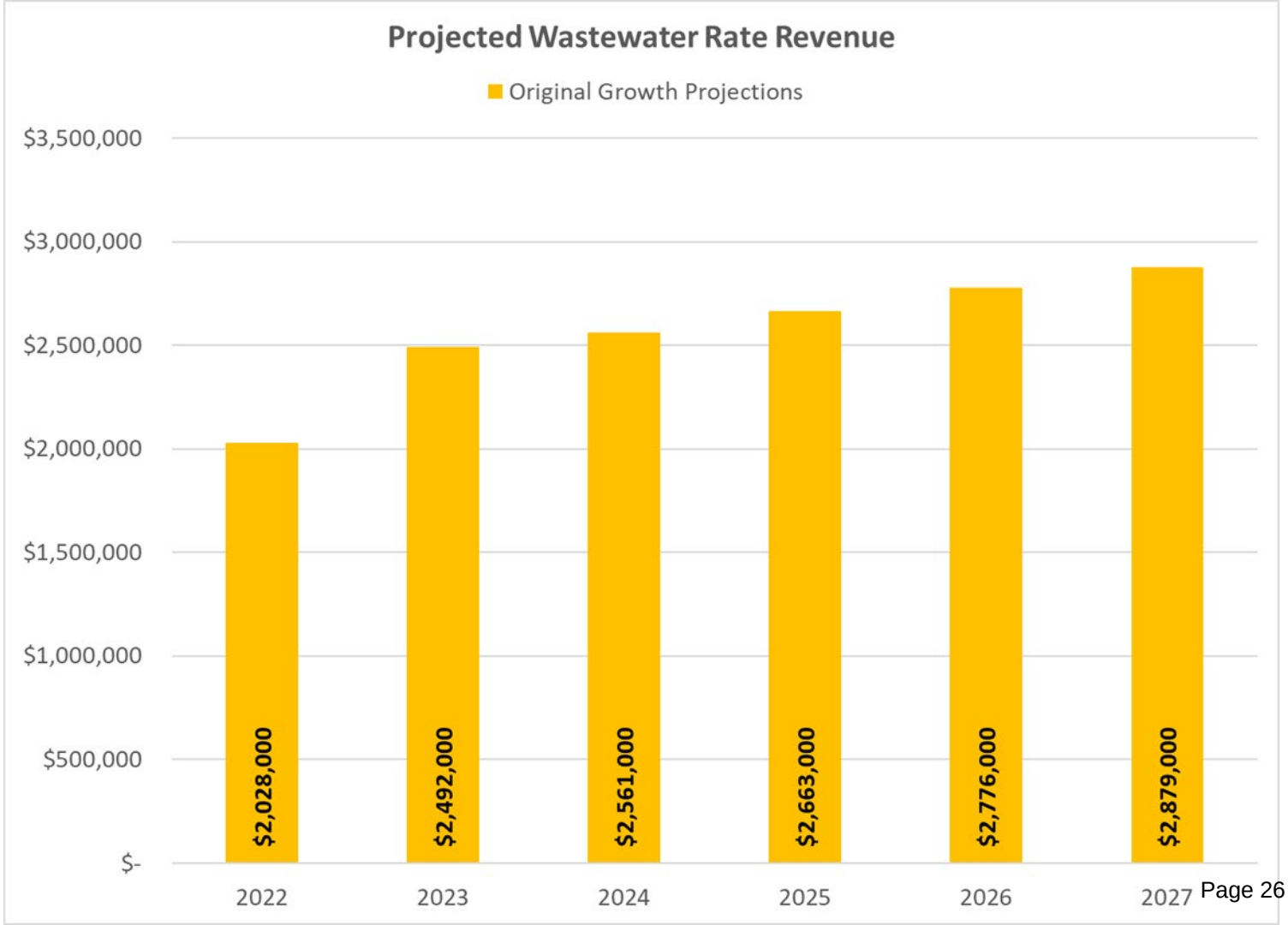
TOWN OF WELLINGTON

Wastewater Rate Revenues


Projected Wastewater Rate Revenue
Original Growth Projections
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
$2,028,000
$2,492,000
$2,561,000
$2,663,000
$2,776,000
$2,879,000
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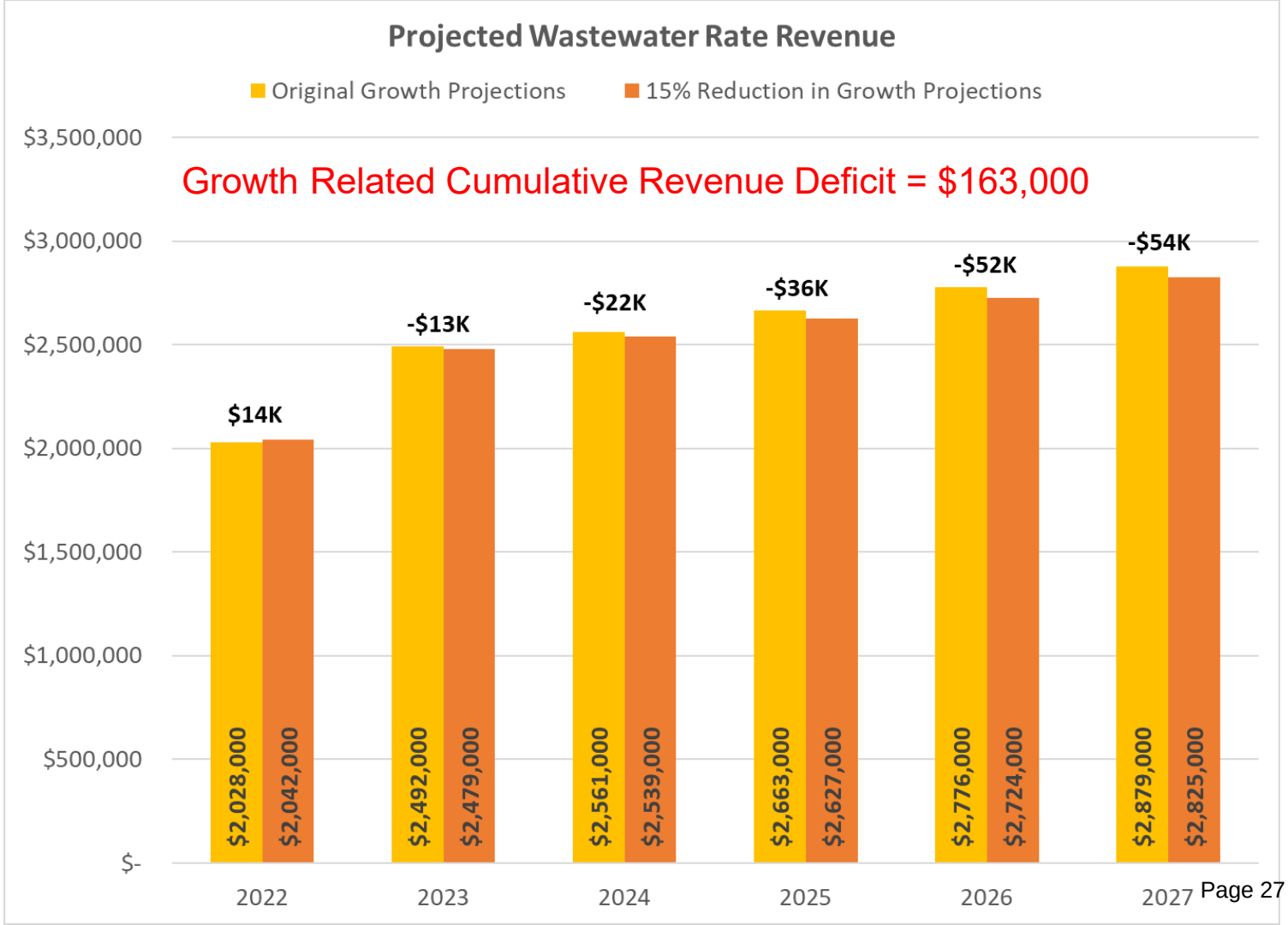
Projected Wastewater Rate Revenue
Original Growth Projections
15% Reduction in Growth Projections
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
Growth Related Cumulative Revenue Deficit = $163,000
$14K
-$13K
-$22K
-$36K
-$52K
-$54K
$2,028,000
$2,042,000
$2,492,000
$2,479,000
$2,561,000
$2,539,000
$2,663,000
$2,627,000
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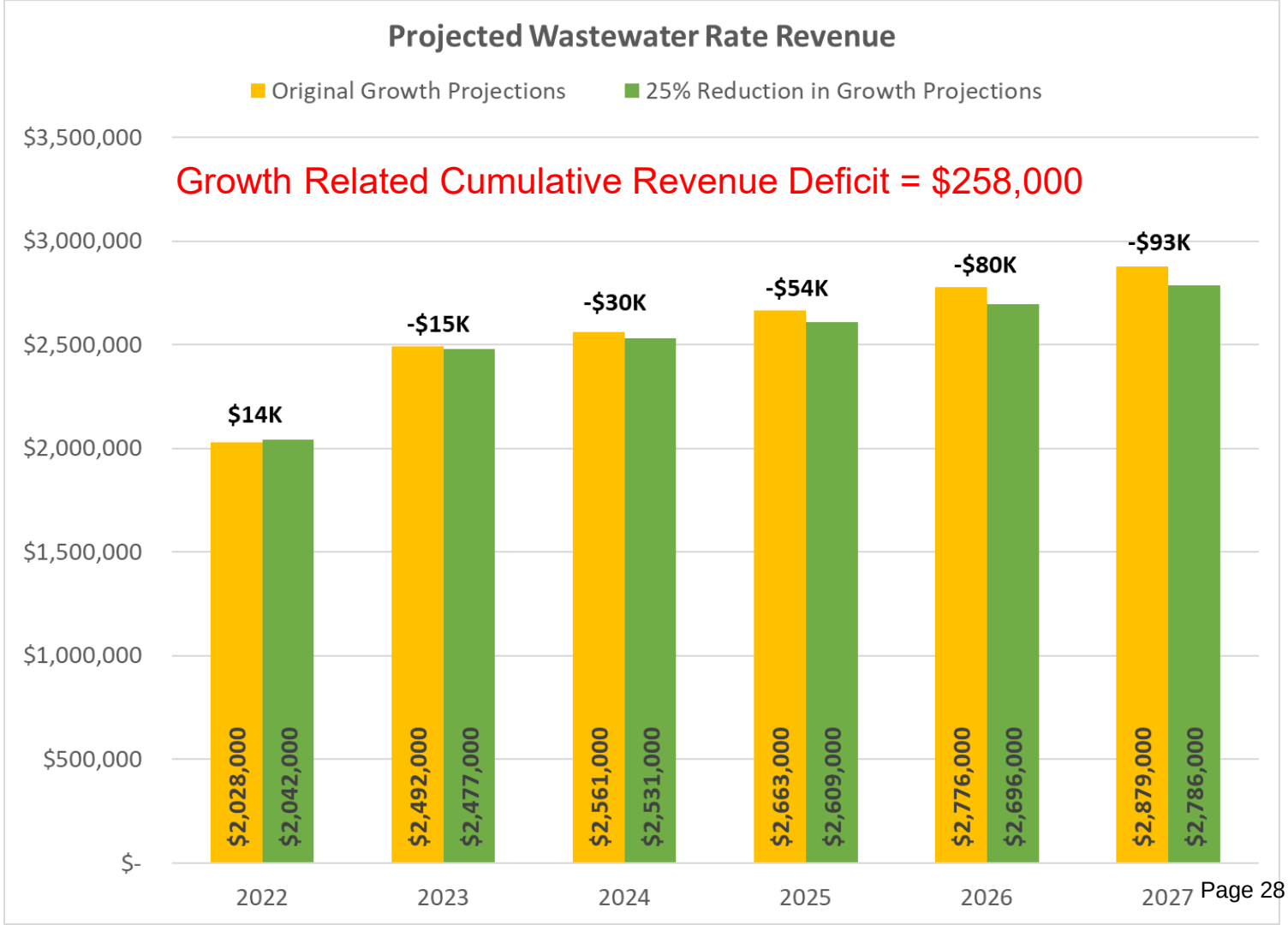
Projected Wastewater Rate Revenue
Original Growth Projections
25% Reduction in Growth Projections
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
Growth Related Cumulative Revenue Deficit = $258,000
$14K
-$15K
-$30K
-$54K
-$80K
-$93K
$2,028,000
$2,042,000
$2,492,000
$2,477,000
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$2,531,000
$2,663,000
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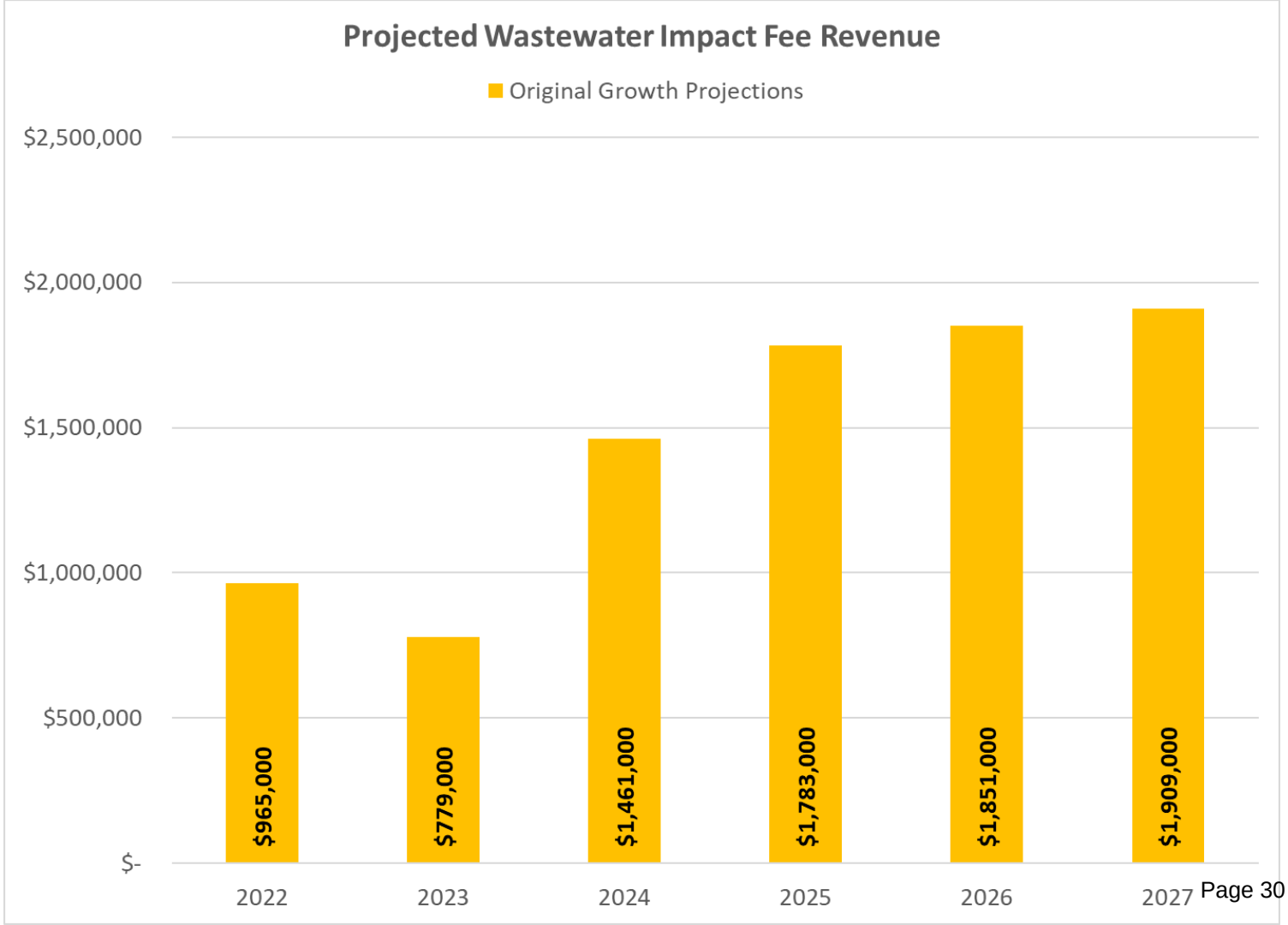
TOWN OF WELLINGTON

Wastewater Impact Fee Revenues


Projected Wastewater Impact Fee Revenue
Original Growth Projections
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
$965,000
$779,000
$1,461,000
$1,783,000
$1,851,000
$1,909,000
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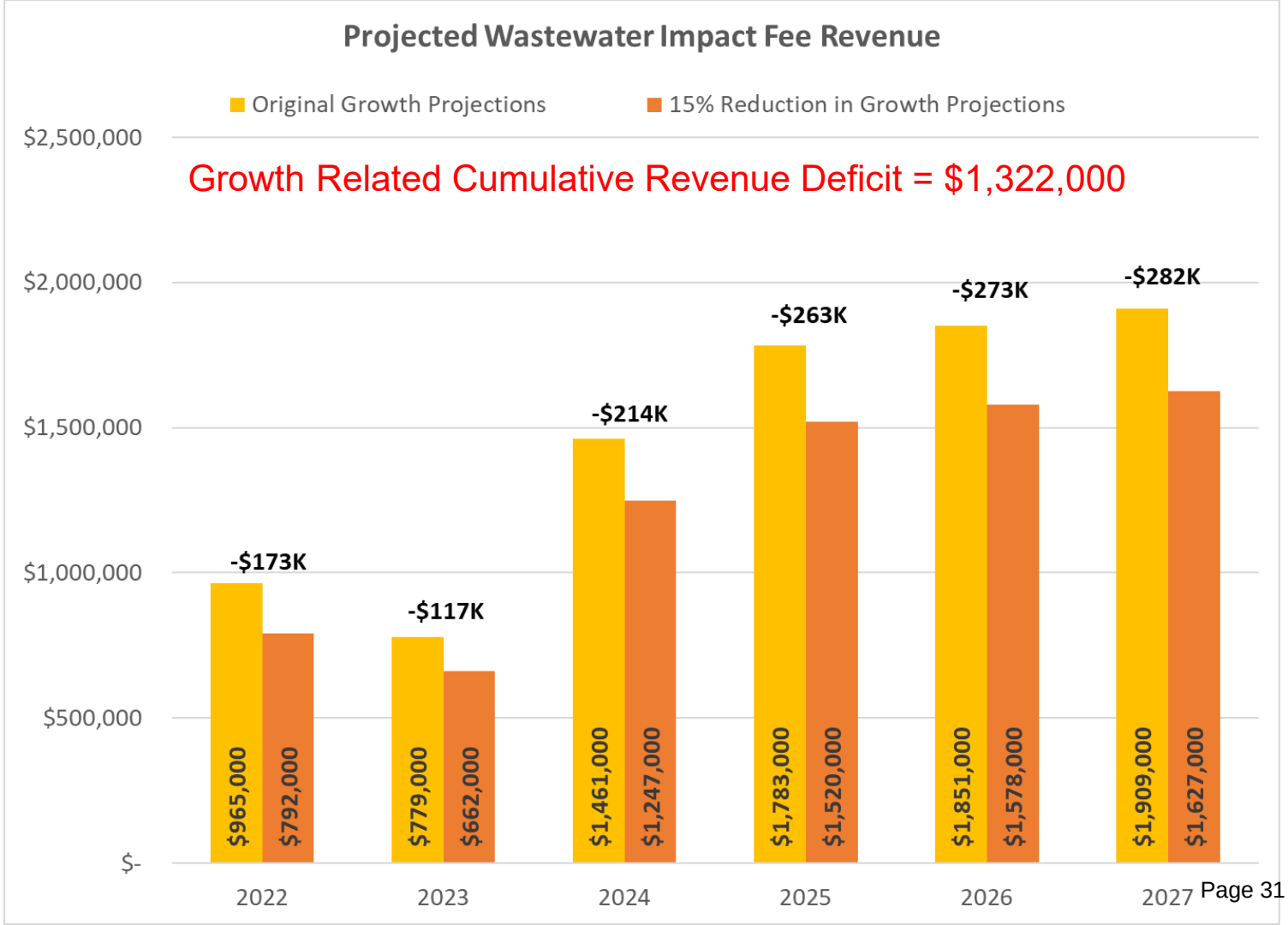
Projected Wastewater Impact Fee Revenue
Original Growth Projections
15% Reduction in Growth Projections
Growth Related Cumulative Revenue Deficit = $1,322,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
-$173K
-$117K
-$214K
-$263K
-$273K
-$282K
$965,000
$792,000
$779,000
$662,000
$1,461,000
$1,247,000
$1,783,000
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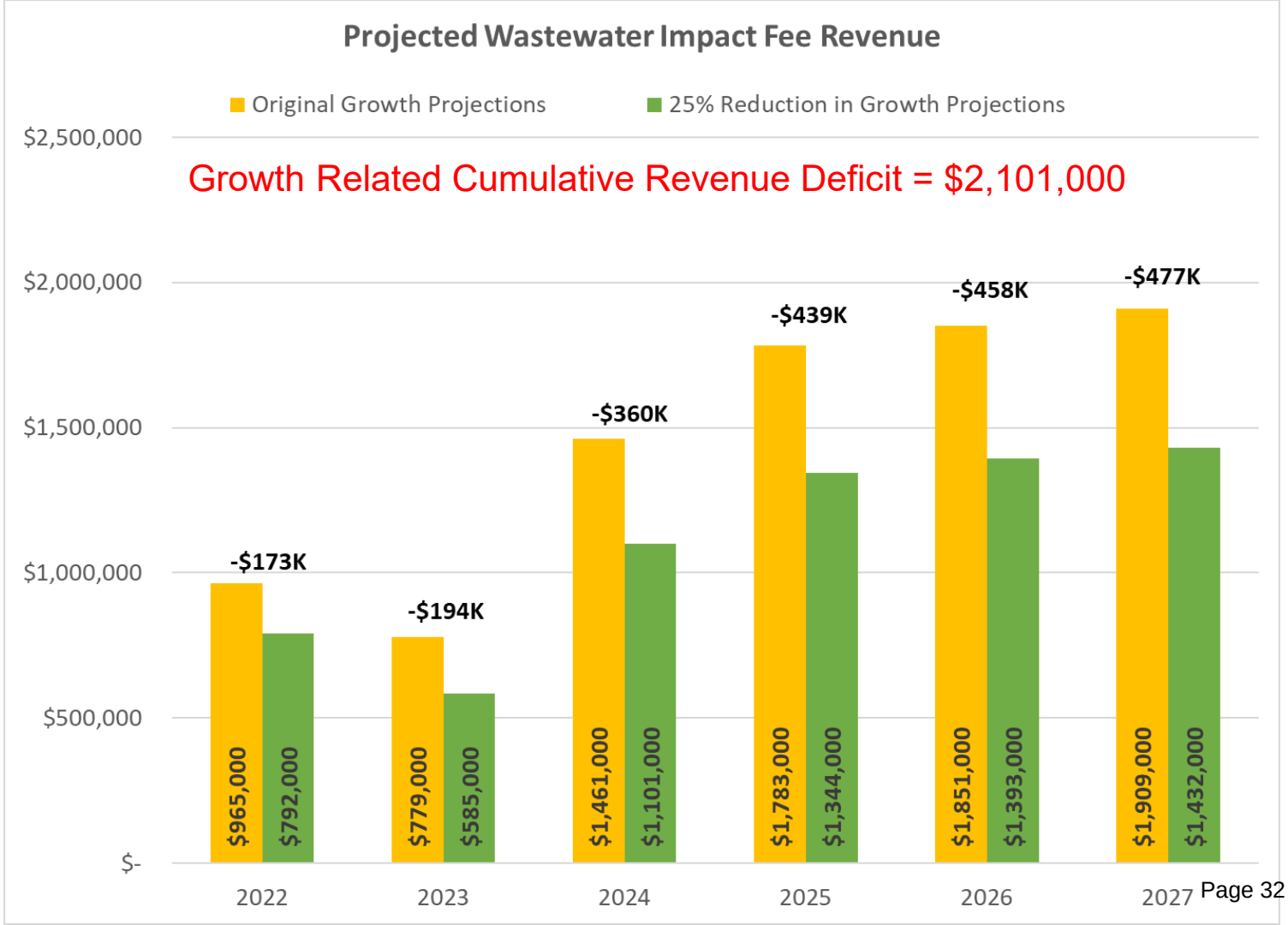
Projected Wastewater Impact Fee Revenue
Original Growth Projections
25% Reduction in Growth Projections
Growth Related Cumulative Revenue Deficit = $2,101,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
-$173K
-$194K
-$360K
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$965,000
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TOWN OF
WELLINGTON

Take Aways

Take Aways

- Growth is vital to Town's financial health and is difficult to predict
- The community committed to fund infrastructure improvements through continued purposeful growth
    - Recurring rate revenue paid by future new utility customers
    - One-time impact fee revenue paid by future development
- Projected growth, utility rates, and impact fees drive revenue projections
- If projections are not realized, budgets, rates, and fees must be updated
    - Actual growth has not kept pace with projected growth
    - Many factors influencing revenue are outside of Town control, such as weather, customer behavior, interest rates and other development market conditions
    - Purposeful growth is one variable the Town can influence – If we do not have opportunities for new growth, we may lose the ability to influence the outcomes
- Maintaining a development pipeline ensures financial stability and reduces risk for current customers

TOWN OF WELLINGTON

Questions?

Board of Trustees Meeting

Date: **August 22, 2023**
Subject: **Resolution No. 28-2023, A Resolution of the Town of Wellington, Colorado to Approve Amending the Larimer Emergency Telephone Authority Intergovernmental Agreement**

- **Presentation: Dan Sapienza, Town Attorney**

BACKGROUND / DISCUSSION

Jackson County, through its Board of County Commissioners, made a formal request to join LETA, the Larimer Emergency Telephone Authority. LETA's Board approved circulation of amendments to LETA's current IGA to accomplish this end. The proposed Fifth Amended IGA must be approved by 3/4 of the IGA's 30 signatories.

EXECUTIVE SUMMARY OF THE AMENDMENTS

- Expands LETA's jurisdiction to include Jackson County
- Gives oversight and management of Jackson County's one Public Safety Answering Point ("PSAP") to LETA, so that LETA would be responsible for six PSAPs and its backup PSAP
- Adds Jackson County as the 31st signatory to LETA's IGA
    - Adds general reference to the three volunteer fire departments in Larimer County, who work with LETA but not governmental entities, and thus, are not signatories to its IGA
- Adds a director position for Jackson County, so LETA's Board will have eight directors
    - Jackson County appoints the Jackson County Sheriff or the Sheriff's designee
- Defers to the Bylaws for issues of director attendance and absences (at present, there are six regular meetings per year)
- Assigns to LETA Jackson County's current balance of surcharge revenue and future surcharge revenue streams, grant funds it receives related to improving 9-1-1 in Jackson County, and its PSAP equipment.
- Requires that, upon dissolution, all of LETA's assets located in Larimer County (including LETA's bank and investment accounts) remain in Larimer County.

STAFF RECOMMENDATION

Staff have identified the following options for Trustee consideration:
1. Approve Resolution No. 28-2023 with the Consent Agenda.
2. Remove Resolution No. 28-2023 from the Consent Agenda and consider it further with Action Items.

ATTACHMENTS

1. Resolution 28-2023 - LETA IGA Amendment
2. To Be Signed - LETA IGA - Fifth Amended Intergovernmental Agreement
3. Redline - LETA IGA - Fifth Amended Intergovernmental Agreement - v9

TOWN OF WELLINGTON

RESOLUTION NO. 28-2023

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO TO APPROVE AMENDING THE FOURTH AMENDED INTERGOVERNMENTAL AGREEMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY AND TO AUTHORIZE THE AGENCY'S SIGNATURE ON THE PROPOSED FIFTH AMENDED INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Town of Wellington, Colorado is authorized under C.R.S. § 29-1-203 to cooperate or contract with others to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the provision of emergency telephone service and emergency notification service;

WHEREAS, the Town of Wellington, Colorado is one of thirty signatories to the Fourth Amended Intergovernmental Agreement ("IGA") of Larimer Emergency Telephone Authority ("LETA") establishing LETA as a separate legal entity for the purpose of providing emergency telephone service and emergency notification service;

WHEREAS, the Fourth Amended IGA of LETA states that the IGA may be amended upon an affirmative vote of three-quarters (3/4) of the signatories; and

WHEREAS, the thirty signatories have been asked to consider whether to amend the Fourth Amended IGA of LETA to expand LETA's jurisdiction to include Jackson County on the terms and conditions set forth in the proposed Fifth Amended IGA and to add Jackson County as a thirty-first signatory to LETA's IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON AS FOLLOWS:

1. Per Article XII of the Fourth Amended IGA of LETA, the Town of Wellington votes to amend the Fourth Amended IGA and to approve the proposed Firth Amended IGA attached hereto, which expands LETA's jurisdiction to include Jackson County on the terms and conditions set forth in the proposed Fifth Amended IGA and adds Jackson County as the thirty-first Signatory to LETA's IGA; and

2. The Board of Trustees of the Town of Wellington authorizes Mayor Chaussee to sign the Fifth Amended IGA of LETA on its behalf.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August 2023.

THE TOWN OF WELLINGTON

By:_____
Mayor Calar Chausee

ATTEST:

_____
Town Clerk Ethan Muhs

FIFTH AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

This Fifth Amended Intergovernmental Agreement ("Agreement") is entered into effective November 1, 2023, by and between the following political subdivisions and public entities of the State of Colorado, which are referred to herein collectively as "Parties" and are referred to herein individually by name or as "Party."

Counties (2) /Cities (2) /Towns (6)
County of Larimer
County of Jackson
City of Fort Collins
City of Loveland
Town of Berthoud
Town of Estes Park
Town of Johnstown
Town of Timnath
Town of Wellington
Town of Windsor

Hospital/Health Services Districts (3)
Health District of Northern Larimer County
Park Hospital District
Thompson Valley Health Services District

State (1)
Colorado State University

Fire Authorities (2)
Loveland Fire Rescue Authority
Poudre Fire Authority

Fire Protection Districts (15)
Allenspark Fire Protection District
Berthoud Fire Protection District
Crystal Lakes Fire Protection District
Estes Valley Fire Protection District
Front Range Fire Rescue Fire Protection District (f/k/a Johnstown Fire Protection District)
Glacier View Fire Protection District
Livermore Fire Protection District
Loveland Rural Fire Protection District
Lyons Fire Protection District
Pinewood Springs Fire Protection District
Poudre Canyon Fire Protection District
Poudre Valley Fire Protection District
Red Feather Lakes Fire Protection District
Wellington Fire Protection District
Windsor-Severance Fire Protection District

WHEREAS, on or about November 14, 1990, multiple political subdivisions entered into an "Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service" ("the IGA") to form a separate legal entity to serve as a governing body to provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and they named the new entity Larimer Emergency Telephone Authority ("LETA");

WHEREAS, the IGA was thereafter amended four times effective July 7, 1999, April 5, 2002, July 21, 2009, and November 1, 2021, with the November 1, 2021 amendment being known as the "Fourth Amended IGA";

WHEREAS, in Larimer County, there are also three volunteer fire departments organized as nonprofit corporations under Colorado law, which are not signatories to the IGA: Glen Haven Area Volunteer Fire Department, Rist Canyon Volunteer Fire Department, and Volunteer Fire Department of Big Elk.

WHEREAS, in April of 2023, the Jackson County Sheriff's Office reached out to LETA for advice and counsel on matters related to emergency telephone service and emergency notification service within Jackson County, Colorado;

WHEREAS, after some initial exploratory conversations and subsequent due diligence, the Jackson County Board of County Commissioners made a formal request that LETA's jurisdiction be expanded to include Jackson County and that Jackson County become an additional signatory to LETA's IGA;

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the thirty (30) signatories to the Fourth Amended IGA, the Parties desire to update the IGA, as amended, to reflect the expansion of LETA's jurisdiction to include Jackson County and the addition of Jackson County as a signatory to LETA's IGA;

WHEREAS, the Parties are authorized by Colorado statute (Title 29, Article 11, Part 1) to enter into a contract to establish a separate legal entity that serves as a governing body for the purpose of providing emergency telephone service and to establish and collect an emergency telephone charge in the jurisdiction;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units if:

1. such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

2. any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties and may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

II. SUPERSEDING PRIOR AGREEMENTS

The Parties agree that this Agreement shall supersede the IGA dated November 14, 1990, the amendments thereto dated July 7, 1999, April 5, 2002, July 29, 2009, and the Fourth Amended IGA.

III. DEFINITIONS

As used herein:

A. The definitions for the following terms shall be the same as set forth in C.R.S. § 29-11-101, as may be amended: "emergency telephone charge," "911 access connection," "911 call," "911 surcharge," "emergency notification service" "emergency service provider," "public agency," "public safety answering point" ("PSAP"), which is interchangeable with emergency communications center ("ECC"), "service supplier," and "service user."

B. "Agreement" means this Fifth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority;

C. "Board" means the Board of Directors described in Section V in which the powers of the Governing Body are vested.

D. "Bylaws" means the bylaws of the Governing Body as described in Section V(7).

E. "Emergency telephone service" means the receipt and processing of 911 calls by the PSAP for the purpose of providing responses from emergency service providers, and may include providing 911 call-related applications, services, programs, and systems.

F. "Governing Body" means Larimer Emergency Telephone Authority, per the definition set forth in C.R.S. § 29-11-101(16), as may be amended.

G. "Governing Body's jurisdiction" means within the combined geographic boundaries of Larimer County and Jackson County, per the definition set forth in C.R.S. § 29-11-101(17), as may be amended. The Governing Body's jurisdiction differs from the Governing Body's emergency telephone service area.

H. "Governing Body's emergency telephone service area" means the collective boundaries of the emergency service providers that are used by the PSAPs for call routing and emergency response.

I. "Parties" means the signatories hereto, but, in the future, will not include any Party after the effective date of such Party's withdrawal in accordance with Section X, and will include any new signatory admitted to this Agreement by the Board in accordance with Section VI(2)(q).

J. "Proportional basis" as used in Section X(3) means a percentage determined by the following formula: the number of 911 access connections within each boundary of the Identified Political Subdivisions divided by the total number of 911 access connections in Larimer County. The Board shall determine the data to use for this calculation based on the Board's determination of the most reliable source(s) and representative timeframes. For the purpose of this definition only: (1) "Identified Political Subdivisions" means Larimer County and each city and town that is a Party, and excludes Jackson County, and (2) the boundary of Larimer County means within the unincorporated areas of the County. If, at the time of the calculation, Larimer County, a city, or a town is not a Party, then the Board shall establish the formula to allocate its percentage among the Identified Political Subdivisions who are Parties.

IV. ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

The Parties establish the separate legal entity and Governing Body known as Larimer Emergency Telephone Authority ("LETA"). The Governing Body may have also been referred to in prior intergovernmental agreements as the Larimer County Emergency Telephone Authority, which is hereby corrected. The Governing Body is created as a nonprofit, public entity established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as may be amended. The Parties intend that the Governing Body be formed under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as may be amended, and meet the Act's definition of a "public entity." The Parties further intend that the Governing Body meet the definition of a "nonprofit organization" under C.R.S. § 13-21-115.5, as may be amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as may be amended.

The Governing Body is an independent legal entity, separate and distinct from the Parties. No debt, liability, or obligation of the Governing Body shall extend to or be an obligation of a Party, unless agreed to in writing.

The Governing Body is responsible for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service in the Governing Body's jurisdiction. The Parties will provide reasonable assistance and cooperation to the Governing Body as it carries out the functions, services, and facilities described in this Agreement for the Parties.

The Parties believe that governing bodies created pursuant to Part 1 of Title 29, Article 11, including the Governing Body, are not subject to the revenue and spending limitations imposed by Article X, Section 20 of the Colorado Constitution ("Amendment 1"), and, to the extent that Amendment 1 may be deemed to apply to governing bodies, the Governing Body created hereby shall operate as an enterprise within the meaning of Amendment 1 and shall thereby be exempt from all revenue and spending limitations imposed by said Amendment.

The Governing Body is formed in conformity with C.R.S. § 29-1-203.5. The provisions of

C.R.S. § 29-1-203.5 apply to the Governing Body.

A Party whose boundaries include portions of Larimer County and another county may be signatories on another intergovernmental agreement related to emergency telephone service and emergency notification service in such other county.

V. THE BOARD OF DIRECTORS

1. **Board.** The business and affairs of the Governing Body shall be managed by a Board of Directors consisting of eight (8) directors, each serving without compensation. The Board shall have the power to perform all acts necessary, to fulfill the purposes for which the Governing Body was established, whether express or implied.

2. **Qualifications of Directors.** Each director shall be either (a) a resident of Larimer County, or (b) an elected official in or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party.

3. **Appointment to the Board.** Each director shall be appointed as follows:

a. The Larimer County Board of County Commissioners shall choose one (1) individual who meets the qualifications to serve as the director to represent Larimer County. The Larimer County Board of County Commissioners may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

b. The Jackson County Board of County Commissioners appoints the Jackson County Sheriff, or the Sheriff's designee who meets the qualifications to serve as the director, to represent Jackson County.

c. The City of Fort Collins appoints the City Manager or the City Manager's designee as its one (1) individual who meets the qualifications to serve as the director to represent the City of Fort Collins. The City Council of the City of Fort Collins may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

d. The City Council of the City of Loveland shall choose one (1) individual who meets the qualifications to serve as the director to represent the City of Loveland. The City Council of the City of Loveland may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

e. The Town of Estes Park appoints the Town Administrator or the Town Administrator's designee as its one (1) individual who meets the qualifications to serve as the director to represent the Town of Estes Park. The Board of Trustees of the Town of Estes Park

may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

f. The Board as then-comprised at the time of the appointment shall solicit nominees, nominate individually or as a slate, and appoint three (3) additional qualified directors as follows:

1. A director to represent the Parties that are fire districts and fire authorities;
2. A director to represent the Parties that are hospital and health services districts; and
3. A director to represent the Parties that are Colorado State University and towns not otherwise represented on the Board, with preference given to a Party with a PSAP.

4. **Term and Removal.** Directors shall serve a term of two (2) calendar years. There is no prohibition on consecutive terms or on the number of terms. A director may be removed if permitted by and pursuant to the procedures set forth in the Bylaws.

5. **Voting and Quorum.** Each director shall have one (1) vote. No proxy voting shall be permitted. A quorum of the Board shall consist of four (4) directors, except that, should there be four (4) or more vacancies at any time, then during that time, a quorum shall consist of three (3) directors. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board shall be required for the Board to take action.

6. **Vacancy.** Any vacancy occurring as a result of a director's resignation, removal, death, disqualification, or any other reason shall be filled for the balance of that director's unfinished term in accordance with the applicable provision of the appointment process set forth in Section V(3).

7. **Bylaws.** The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and Governing Body operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth therein. In the event of a conflict, direct or indirect, between a provision in the Bylaws and this Agreement, this Agreement shall control.

VI. POWERS OF THE GOVERNING BODY

1. **Plenary Powers.** The Governing Body may carry out all purposes of this Agreement and may exercise all powers related thereto, including all incidental, implied, expressed, or such other powers as necessary, except as expressly limited in this Agreement. The Governing Body shall not have the power to levy taxes or the power of eminent domain.

2. **Enumerated Powers.** Without in any way limiting the plenary powers set forth in subsection (1) above, the Governing Body is specifically authorized to undertake all actions for the installation, administration, management, operation, maintenance, upgrade, and enhancement

of emergency telephone service and emergency notification service within the Governing Body's jurisdiction that the Governing Body believes are necessary and appropriate and consistent with applicable law, including but not limited to:

a. imposing, collecting, and auditing all charges and surcharges in the Governing Body's jurisdiction as set forth in Part 1 of Title 29, Article 11, as may be amended, and expending such funds as authorized by statute and this Agreement.

b. owning, operating, maintaining, leasing (as Lessor or Lessee), selling, or otherwise disposing of any legal or equitable interest in real and personal property.

c. adopting budgets, maintaining bank accounts, and investing funds.

d. carrying over funds which have not been used in a given fiscal year to the following fiscal year.

e. negotiating, entering into, amending (if necessary), and performing contracts.

f. adopting, reviewing, and amending the Bylaws and passing resolutions not in conflict with this Agreement.

g. adopting, reviewing on an annual basis, and amending (if necessary) the Governing Body's intergovernmental agreements other than this Agreement, as well as policies, protocols, procedures, or rules and regulations (collectively, "Policies") related to the provision of emergency telephone service and emergency notification service within the Governing Body's jurisdiction on subjects including but not limited to:

- Human Resources
- cost sharing
- street naming
- pictometry
- geographic information systems (GIS)
- Master Street Address Guide (MSAG)
- 911 Call Flow/Routing
- use of the backup PSAP
- 911 network
- fiber optic cable (leasing and owning)
- customer-premises equipment (CPE) and other equipment
- computer aided dispatch (CAD) system
- Combined Regional Information Systems Project (CRISP)
- insurance for PSAP equipment owned by the Governing Body and located at a facility owned by a Party
- emergency alert systems (selection and use)
- complex emergency events

- records retention and compliance with applicable law
- training, accreditation, and certification
- Emergency Medical Dispatch (EMD)
- call boxes
- finances and investments

In the event of a conflict, direct or indirect, between a provision the Policies and this Agreement, this Agreement shall control.

h. determining who is authorized to send emergency alerts and the circumstances under which they may be sent.

i. adopting a policy regarding street naming after collaboration with the Parties in whose jurisdiction the street is located.

j. adopting systems (software, hardware, and protocols) for Emergency Medical Dispatch (EMD).

k. conducting joint, partnership, cooperative, or other operations with other individuals and entities.

l. employing agents, accountants, attorneys, engineers, consultants, and other advisors.

m. incurring and paying debts, liabilities, or obligations, including borrowing and executing documents incidental thereto.

n. issuing bonds, notes, or other obligations payable from the revenues derived or to be derived from the revenue of the Governing Body as permitted by applicable law.

o. suing and being sued in its own name.

p. receiving contributions, gifts, bequests, grants, cash, equipment, or services from the Parties or any other public or private individual or entity.

q. after a formal Resolution of the Board, admitting a new signatory to this Agreement who becomes a Party without formal amendment of this Agreement, so long as each new signatory qualifies under C.R.S. §§ 29-1-202 and 203, has the approval of its legislative body or other authority having the power to so approve, and signs a document memorializing its admission.

r. participating in committees, groups, and organizations at the federal, state, and local level whose work relates to emergency telephone service and emergency notification service, including laws, regulations, and rules related thereto.

s. any other act which the Governing Body believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

VII. BOOKS AND RECORDS

The Governing Body shall keep accurate and correct books of account on a modified accrual basis, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Governing Body. The Governing Body's books of account shall also correctly show any and all revenues, fund balances, costs, or charges, as well as all funds received by and all funds expended by the Governing Body. The Governing Body's books and records shall be open to inspection during normal business hours upon reasonable notice by a Party, its attorneys, accountants, or agents. The books and records of the Governing Body shall also be made available to the public in accordance with the provisions of Colorado's Open Records Act, as may be amended.

The Governing Body shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Governing Body shall comply with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 through 608, as may be amended. The Governing Body shall comply with all other applicable federal and state financial reporting requirements.

The Governing Body shall maintain an asset inventory list for any and all real and personal property acquired by the Governing Body in whole or in part.

On and after the effective date of this Agreement, Jackson County will promptly deliver, transfer, and assign to the Governing Body:

1. the entire balance of funds it holds for purposes of providing emergency telephone service and emergency notification service in Jackson County, but no less than $55,000.00;

2. the entire balance of any funds it receives or has received from the state or federal government or grants for purposes of improving emergency telephone service and emergency notification service in Jackson County, but no less than $70,000.00;

3. all rights, title, and interest to all charges and surcharges due Jackson County for emergency telephone service under Colorado statute (Title 29, Article 11, Part 1) and deliver the same to the Governing Body, and Jackson County will execute all documents necessary for carriers and the Public Utilities Commission to deliver directly to the Governing Body all such charges and surcharges in the future; and

4. unencumbered title to any PSAP equipment or other assets owned by Jackson County that would assist the Governing Body in its administration and/or operation emergency telephone service and emergency notification service. Jackson County

shall execute any documents reasonably necessary to effectuate the transfer of title.

Similar to Agreements with the Governing Body's other PSAPs, Jackson County agrees to (a) insure the Governing Body's equipment located in a PSAP in Jackson County, and (b) provide proof of insurance promptly upon the Governing Body's written request.

The Governing Body will not become a successor to or assignee of any contracts currently in place for purposes of providing emergency telephone service and emergency notification service in Jackson County, with the exception of the current tariff in place for the provision of basic emergency service in Colorado.

VIII. REPORTS TO PARTIES

On an annual basis, the Governing Body shall submit a comprehensive annual report to the Parties summarizing the activities of the Governing Body during the preceding year and make available information concerning the finances of the Governing Body.

IX. DURATION OF AGREEMENT

The Agreement and the Governing Body shall have perpetual existence as permitted by C.R.S. § 29-1-203(1), as may be amended, unless sooner terminated in accordance with this Agreement.

X. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. **Withdrawal.** Any Party may withdraw from this Agreement by providing notice to each other Party and to the Governing Body. The withdrawal shall not be effective until at least one calendar year after the last notice is delivered.

2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all then-Parties, this Agreement shall be terminated and the Governing Body dissolved so long as, at the time of the vote, at least three quarters (3/4) of the Parties have also agreed in writing as to one or more entities who will succeed the Governing Body and undertake all actions for the continued installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction. The effective date of termination shall be December 31st in the calendar year ending no less than six months after the three quarters (3/4) majority vote for termination.

3. **Dissolution of Governing Body.** Upon the termination of this Agreement pursuant to subsection (2) above, the Board and the Parties shall take such actions necessary to finalize and conclude the Governing Body's operations, effect the orderly dissolution of the Governing Body, and transition emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body, at the discretion of the Board. All assets of the

Governing Body located within Larimer County shall be distributed on a proportional basis pursuant to Section III(J) either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. For purposes of this Agreement, all cash, bank, and investment accounts of LETA are deemed to be located within Larimer County. All assets of the Governing Body located within Jackson County shall be distributed to Jackson County either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. The Board shall be responsible for inventorying the assets of the Governing Body, distributing or liquidating any assets as appropriate, concluding the affairs of the Governing Body, and transitioning emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body. Subject to the exercise of the Board's discretion, a Party which has previously made a contribution toward the purchase of a jointly owned asset may receive full ownership of the asset upon termination; however, the Party must account to the Governing Body for the amount that the Governing Body contributed toward purchase of the asset upon distribution of the other assets of the Governing Body. The Parties' rights related to distribution of assets shall survive termination of this Agreement.

XI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES OF THE GOVERNING BODY

The Governing Body and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended.

In addition, the Governing Body shall purchase insurance for the Governing Body and its Board, officers and employees which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement.

XII. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three-quarters (3/4) of the then-Parties to this Agreement.

XIII. NOTICE

Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. The Notice shall be addressed as follows: (a) to the Board of County Commissioners in the case of Larimer County and Jackson County, (b) to the Board and its Chief Executive Officer in the case of a special district, a fire authority, or the Governing Body, (c) to

the City Council in the case of cities, and (d) to the Town Board, Town Council, or Board of Trustees in the case of Towns. A courtesy copy shall also be delivered to the attorneys for Larimer County, Jackson County, cities, and towns. Failure to deliver courtesy copies to the attorneys shall not invalidate a notice otherwise properly delivered as provided in this Agreement. Notice to a director is given by delivering a writing addressed to the director to the Governing Body's current address. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

XIV. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined by a Court of competent jurisdiction. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XV. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit of non-Parties to this Agreement.

XVI. ASSIGNMENT AND DELEGATION

No Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three-quarters (3/4) of the other then-Parties to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed by original, scanned, or digital counterpart signatures and shall have the same force and effect as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties have caused their representatives to affix their respective signatures hereto.

COUNTY OF LARIMER **STATE OF COLORADO** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ William Ressue, County Attorney Date: _____	
COUNTY OF JACKSON **STATE OF COLORADO** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Thomas Sharp Date: _____	**ALLENSPARK FIRE PROTECTION DISTRICT** By:_____ Jill Allington, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
CITY OF FORT COLLINS, COLORADO By:_____ Jeni Arndt, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**BERTHOUD FIRE PROTECTION DISTRICT** By:_____ Dan Hershman, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

CITY OF LOVELAND, COLORADO By:_____ Jacki Marsh, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Laurie Stirman Date: _____	**CRYSTAL LAKES FIRE PROTECTION DISTRICT** By:_____ Jody Sandquist, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF BERTHOUD, COLORADO By:_____ William Karspeck, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**ESTES VALLEY FIRE PROTECTION DISTRICT** By:_____ Jon Hodde, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF ESTES PARK, COLORADO By:_____ Wendy Koenig-Schuett, Mayor ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Dan Kramer Date: _____	**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT** By:_____ Darrin Rutt, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

TOWN OF JOHNSTOWN, COLORADO By:_____ Gary Lebsack, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**GLACIER VIEW FIRE PROTECTION DISTRICT** By:_____ David Burk, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF TIMNATH, COLORADO By:_____ Mark Soukup, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**LIVERMORE FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF WELLINGTON, COLORADO By:_____ Tory Whanau, Mayor ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Dan Sapienza Date: _____	**LOVELAND RURAL FIRE PROTECTION DISTRICT** By:_____ Jeff Swanty, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

TOWN OF WINDSOR, COLORADO By: _____ Rosa Reynoza, Mayor ATTEST: _____ Karen Frawley, Town Clerk APPROVED AS TO FORM (if applicable): _____ Date: _____	**LYONS FIRE PROTECTION DISTRICT** By: _____ Paul Davidovich, President ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____
HEALTH DISTRICT OF NORTHERN LARIMER COUNTY By: _____ Molly Gutilla, Board President ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT** By: _____ Michael Graham, President ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____
PARK HOSPITAL DISTRICT By: _____ ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**POUDRE CANYON FIRE PROTECTION DISTRICT** By: _____ Pat Conway, President ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____

THOMPSON VALLEY HEALTH SERVICES DISTRICT By:_____ Tom Blomquist, Chair ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**POUDRE VALLEY FIRE PROTECTION DISTRICT** By:_____ Derek Bergsten, Chief ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY By:_____ Brendan Hanlon, VPUO APPROVED AS TO FORM (if applicable): _____ Linda Schutjer, Senior Legal Counsel Date: _____	**RED FEATHER LAKES FIRE PROTECTION DISTRICT** By:_____ Dan Defibaugh, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
LOVELAND FIRE RESCUE AUTHORITY By:_____ Jeff Swanty, Board Chair ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**WELLINGTON FIRE PROTECTION DISTRICT** By:_____ David Pierson, Vice President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

POUDRE FIRE AUTHORITY	**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**
By:_____ David Pusey, Chair	By:_____ Andrew Rosen, President
ATTEST:_____	ATTEST:_____
APPROVED AS TO FORM (if applicable):	APPROVED AS TO FORM (if applicable):
_____	_____
Date: _____	Date: _____

~~FOURTH~~ FIFTH AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

This Fifth~~ourth~~ Amended Intergovernmental Agreement ("Agreement") is entered into effective November ~~November~~ 1, 202~~3~~1, by and between the following political subdivisions and public entities of the State of Colorado, which are referred to herein collectively as "Parties" and are referred to herein individually by name or as "Party."

Counties~~y~~ (~~2~~1)/Cities (2)/Towns (6)
County of Larimer
County of Jackson
City of Fort Collins
City of Loveland
Town of Berthoud
Town of Estes Park
Town of Johnstown
Town of Timnath
Town of Wellington
Town of Windsor

Hospital/Health Services Districts (3)
Health District of Northern Larimer County
Park Hospital District
Thompson Valley Health Services District

State (1)
Colorado State University

Fire Authorities (2)
Loveland Fire Rescue Authority
Poudre Fire Authority

Fire Protection Districts (15)
Allenspark Fire Protection District
Berthoud Fire Protection District
Crystal Lakes Fire Protection District
Estes Valley Fire Protection District
Front Range Fire Rescue Fire Protection District (f/k/a Johnstown Fire Protection District)
Glacier View Fire Protection District
Livermore Fire Protection District
Loveland Rural Fire Protection District
Lyons Fire Protection District
Pinewood Springs Fire Protection District
Poudre Canyon Fire Protection District
Poudre Valley Fire Protection District
Red Feather Lakes Fire Protection District
Wellington Fire Protection District
Windsor-Severance Fire Protection District

WHEREAS, on or about November 14, 1990, multiple political subdivisions entered into an "Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service" ("the IGA") to form a separate legal entity to serve as a governing body to provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and they named the new entity Larimer Emergency Telephone Authority ("LETA");

WHEREAS, the IGA was thereafter amended ~~three~~ four times effective July 7, 1999, April 5, 2002, ~~and~~ July 21, 2009, and November 1, 2021, with the November 1, 2021 ~~July 21, 2009~~ amendment being known as the "Fourth ~~Third~~ Amended IGA";

WHEREAS, in Larimer County, there are also three volunteer fire departments organized as nonprofit corporations under Colorado law, which are not signatories to the IGA: Glen Haven Area Volunteer Fire Department, Rist Canyon Volunteer Fire Department, and Volunteer Fire

Department of Big Elk.

WHEREAS, in April of 2023, the Jackson County Sheriff's Office reached out to LETA for advice and counsel on matters related to emergency telephone service and emergency notification service within Jackson County, Colorado;

WHEREAS, after some initial exploratory conversations and subsequent due diligence, the Jackson County Board of County Commissioners made a formal request that LETA's jurisdiction be expanded to include Jackson County and that Jackson County become an additional signatory to LETA's IGA;

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the ~~25~~ thirty (30) signatories to the ~~Third~~Fourth Amended IGA, the Parties desire to update the IGA, as amended, to reflect the expansion of ~~changes~~LETA's jurisdiction to include Jackson County and the addition of Jackson County as a signatory to LETA's IGA ~~in federal and state law, the signatories to the IGA, advancements in 911 call technology and infrastructure, and the intent and purposes as to Larimer Emergency Telephone Authority's operations~~;

WHEREAS, the Parties are authorized by Colorado statute (Title 29, Article 11, Part 1) to enter into a contract to establish a separate legal entity that serves as a governing body for the purpose of providing emergency telephone service and to establish and collect an emergency telephone charge in the jurisdiction~~Larimer County~~;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units if:

1. such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

2. any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties and may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

II. SUPERSEDING PRIOR AGREEMENTS

The Parties agree that this Agreement shall supersede the IGA dated November 14, 1990, the amendments thereto dated July 7, 1999, ~~and~~ April 5, 2002, July 29, 2009, and the Fourth~~Third~~ Amended IGA.

III. DEFINITIONS

As used herein:

A. The definitions for the following terms shall be the same as set forth in C.R.S. § 29-11-101, as may be amended: "emergency telephone charge," "911 access connection," "911 call," "911 surcharge," "emergency notification service" "emergency service provider," "public agency," "public safety answering point" ("PSAP"), which is interchangeable with emergency communications center ("ECC"), "service supplier," and "service user."

B. "Agreement" means this ~~Fourth~~Fifth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority;

C. "Board" means the Board of Directors described in Section V in which the powers of the Governing Body are vested.

D. "Bylaws" means the bylaws of the Governing Body as described in Section V(7).

E. "Emergency telephone service" means the receipt and processing of 911 calls by the PSAP for the purpose of providing responses from emergency service providers, and may include providing 911 call-related applications, services, programs, and systems.

F. "Governing Body" means Larimer Emergency Telephone Authority, per the definition set forth in C.R.S. § 29-11-101(16), as may be amended.

G. "Governing Body's jurisdiction" means within the combined geographic boundaries~~y~~ of Larimer County and Jackson County, per the definition set forth in C.R.S. § 29-11-101(17), as may be amended. The Governing Body's jurisdiction differs from the Governing Body's emergency telephone service area.

H. "Governing Body's emergency telephone service area" means the collective boundaries of the emergency service providers that are used by the PSAPs for call routing and emergency response.

~~H.~~I. "Parties" means the signatories hereto, but, in the future, will not include any Party after the effective date of such Party's withdrawal in accordance with Section X, and will include any new signatory admitted to this Agreement by the Board in accordance with Section VI(2)(q).

~~I.~~J. "Proportional basis" as used in Section X(3) means a percentage determined by the following formula: the number of 911 access connections within each boundary of the Identified Political Subdivisions divided by the total number of 911 access connections in Larimer County~~the Governing Body's jurisdiction~~. The Board shall determine the data to use for this calculation based on the Board's determination of the most reliable source(s) and representative timeframes. For the purpose of this definition only: (1) "Identified Political Subdivisions" means Larimer County and each city and town that is a Party, and excludes Jackson County, and (2) the boundary of Larimer County means within the unincorporated areas of the County. If, at the time of the calculation, Larimer County, a city, or a town is not a Party, then the Board shall establish the formula to allocate its percentage among the Identified Political Subdivisions who are Parties.

IV. ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

The Parties establish the separate legal entity and Governing Body known as Larimer Emergency Telephone Authority ("LETA"). The Governing Body may have also been referred to in prior intergovernmental agreements as the Larimer County Emergency Telephone Authority, which is hereby corrected. The Governing Body is created as a nonprofit, public entity established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as may be amended. The Parties intend that the Governing Body be formed under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as may be amended, and meet the Act's definition of a "public entity." The Parties further intend that the Governing Body meet the definition of a "nonprofit organization" under C.R.S. § 13-21-115.5, as may be amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as may be amended.

The Governing Body is an independent legal entity, separate and distinct from the Parties. No debt, liability, or obligation of the Governing Body shall extend to or be an obligation of a Party, unless agreed to in writing.

The Governing Body is responsible for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service in the Governing Body's jurisdiction. The Parties will provide reasonable assistance and cooperation to the Governing Body as it carries out the functions, services, and facilities described in this Agreement for the Parties.

The Parties believe that governing bodies created pursuant to Part 1 of Title 29, Article 11, including the Governing Body, are not subject to the revenue and spending limitations imposed by Article X, Section 20 of the Colorado Constitution ("Amendment 1"), and, to the extent that

Amendment 1 may be deemed to apply to governing bodies, the Governing Body created hereby shall operate as an enterprise within the meaning of Amendment 1 and shall thereby be exempt from all revenue and spending limitations imposed by said Amendment.

The Governing Body is formed in conformity with C.R.S. § 29-1-203.5. The provisions of C.R.S. § 29-1-203.5 apply to the Governing Body.

A Party whose boundaries include portions of Larimer County and another county may be signatories on another intergovernmental agreement related to emergency telephone service and emergency notification service in such other county.

V. THE BOARD OF DIRECTORS

1. **Board.** The business and affairs of the Governing Body shall be managed by a Board of Directors consisting of eight (8) ~~seven (7)~~ directors, each serving without compensation. The Board shall have the power to perform all acts necessary, to fulfill the purposes for which the Governing Body was established, whether express or implied.

2. **Qualifications of Directors.** Each director shall be either (a) a resident of Larimer County, or (b) an elected official in or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party.

3. **Appointment to the Board.** Each director shall be appointed as follows:

a. The Larimer County Board of County Commissioners shall choose one (1) individual who meets the qualifications to serve as the director to represent Larimer County. The Larimer County Board of County Commissioners may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

b. The Jackson County Board of County Commissioners appoints the Jackson County Sheriff, or the Sheriff's designee who meets the qualifications to serve as the director, to represent Jackson County.

~~b.~~c. The City of Fort Collins appoints the City Manager or the City Manager's designee as its one (1) individual who meets the qualifications to serve as the director to represent the City of Fort Collins. The City Council of the City of Fort Collins may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

~~c.~~d. The City Council of the City of Loveland shall choose one (1) individual who meets the qualifications to serve as the director to represent the City of Loveland. The City Council of the City of Loveland may determine the method for appointment from time to time and shall give

to the Governing Body notice of any change in its method for appointment.

~~d.~~e. The Town of Estes Park appoints the Town Administrator or the Town Administrator's designee as its one (1) individual who meets the qualifications to serve as the director to represent the Town of Estes Park. The Board of Trustees of the Town of Estes Park may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

~~e.~~f. The Board as then-comprised at the time of the appointment shall solicit nominees, nominate individually or as a slate, and appoint three (3) additional qualified directors as follows:

1. A director to represent the Parties that are fire districts and fire authorities;
2. A director to represent the Parties that are hospital and health services districts; and
3. A director to represent the Parties that are Colorado State University and towns not otherwise represented on the Board, with preference given to a Party with a PSAP.

4. **Term and Removal.** Directors shall serve a term of two (2) calendar years. There is no prohibition on consecutive terms or on the number of terms. A director may be removed if permitted by and pursuant to the procedures set forth in the Bylaws.

5. **Voting and Quorum.** Each director shall have one (1) vote. No proxy voting shall be permitted. ~~Directors may participate in a meeting remotely by means of telecommunication that permits the director to hear and be heard by all individuals in attendance (audio and/or video) and shall be deemed present for a quorum and entitled to vote at the meeting.~~ A quorum of the Board shall consist of four (4) directors, except that, should there be four (4) or more vacancies at any time, then during that time, a quorum shall consist of three (3) directors. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board shall be required for the Board to take action.

6. **Vacancy.** Any vacancy occurring as a result of a director's resignation, removal, death, disqualification, or any other reason shall be filled for the balance of that director's unfinished term in accordance with the applicable provision of the appointment process set forth in Section V(3).

7. **Bylaws.** The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and Governing Body operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth therein. In the event of a conflict, direct or indirect, between a provision in the Bylaws and this Agreement, this Agreement shall control.

VI. POWERS OF THE GOVERNING BODY

1. **Plenary Powers.** The Governing Body may carry out all purposes of this Agreement and may exercise all powers related thereto, including all incidental, implied, expressed, or such other powers as necessary, except as expressly limited in this Agreement. The Governing Body shall not have the power to levy taxes or the power of eminent domain.

2. **Enumerated Powers.** Without in any way limiting the plenary powers set forth in subsection (1) above, the Governing Body is specifically authorized to undertake all actions for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction that the Governing Body believes are necessary and appropriate and consistent with applicable law, including but not limited to:

a. imposing, collecting, and auditing all charges and surcharges in the Governing Body's jurisdiction as set forth in Part 1 of Title 29, Article 11, as may be amended, and expending such funds as authorized by statute and this Agreement.

b. owning, operating, maintaining, leasing (as Lessor or Lessee), selling, or otherwise disposing of any legal or equitable interest in real and personal property.

c. adopting budgets, maintaining bank accounts, and investing funds.

d. carrying over funds which have not been used in a given fiscal year to the following fiscal year.

e. negotiating, entering into, amending (if necessary), and performing contracts.

f. adopting, reviewing, and amending the Bylaws and passing resolutions not in conflict with this Agreement.

g. adopting, reviewing on an annual basis, and amending (if necessary) the Governing Body's intergovernmental agreements other than this Agreement, as well as policies, protocols, procedures, or rules and regulations (collectively, "Policies") related to the provision of emergency telephone service and emergency notification service within the Governing Body's jurisdiction on subjects including but not limited to:

- Human Resources
- cost sharing
- street naming
- pictometry
- geographic information systems (GIS)
- Master Street Address Guide (MSAG)
- 911 Call Flow/Routing
- use of the backup PSAP
- 911 network

- fiber optic cable (leasing and owning)
- customer-premises equipment (CPE) and other equipment
- computer aided dispatch (CAD) system
- Combined Regional Information Systems Project (CRISP)
- insurance for PSAP equipment owned by the Governing Body and located at a facility owned by a Party
- emergency alert systems (selection and use)
- complex emergency events
- records retention and compliance with applicable law
- training, accreditation, and certification
- Emergency Medical Dispatch (EMD)
- call boxes
- finances and investments

In the event of a conflict, direct or indirect, between a provision the Policies and this Agreement, this Agreement shall control.

h. determining who is authorized to send emergency alerts and the circumstances under which they may be sent.

i. adopting a policy regarding street naming after collaboration with the Parties in whose jurisdiction the street is located.

j. adopting systems (software, hardware, and protocols) for Emergency Medical Dispatch (EMD).

k. conducting joint, partnership, cooperative, or other operations with other individuals and entities.

l. employing agents, accountants, attorneys, engineers, consultants, and other advisors.

m. incurring and paying debts, liabilities, or obligations, including borrowing and executing documents incidental thereto.

n. issuing bonds, notes, or other obligations payable from the revenues derived or to be derived from the revenue of the Governing Body as permitted by applicable law.

o. suing and being sued in its own name.

p. receiving contributions, gifts, bequests, grants, cash, equipment, or services from the Parties or any other public or private individual or entity.

q. after a formal Resolution of the Board, admitting a new signatory to this Agreement

who becomes a Party without formal amendment of this Agreement, so long as each new signatory qualifies under C.R.S. §§ 29-1-202 and 203, has the approval of its legislative body or other authority having the power to so approve, and signs a document memorializing its admission.

r. participating in committees, groups, and organizations at the federal, state, and local level whose work relates to emergency telephone service and emergency notification service, including laws, regulations, and rules related thereto.

s. any other act which the Governing Body believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

VII. BOOKS AND RECORDS

The Governing Body shall keep accurate and correct books of account on a modified accrual basis, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Governing Body. The Governing Body's books of account shall also correctly show any and all revenues, fund balances, costs, or charges, as well as all funds received by and all funds expended by the Governing Body. The Governing Body's books and records shall be open to inspection during normal business hours upon reasonable notice by a Party, its attorneys, accountants, or agents. The books and records of the Governing Body shall also be made available to the public in accordance with the provisions of Colorado's Open Records Act, as may be amended.

The Governing Body shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Governing Body shall comply with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 through 608, as may be amended. The Governing Body shall comply with all other applicable federal and state financial reporting requirements.

The Governing Body shall maintain an asset inventory list for any and all real and personal property acquired by the Governing Body in whole or in part.

On and after the effective date of this Agreement, Jackson County will promptly deliver, transfer, and assign to the Governing Body:

1. the entire balance of funds it holds for purposes of providing emergency telephone service and emergency notification service in Jackson County, but no less than $55,000.00;

2. the entire balance of any funds it receives or has received from the state or federal government or grants for purposes of improving emergency telephone service and emergency notification service in Jackson County, but no less than $70,000.00;

3. all rights, title, and interest to all charges and surcharges due Jackson County for

emergency telephone service under Colorado statute (Title 29, Article 11, Part 1) and deliver the same to the Governing Body, and Jackson County will execute all documents necessary for carriers and the Public Utilities Commission to deliver directly to the Governing Body all such charges and surcharges in the future; and

4. unencumbered title to any PSAP equipment or other assets owned by Jackson County that would assist the Governing Body in its administration and/or operation emergency telephone service and emergency notification service. Jackson County shall execute any documents reasonably necessary to effectuate the transfer of title.

Similar to Agreements with the Governing Body's other PSAPs, Jackson County agrees to (a) insure the Governing Body's equipment located in a PSAP in Jackson County, and (b) provide proof of insurance promptly upon the Governing Body's written request.

The Governing Body will not become a successor to or assignee of any contracts currently in place for purposes of providing emergency telephone service and emergency notification service in Jackson County, with the exception of the current tariff in place for the provision of basic emergency service in Colorado.

VIII. REPORTS TO PARTIES

On an annual basis, the Governing Body shall submit a comprehensive annual report to the Parties summarizing the activities of the Governing Body during the preceding year and make available information concerning the finances of the Governing Body.

IX. DURATION OF AGREEMENT

The Agreement and the Governing Body shall have perpetual existence as permitted by C.R.S. § 29-1-203(1), as may be amended, unless sooner terminated in accordance with this Agreement.

X. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. **Withdrawal.** Any Party may withdraw from this Agreement by providing notice to each other Party and to the Governing Body. The withdrawal shall not be effective until at least one calendar year after the last notice is delivered.

2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all then-Parties, this Agreement shall be terminated and the Governing Body dissolved so long as, at the time of the vote, at least three quarters (3/4) of the Parties have also agreed in writing as to one or more entities who will succeed the Governing Body and undertake all actions for the continued installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction. The effective date of termination shall be December 31st in the

calendar year ending no less than six months after the three quarters (3/4) majority vote for termination.

3. **Dissolution of Governing Body.** Upon the termination of this Agreement pursuant to subsection (2) above, the Board and the Parties shall take such actions necessary to finalize and conclude the Governing Body's operations, effect the orderly dissolution of the Governing Body, and transition emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body, at the discretion of the Board. All assets of the Governing Body located within Larimer County shall be distributed on a proportional basis pursuant to Section III(J) either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. For purposes of this Agreement, all cash, bank, and investment accounts of LETA are deemed to be located within Larimer County. All assets of the Governing Body located within Jackson County shall be distributed to Jackson County either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. The Board shall be responsible for inventorying the assets of the Governing Body, distributing or liquidating any assets as appropriate, concluding the affairs of the Governing Body, and transitioning emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body. Subject to the exercise of the Board's discretion, a Party which has previously made a contribution toward the purchase of a jointly owned asset may receive full ownership of the asset upon termination; however, the Party must account to the Governing Body for the amount that the Governing Body contributed toward purchase of the asset upon distribution of the other assets of the Governing Body. The Parties' rights related to distribution of assets shall survive termination of this Agreement.

XI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES OF THE GOVERNING BODY

The Governing Body and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended.

In addition, the Governing Body shall purchase insurance for the Governing Body and its Board, officers and employees which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement.

XII. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three-quarters (3/4) of the

then-Parties to this Agreement.

XIII. NOTICE

Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. The Notice shall be addressed as follows: (a) to the Board of County Commissioners in the case of Larimer County and Jackson County, (b) to the Board and its Chief Executive Officer in the case of a special district, a fire authority, or the Governing Body, (c) to the City Council in the case of cities, and (d) to the Town Board, Town Council, or Board of Trustees in the case of Towns. A courtesy copy shall also be delivered to the attorneys for Larimer County, Jackson County, cities, and towns. Failure to deliver courtesy copies to the attorneys shall not invalidate a notice otherwise properly delivered as provided in this Agreement. Notice to a director is given by delivering a writing addressed to the director to the Governing Body's current address. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

XIV. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined by a Court of competent jurisdiction. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XV. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit of non-Parties to this Agreement.

XVI. ASSIGNMENT AND DELEGATION

No Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three-quarters (3/4) of the other then-Parties to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed by original, scanned, or digital counterpart signatures and shall have the same force and effect as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties have caused their representatives to affix their respective signatures hereto.

COUNTY OF LARIMER **STATE OF COLORADO** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ William Ressue, County Attorney Date: _____	
COUNTY OF JACKSON **STATE OF COLORADO** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**ALLENSPARK FIRE PROTECTION DISTRICT** By:_____ Jill Allington, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
CITY OF FORT COLLINS, COLORADO By:_____ Jeni Arndt, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ ~~Cyril Vidergar~~ Date: _____	**BERTHOUD FIRE PROTECTION DISTRICT** By:_____ Dan Hershman, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

CITY OF LOVELAND, COLORADO By:_____ Jacki Marsh, Mayor~~Stephen C. Adams, City Manager~~ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Laurie Stirman Date: _____	**CRYSTAL LAKES FIRE PROTECTION DISTRICT** By:_____ Jody Sandquist, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF BERTHOUD, COLORADO By:_____ William Karspeck, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**ESTES VALLEY FIRE PROTECTION DISTRICT** By:_____ Jon Hodde, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF ESTES PARK, COLORADO By:_____ Wendy Koenig-Schuett, Mayor ATTEST: _____ ~~Jackie Williamson, Town Clerk~~ APPROVED AS TO FORM (if applicable): _____ Dan Kramer Date: _____	**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT** By:_____ Darrin Rutt, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

TOWN OF JOHNSTOWN, COLORADO By:_____ Gary Lebsack, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**GLACIER VIEW FIRE PROTECTION DISTRICT** By:_____ David Burk, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF TIMNATH, COLORADO By:_____ Mark Soukup, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**LIVERMORE FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF WELLINGTON, COLORADO By:_____ ~~Troy Hamman,~~ Tory Whanau, Mayor ATTEST: _____ ~~Krystal Eucker, Town Clerk~~ APPROVED AS TO FORM (if applicable): _____ Dan Sapienza Date: _____	**LOVELAND RURAL FIRE PROTECTION DISTRICT** By:_____ Jeff Swanty, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

TOWN OF WINDSOR, COLORADO By: _____ ~~Paul Rennemeyer,~~ Rosa Reynoza, Mayor ATTEST: _____ Karen Frawley, Town Clerk APPROVED AS TO FORM (if applicable): _____ ~~Ian McCargar~~ Date: _____	**LYONS FIRE PROTECTION DISTRICT** By: _____ Paul Davidovich, President ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____
HEALTH DISTRICT OF NORTHERN LARIMER COUNTY By: _____ ~~Michael D. Liggett,~~ Molly Gutilla, Board President ATTEST: _____ ~~Anita Benavidez, Asst. to E.D.~~ APPROVED AS TO FORM (if applicable): _____ Date: _____	**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT** By: _____ Michael Graham, President ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____
PARK HOSPITAL DISTRICT By: _____ ~~Gary Hall, CIO/COO, Estes Park Health~~ ATTEST: _____ APPROVED AS TO FORM (if applicable): _____	**POUDRE CANYON FIRE PROTECTION DISTRICT** By: _____ ~~Gene Mericle,~~ Pat Conway, President ATTEST: _____ ~~Paula Collins, Secretary~~ APPROVED AS TO FORM (if applicable): _____

Date: _____	Date: _____
THOMPSON VALLEY HEALTH SERVICES DISTRICT By:_____ Tom Blomquist, Chair ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**POUDRE VALLEY FIRE PROTECTION DISTRICT** By:_____ Derek Bergsten, Chief ATTEST: _____<br~~Sean Jones, Battalion Chief~~ APPROVED AS TO FORM (if applicable): _____ Date: _____
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY By:_____ Brendan Hanlon, VPUO APPROVED AS TO FORM (if applicable): _____ Linda Schutjer, Senior Legal Counsel Date: _____	**RED FEATHER LAKES FIRE PROTECTION DISTRICT** By:_____ Dan Defibaugh, President ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
LOVELAND FIRE RESCUE AUTHORITY By:_____ Jeff Swanty, Board Chair ATTEST:_____<br~~Kristen Cummings~~ APPROVED AS TO FORM (if applicable): _____<br~~Emily Powell~~	**WELLINGTON FIRE PROTECTION DISTRICT** By:_____<br~~Gary Green, Chief~~David Pierson, Vice President ATTEST:_____<br~~Ashley Macdonald, Deputy District Manager~~ APPROVED AS TO FORM (if applicable): _____

Date: _____	Date: _____
POUDRE FIRE AUTHORITY By: _____ David Pusey, Chair ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ ~~Emily Powell~~ Date: _____	**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT** By: _____ Andrew Rosen, President ATTEST: _____ APPROVED AS TO FORM (if applicable): _____ Date: _____

Board of Trustees Meeting

Date: **August 22, 2023**
Subject: **August 8, 2023 Regular Meeting Minutes**

- **Presentation: Ethan Muhs, Town Clerk**

BACKGROUND / DISCUSSION

Minutes for the August 8, 2023 Regular Meeting.

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:
1. Approve the August 8, 2023 Minutes with the Consent Agenda
2. Remove the the August 8, 2023 Minutes from the Consent Agenda and consider further as an Action Item

ATTACHMENTS

1. 08.08.23 Board of Trustees Regular Meeting Minutes Draft

BOARD OF TRUSTEES
August 8, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

Mayor Chaussee called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance

Mayor Chaussee asked all to rise for the pledge of allegiance.

2. Roll Call

Mayor Chaussee asked for a roll call. The Clerk noted a quorum with the following:
Chaussee – present.
Macdonald – present.
Dailey – present.
Gaiter – present.
Mason – present.
Tietz – present.
Wiegand – present.

3. Amendments to Agenda

Mayor Chaussee asked if there were any amendments to the agenda; there were none.

4. Conflict of Interest

Mayor Chaussee asked if there were any conflicts of interest on agenda items; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Mayor Chaussee called for public comment on non-agenda items; there was none.

C. PRESENTATION

1. Community Survey Results

Mayor Chaussee invited Ms. Kelly Houghteling, Deputy Town Administrator, to present this item to the Board. The Trustees then asked questions and discussed this item with Ms. Houghteling.

2. Shaping the Future of Public Health - Larimer County Department of Health and Environment

Mayor Chaussee invited Mr. Tom Gonzales to present this item to the Board. The Trustees then asked questions and discussed this presentation with Mr. Gonzales.

D. CONSENT AGENDA

1. July 11, 2023 Board of Trustees Regular Meeting Minutes

2. July 18, 2023 Board of Trustees Special Meeting Minutes

3. July 25, 2023 Board of Trustees Regular Meeting Minutes
Mayor Chaussee called for a motion on the Consent Agenda.

Trustee Gaiter moved to approve the Consent Agenda. Trustee Tietz seconded.

Yeas: Gaiter, Tietz, Dailey, Mason, Wiegand, Macdonald, Chaussee
Nays: None

The motion carried unanimously and the Consent Agenda was approved.

E. LIQUOR LICENSE AUTHORITY BOARD
Mayor Chaussee closed the Regular Meeting and opened the Liquor License Authority Board at 7:43 p.m., then asked for a roll call. The Clerk noted a quorum with the following:
Chaussee – present.
Macdonald – present.
Dailey – present.
Gaiter – present.
Mason – present.
Tietz – present.
Wiegand – present.

1. KLC2, LLC dba Wellington Manor - Lodging & Entertainment (City) Liquor License Renewal
Mayor Chaussee invited Mr. Ethan Muhs, the Town Clerk, to present this item. Trustee Gaiter commented on this application.

Mayor Chaussee called for public comment on this item; there was none.

Mayor Chaussee called for a motion on this item.

Trustee Dailey moved to approve the KLC2, LLC dba Wellington Manor – Lodging & Entertainment (City) Liquor License Renewal. Mayor Pro Tem Macdonald seconded.

Yeas: Gaiter, Tietz, Dailey, Mason, Wiegand, Macdonald, Chaussee
Nays: None

The motion carried unanimously and the license renewal was approved.

2. EL MESCAL, INC dba SOL DE JALISCO MEXICAN RESTAURANT - Hotel & Restaurant (City) Liquor License and Takeout Permit Renewal Application
Mr. Muhs presented this item. Mayor Chaussee invited questions and comments from the Board and public comment on this item; there was none.

Mayor Chaussee called for a motion on this item.

Trustee Mason moved to approve the EL MESCAL, INC dba SOL DE JALISCO MEXICAN RESTAURANT – Hotel & Restaurant (City) Liquor License and Takeout Permit Renewal Application. Mayor Pro Tem Macdonald seconded.

Yeas: Gaiter, Tietz, Dailey, Mason, Wiegand, Macdonald, Chaussee
Nays: None

The motion carried unanimously and the license renewal was approved.

Mayor Chaussee closed the Liquor License Authority Board and reopened the Regular Meeting at 7:48 p.m.

F. REPORTS

Mayor Chaussee called for reports.

1. Town Attorney

No report.

2. Town Administrator

Ms. Houghteling and Mr. Muhs reported on Advisory Board Appointments for position vacancies.

3. Staff Communications

a. Larimer County Sheriff's Office Report (May and June 2023)

b. Report of Bills (May 2023)

c. 2nd Quarter 2023 Residential Building Permit and Lot Inventory Report

d. Monthly Utility Report (June)

4. Board Reports

Mayor Chaussee invited Board Reports.

Trustee Dailey – reported on events with Larimer County, within the Town, and other upcoming events in Town.
Trustee Gaiter – reported on National Night Out.
Trustee Tietz – reported on National Night Out and other upcoming events in Town.
Trustee Wiegand – no report.
Trustee Mason – no report.
Mayor Pro Tem Macdonald – no report.
Mayor Chaussee – no report.

G. ADJOURN

Mayor Chaussee called for a motion to adjourn.

Trustee Gaiter moved to adjourn. Trustee Wiegand seconded.

Yeas: Gaiter, Tietz, Dailey, Mason, Wiegand, Macdonald, Chaussee
Nays: None

The motion carried unanimously.

Mayor Chaussee adjourned the meeting at 8:00 p.m.

_____
Ethan Muhs, Town Clerk

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.

Board of Trustees Meeting

Date: August 22, 2023
Subject: Resolution No. 29-2023: A Resolution of the Town of Wellington, Colorado Considering Contracts for Treated Water Storage Tanks Coatings and Improvements

- **Presentation: David Myer**

BACKGROUND / DISCUSSION

Executive Summary
A contract with Hensel Phelps Construction Company is presented for improvements to the Town's existing two treated water storage tanks at the Water Treatment Plant. The improvements primarily include sandblasting, recoating, and miscellaneous repairs to the tanks. Since contractor costs came in substantially lower than originally anticipated, staff engineers are proposing to extend the original scope involving just the larger tank to both tanks along with the purchase and installation of tank mixing systems under a single contract with all work substantially completed by April 15, 2024.

Introduction
Wellington's Water Treatment Plant (WTP) operates with two above ground, welded steel, treated water storage tanks (see attached photos). The 2-million-gallon (MG) tank is 82 feet in diameter and has been in service since the early 2000s. The 1MG tank is 60 feet in diameter and has been in service since the mid-1980s. Both tanks are about 48 feet high above the ground and have average water depths between 35 and 45 feet.

A visual and video inspection of both tanks was undertaken in June 2021 by Midco Diving & Marine Services, Inc. (Rapid City, South Dakota). The inspection report noted corrosion and coating failures on the interior and exterior of the tanks. Recommendations included sandblasting, recoating, repairs to corroded areas, and improvements to the manway entries. Installation of a new #18 corrosion resistant mesh on the roof vent and overflow plumbing have also been recommended, but these have since been completed by the Town. Temporary repairs (spot epoxy patches) to the most severe areas inside of the tanks were conducted by Midco in Fall 2021; these repairs are guaranteed for only 18 months.

Construction is currently taking place for the plant's expansion with Hensel Phelps (HP) as the general contractor and Weifield Group as the subcontractor for electrical services. Construction began in May 2021 with final completion set for August 2024. Although recoating the tanks is not within HP's plant expansion scope, HP is responsible for underground pipeline work near the tanks along with the tank's treated water influent pipelines. They are also responsible for ensuring continuous operation of the existing WTP while construction is taking place, along with coordination with the plant operators and site safety.

The approved 2023 budget includes a $1.3M capital project for improvements to the 2MG tank. The 5-year Capital Improvement Plan includes $1.3M for improvements to the 1MG tank in 2025. However, final contractor costs came in substantially lower than originally anticipated back when the Town's 2023 budget was established in July 2022. Therefore, instead of spreading the work over several years, staff engineers are proposing to undertake the work on both tanks under a single contract with all work completed by May

2024. This would involve a slight increase to the 2023 CIP budget; however, it would eliminate the $1.3M CIP effort planned for 2025. Additionally, tank mixing systems are being proposed to be added to this project. Mixing systems are needed in the tanks to eliminate thermal and chemical stratification and improve other water quality parameters, as confirmed by an engineering firm hired by staff to assist with this project. These will be installed when the tanks are emptied, and access to the tanks' interiors is available.

Scope of Work
This project includes the following contractors with their respective scopes of work:

Hensel Phelps, General Contractor (Fort Collins, Co) -- HP will provide general contractor services including project management and oversight, scheduling, coordination, construction equipment (including heavy equipment), job trailer, site safety, invoicing, interior tank heating (if needed), welding or minor structural repair (if needed), installation of tank mixing systems (see below), and repairs to the tanks' manway access hatches and bolt replacement.

Coblaco Services, Subcontractor (Henderson, Co) -- Coblaco will perform the sandblasting and recoating of the tanks' interiors and hot water blasting and recoating of the tanks' exteriors. All coatings will be National Sanitation Foundation (NSF) compliant that require all coatings in contact with potable water to meet new lower extraction levels for xylene, ethylbenzene, and toluene (common solvents used in the painting industry). The interior coating will meet Section 2.21 of the State's Design Criteria, and tank disinfection shall be conducted per AWWA C652, Standard for Disinfection of Water Storage Facilities. Coblaco is one of the very few local painting contractors that serve the water and wastewater industry, can provide high performance coatings, has considerable experience with water storage tanks, and has attended site visits with staff and HP last fall.

Advance Tank, Subcontractor (Wellington, Co) -- Advance Tank will be cutting the access doors on the tanks (aka "door sheets") that will allow workers to enter and exit the tanks. They will also install temporary structural bracing and weld the door sheets back in place. Advance Tank built original tanks and therefore understands each tank's structural aspects, knows how to safely perform the door sheet cuts, and where to install the temporary bracing.

Weifield Group, Subcontractor (Centennial, Co) -- Weifield will be responsible for the installation of the tank mixing systems (with HP's support) and trenching and placement of electrical conduits. Weifield is currently serving onsite as HP's subcontractor for all electrical work for the WTP expansion.

Town of Wellington -- Town engineering staff will be independently purchasing the mixing systems and hire an independent third-party inspector to ensure proper sandblast preparation, correct media size, and proper surface preparation. The inspector will also verify wet film thicknesses and conduct holiday testing. Staff engineers are currently reaching out to locate available inspectors. Per the Town's purchasing policy, should inspection fees exceed $30,000, the contract will be presented to the Board for approval. Note that coatings inspection is specialized, requiring a National Association of Corrosion Engineers (NACE) certification.

Project Schedule
Contract execution will occur shortly after Board approval, followed by a project kickoff meeting in September. The 2MG tank will be drained in mid-October. The plant will operate with just the 1MG tank while sandblasting, surface preparation, painting, and mixer installation occurs on the 2MG tank. Depending on progress, weather, and temperature, some exterior work on the 1MG tank may occur simultaneously. When work is completed on the 2MG tank, it will be properly disinfected and brought back online. The 1MG tank

will then be drained, sandblasted, painted, and have its mixing system installed while the plant operates with just the 2MG tank. Depending on weather and temperature, some exterior recoating work may need to occur in the spring of 2024. However, both tanks will be fully operational and properly disinfected by the contracted substantial completion date of April 15, 2024.

Engineering Support
A Request for Proposal (RFP) for engineering support was issued on April 13, 2023. A site visit was held with prospective bidders on April 21. Five proposals were received on May 10, and the selection committee chose Ditesco (Fort Collins, Co) as having the best proposal. Scope and fees were further negotiated, and a contract was awarded to Ditesco for $29,731 on July 5. Ditesco's scope includes an initial tank inspection (primarily structural), assistance with CDPHE permitting and disinfection contact time, mixing system evaluations, work phasing, preparation of coating specifications, meeting attendance, and observations during construction. Ditesco produced a technical memorandum in July that concurred mixing systems are needed in the tanks to eliminate thermal and chemical stratification and improve water quality parameters. Five different tank mixing systems were evaluated, and recommendations were provided. Town staff selected the Gridbee Submersible Mixers, which are moderately priced yet still able to achieve the required mixing under minimal maintenance. Ditesco's memorandum and information on the Gridbee Mixers unit are attached.

Project Fees
The primary subject of this Board approval is Hensel Phelps' contract for the scope of work defined above (both tanks) which consists of a not-to-exceed fee of $1,318,161. Contract documents have been prepared that are based on industry standard Engineers Joint Contract Document Committee (EJCDC) templates that include an Agreement (C-525), General Conditions (C-700), and Supplemental Conditions (C-800). These contract documents have been approved by the Town's attorney and are consistent in form with those used in the Town's two plant expansion projects. Contract documents and HP's fee summary are attached. The HP contract would become part of the entire project consisting of the following fees:

- Hensel Phelps: $1,318,161
- Ditesco's Engineering Support: $29,731
- Purchase of Mixing Systems by Town: $27,220
- Inspection/Testers Fees: $30,000 (Estimated)
- Total: $1,405,112

Budget Reconciliation and Recommendation
The recommended project approach is to complete improvements to both tanks with the same team, project scope, and contract, resulting in a total project cost approximately $105,000 greater than the approved $1.3M budget for 2023 for just the 2MG tank. The $1.3M CIP planned for 2025 would then be eliminated. HP and Weifield staff involved in the expansion project have been identified as team members for this tank project, which, by virtue of its economies of scope, can prove cost-effective for the Town. Engineering staff propose utilizing the following project savings from other 2023 budgeted CIP efforts to cover this difference:

- $75,000 – Tank Aeration Study. The bulk of this project, including modeling to determine water age and turnover rates for the tanks, was completed in-house. The remaining portion of this effort, including recommendations for tank mixing systems, is being executed by Ditesco within their currently proposed scope of work for engineering services for the tank improvements.
- $20,000 – Pre-Treatment Facility Improvement, Concrete. Staff has determined this project is susceptible to delay as it cannot be completed in advance of closing on the property purchase from

North Poudre Irrigation Company followed by installation of new security fence around the expanded property. Furthermore, it has been determined this project can be completed in-house using materials on-hand.

- $50,000 – Fencing. This project would provide fencing around the WTP's Pretreatment Building site located south of the main plant. Town staff anticipate postponing this project to the coming years in conjunction with other Pretreatment site improvements and security enhancements following the North Poudre Irrigation Company land purchase.

Should these tank improvements be delayed until after contractors depart from the WTP expansion, mobilization and demobilization fees would need to be incurred which are typically 10 to 20 percent of the project cost (roughly $150,000). These would include such things as shop trailers (hauling, removal, rental), heavy equipment delivery and storage, setting up internet service and rates, and establishing temporary electrical power, all of which are currently in place for the expansion project and ready to be utilized for the tanks' project.

Sole Source

Given that both Hensel Phelps (and Weifield) are constantly on site for the expansion project, have equipment readily available, maintain onsite job trailers, are responsible for entire site safety and construction activity coordination, it was deemed appropriate to sole source the tanks' coating and improvement project to HP. It is furthermore the opinion of Wellington's staff engineers that it is highly unlikely that other general contractors would be interested in undertaking the recoating project, knowing that HP is fully present as the general contractor for the expansion project. A more detailed sole source letter is attached.

STAFF RECOMMENDATION

The following motions are provided for Board of Trustee consideration:

- Move to adopt Resolution No. 29-2023, approving the execution of the contract with Hensel Phelps Construction Company.
- Move to postpone consideration of Resolution 29-2023.
- Move to deny Resolution 29-2023.

ATTACHMENTS

1. Resolution 29-2023 - Water Tank Contract
2. Tank Photos
3. C520-Agreement Tanks Improvements HP
4. C700-General Conditions Tanks Improvements HP
5. C800- Supp Conditions Tanks Improvements HP
6. Fees Summary Tanks Improvements HP
7. Sole Source Letter HP Tank Improvements
8. Tank Mixer Recommendation Memorandum Ditesco
9. Gridbee Submersible Tank Mixer Brochure

TOWN OF WELLINGTON

RESOLUTION NO. 29-2023

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO CONSIDERING A CONTRACT FOR TREATED WATER STORAGE TANK COATINGS AND IMPROVEMENTS

WHEREAS, the Town of Wellington's Water Treatment Plant operates two water storage tanks; and

WHEREAS, an inspected conducted by Midco Diving & Marine Services, Inc. in June 2021 identified corrosion and coating failures on the interior and exterior of the tanks and recommended corrective action; and

WHEREAS, the Town of Wellington's approved 2023 budget includes $1.3 million for capital project improvements to the 2-million gallon tank and the 5-year Capital Improvement Plan (CIP) includes a $1.3 million for improvements to the 1-million gallon tank in 2025; and

WHEREAS, the Town of Wellington's engineering staff have identified a series of contracts that would substantially repair the two tanks by April 15, 2024; and

WHEREAS, the proposed contracts would require an increase of current expenditure and subsequently reduce future CIP expenditure; and

WHEREAS, a principle contractor in the proposed contracts repairing the two tanks, Hensel Phelps Construction Company, has quoted the repair of the two tanks at $1,318,161; and

WHEREAS, the Board of Trustees wishes to accomplish timely, cost-efficient repairs of the two tanks.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, LARIMER COUNTY, COLORADO.

The Board of Trustees hereby approves the execution of the Contract Agreement with Hensel Phelps Construction Company

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August 2023.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chaussee, Mayor

ATTEST:

_____
Ethan Muhs, Town Clerk

Existing 2MG Tank (foreground) and 1MG Tank (background)

Existing 2MG Tank

Existing 1MG Tank (foreground) and 2MG Tank (background)

Existing 1MG Tank (foreground) and 2MG Tank (background)

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 CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
American Council of Engineering Companies

Draft
Not for Signing

ASCE
American Society of Civil Engineers

NSPE
National Society of Professional Engineers

Endorsed By

CSI
Building Knowledge
Improving Project Delivery

NUCA
We Dig America

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Wellington ("Owner") and Hensel Phelps Construction Co. 77 NW Frontage Road, Fort Collins, CO 80524 ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work is for all services incidental to the construction management and administration of the Wellington's 2MG and 1MG treated water storage tank improvements. The Contractor will be responsible for providing construction means, methods, sequencing, scheduling, preparation of any required submittals, selection of and construction coordination of subcontractors to perform the work, and all other work defined in the Agreement.

ARTICLE 2—THE PROJECT

Draft

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Not for Signing

The Project is for improvements to the Town's existing 2MG and 1MG treated water storage tanks at the Town's Water Treatment Plant (WTP) that primarily include sandblasting (interior), recoating (interior and exterior), installation of a tank mixing systems, and miscellaneous repairs to the tanks.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Ditesco, LLC ("Engineer") to act as Owner's representative, assume duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract. Engineer's role in this project shall be merged between Owner and Ditesco and shall be further identified through the course of the project as determined by Town's project manager. Specifications shall be issued as necessary to suit the needs of the project. Work shall be done under authorization from Owner or Engineer, not necessarily as defined within the General and Supplemental Conditions.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before April 15, 2024, with Substantial Completion defined as having the interiors of both tanks coated with mixers installed, door sheets reinstalled, repairs to manways and any structural repairs completed, both tanks fully disinfected, and ready for service. The work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2024, with Final Completion further defined as terms of Substantial Completion plus having the exteriors of both tanks coated and all punch list items completed.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

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Not for Signing

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. A not-to-exceed lump sum of $1,318,161.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

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

6.05 *Interest*

A. All amounts not paid when due shall bear interest at the rate of as defined by the Prime Rate as published by the Wall Street Journal (WSJ) per annum. Said interest will only be due after Contractor provides Owner or Owners Representatives or Owners Engineers ten days written

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notice of non-payment. Written notice of non-payment may be provided after billing has been received by Owner or Owners Representatives or Owner's Engineers.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications (to be delivered at a later date)
9. Exhibits to this Agreement (enumerated as follows):
    a. None
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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Not for Signing

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

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8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the signature last affixed to this page (which is the Effective Date of the Contract).

Owner:	Contractor:
Town of Wellington, Colorado	Hensel Phelps Construction Co.
a Colorado Statutory Town	77 NW Frontage Rd., Fort Collins, CO, 80524
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: Patti Garcia	Name: _____
(typed or printed)	*(typed or printed)*
Title: Town Administrator	Title: _____
(typed or printed)	*(typed or printed)*
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: David K. Myer, Engineer III	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
Town of Wellington	Hensel Phelps Construction Co.
8225 Third Street	77 NW Frontage Road
Wellington, CO 80549	Fort Collins, CO 80524
Designated Representative:	Designated Representative:
Name: David K. Myer	Name: Will Martin
(typed or printed)	*(typed or printed)*
Title: Engineer III	Title: Project Manager
(typed or printed)	*(typed or printed)*
Address:	Address:
8225 Third Street	Hensel Phelps Construction Co.
Wellington, CO 80549	77 NW Frontage Road
	Fort Collins, CO 80524
Phone: 970-966-4238	Phone: 970-217-9957
Email: myerdk@wellingtoncolorado.gov	Email: wmartin@henselphelps.com
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: _____
	(where applicable)
	State: _____

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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STANDARD GENERAL CONDITIONS
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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *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 Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *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 Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *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.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *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 Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *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.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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 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 of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

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47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

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1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

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2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

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B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

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A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

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B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

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H. Contractor shall require:

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1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

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B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

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E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

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B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

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C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

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A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

   a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determine and verify:

      1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

      2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

      3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

   c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

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3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

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C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

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3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

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C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

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2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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ARTICLE 8—OTHER WORK AT THE SITE

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8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

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B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

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B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

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C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

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a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

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b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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ARTICLE 12—CLAIMS

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12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

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2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

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C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

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14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

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14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

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14.03 *Defective Work*

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A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

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D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

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15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

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C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

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B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

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C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

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B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

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ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

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18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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The Owner has retained Ditesco, LLC ("Engineer") to act as Owner's representative, assume duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract. Engineer's role in this project shall be merged between Owner and Ditesco and shall be further identified through the course of the project as determined by Town's project manager. Specifications shall be issued as necessary to suit the needs of the project. Work shall be done under authorization from Owner or Engineer, not necessarily as defined within the General and Supplemental Conditions.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.10.a In the first sentence delete "by Owner directly to Contractor."

SC-1.01.A.10.b Delete Paragraph 1.01.A.10.b in its entirety.

SC-1.01.A.10.c In the first sentence delete "by Owner directly to Contractor."

SC-1.01.A.42 In the first sentence delete ", in the opinion of Engineer,"

Add the following language at the end of Paragraph 1.01.A.42:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) required functional, performance and acceptance, or startup testing has been successfully demonstrated for components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications.

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SC- 1.01.A.50 Delete "and recommended by Engineer"

SC-1.01.A Add the following new paragraph:

1.01.A.51 *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

SC-1.02 Delete Paragraph B

Delete Paragraph D.3

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ARTICLE 2—PRELIMINARY MATTERS

SC-2.01 Delete Paragraph 2.01.B and Paragraph 2.01.C in their entirety and insert the following in their place:

2.01.B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.01.C. *Evidence of Owner's Insurance:* After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Amend first sentence in Paragraph 2.02.A to read as follows:

Owner will furnish to Contractor one hard copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

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ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Add the following new paragraph immediately after Paragraph 3.01.G:

3.01.H. Sections of Division 01, General Requirements, govern the execution of the Work of all sections of the Specifications.

ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Delete the third sentence of Paragraph 4.01.A in its entirety.

SC-4.04.A.1 Change to "Contractor shall notify Engineer (to the extent indicated in Paragraph 2.05) of proposed adjustments in the Progress Schedule that will not result in changing the Contract Times."

SC-4.05.C Change the first sentence to "If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Contractor and those for which Contractor is responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times."

SC-4.06. Add the following new paragraph immediately after Paragraph 4.05:

4.06. *COVID-19 and Infectious Diseases:* The Contract Price and Contract Times: (i) are sufficient for Contractor to perform the Work based on currently known

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or reasonably anticipated disruptions caused by the disease known as COVID-19; and (ii) include Contractor's compliance with all currently enacted governmental health orders and safety requirements associated with COVID-19. The Contract Price and Contract Times do not contemplate, and specifically exclude, all other cost or schedule impacts caused by COVID-19 or other infectious disease outbreaks, including, but not limited to, future changes to governmental health orders and safety requirements, future labor or material shortages that cannot be reasonably anticipated, or other future disruptions to the Work that cannot be reasonably anticipated. Such cost and schedule impacts will be negotiated by the parties and documented by a written Change Order, provided that to the extent the Contractor claims any delay in the commencement or the progress in the Work as a result of COVID-19 or an infectious disease outbreak, then such claims shall be asserted within the time required by, and shall otherwise comply with the requirements of, Paragraph 4.05.G.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

5.03.A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

5.06.A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

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SC-5.06.J: Modify first sentence to "To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, and employees from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible."

ARTICLE 6—BONDS AND INSURANCE

SC-6.01 Delete Paragraph 6.01.D in its entirety and insert the following:

6.01.D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state of Colorado, to issue bonds in the required amounts.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

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6.02.B.1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03.C.6 Include the following parties or entities as additional insured:

Town of Wellington, 8225 3rd Street, Wellington, CO 80549.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.C:

6.03.D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

6.03.D.1. Workers' Compensation, and related coverages:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	$N/A
Bodily injury by disease, aggregate	$N/A
Employer's Liability:	
Bodily injury, each accident	$Statutory
Bodily injury by disease, each employee	$Statutory
Bodily injury/disease aggregate	$Statutory
Foreign voluntary worker compensation	Statutory

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6.03.D.2. Contractor's Commercial General Liability:

General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

6.03.D.3. Automobile Liability:

Bodily Injury:

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Each person	$600,000
Each accident	$600,000
Property Damage:	
Each accident	$600,000
[or]	
Combined Single Limit of	$1,000,000

6.03.D.4. Excess or Umbrella Liability:

Per Occurrence	$1,000,000
General Aggregate	$1,000,000

6.03.D.5. Contractor's Pollution Liability:

Each Occurrence	$N/A
General Aggregate	$N/A

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

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6.03.D.6. Contractor's Professional Liability: If Contractor and or subcontractor shall be performing licensed professional services, Contractor and or subcontractor shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

SC-7.03.C Add the following new subparagraphs immediately after Paragraph 7.02.C:

7.02.C.1. Regular working hours will be 7:00 am to 6:00 pm unless otherwise specified in the General Requirements or agreed to by Owner.

7.02.C.2. Owner's legal holidays are those days observed as holidays by the Town of Wellington.

SC-7.03.D Add the following new paragraph immediately after Paragraph 7.03.C:

7.03.D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the

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Resident Project Representative, if any), Owner's representative, construction testing services, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.09 Add the following new paragraph immediately after Paragraph 7.09.A:

7.09.B. Owner will pay for the following construction permits and licenses:

7.09.B.1. Town of Wellington Building Department Building Permit.

SC 7.10 Add a new paragraph immediately after Paragraph 7.10.A:

7.10.B. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.

7.10.B.1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

7.10.B.2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

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SC-7.11.B Modify first sentence to "If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and its officers, directors, members, partners, and employees from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action."

SC-7.11 Add the following new paragraph(s) immediately after Paragraph 7.11.C:

7.11.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.10, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

7.11.D.1. Pursuant to Colorado Revised Statute 8-17-101, 80 percent of skilled and common labor employed on the Project shall be Colorado residents.

SC-7.12 Amend Paragraph A by striking out the word "approved" from the text and substitute in each place the work "reviewed".

Delete the last sentence of Paragraph A and substitute:

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"Upon completion of the Work and prior to release of final payment, Contractor shall deliver these record documents to the Engineer or Owner."

SC 7.13 Add the following new paragraph immediately after Paragraph 7.13.J:

7.13.K. Contractor shall comply with the requirements of the versions of the International Fire Code adopted by the Town of Wellington and the Wellington Fire District including permitting, notification, signage, material use and storage limitations, and inspections.

ARTICLE 8—OTHER WORK AT THE SITE

This section left intentionally blank.

ARTICLE 9—OWNER'S RESPONSIBILITIES

SC-9.01.A Replace "shall" with "may" and delete "all"

SC-9.11 Add the following new paragraph immediately after Paragraph 9.11.A:

9.11.B. On request of Contractor, prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner will furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

10.03.B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.07 Add the following new paragraph immediately after Paragraph 10.07.E:

10.07.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02 Deleted Paragraph B.

SC-11.02 Add the following new paragraph immediately after Paragraph 11.02.B:

11.02.C. In accordance with Colorado Revised Statute 24-91-103.6, no change order will be issued which causes the aggregate amount payable under the Contract to exceed amount appropriated for the original Contract without

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written notice to Contractor that appropriations have been made to cover the costs of the additional work.

SC-11.07 Add the following new paragraph immediately after Paragraph 11.07.C:

11.07.D. In the event Contractor submits request for additional compensation because of a change or differing Site conditions, or because of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

ARTICLE 12—CLAIMS

SC-12.01.A Replace "The following" with "All"

SC-12.01.B Delete "The party submitting the Claim shall also furnish a copy to the Engineer, for its information only."

SC-12.01.C Delete ", with a copy to Engineer."

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ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

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SC-13.01.B.1 Modify to "Costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications, and at billable rates, agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. The billable rate shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the billable rate."

SC-13.01.B.3 Modify second sentence to "If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids and make recommendations to Owner and Engineer for their review."

SC-13.01.B.5.c Modify to "Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading,

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unloading, assembly, dismantling, and removal thereof. All construction equipment owned or rented from Contractor will be invoiced at rates provided in Contractor's proposal, as agreed to by the parties. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work."

SC-13.01.B.5.i Modify to "The costs of premiums for all of Contractor's bonds and insurance as well as the cost of Subcontractor bonds and insurance; however, under no circumstances will bonds and insurance be separately invoiced if included in subcontractor's subcontract price."

SC-13.01.C.1 Delete 13.01.C.1. and replaced with:

13.01.C.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety mangers, engineers, architects, estimators, attorneys, auditors, purchasing and contracting agents, expediters, and timekeepers employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. Payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

Draft

SC-13.01.C.5 Delete 13.01.C.5. and replaced with:

Not for Signing

13.01.C.5. Costs due to:

13.01.C.5.a. Negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to making good any damage to property.

13.01.C.5.b. Correction of defective Work, disposal of materials or equipment wrongly supplied, which would cause the cost of Work to be greater than the Contract price, inclusive of Contractor Continency Allowance.

SC-13.02 Add "and Contingencies" to the article title.

In Paragraph A delete "and Engineer."

Add new Paragraph 13.02.E to state the following:

13.02.E. Contractor's Contingency: Owner agrees that Contractor's contingency, if expressly allowed for by written agreement of the parties, is for use of Contractor to account for overruns in the allowable Cost of the Work as defined in Paragraph 13.01 in the order to maintain the Contract Price and Contract Times."

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SC-13.02.C Delete 13.02.C and replaced with:

13.02.C. Contingency Allowances: Owner and Contractor agree to a sum to be agreed upon as the Owner Contingency Allowance which is for the sole use of the Owner to cover unanticipated costs. Owner and Contractor agree to a sum to be agreed upon as the Contractor Contingency Allowance which is for the sole use of the of the Contractor to cover costs not anticipated by the Contractor. Owner and Contractor agree to a sum to be agreed upon as the Warranty Contingency Allowance which is for the sole use of the of the Owner to cover costs not anticipated by the Contractor for warranty claims brought by the Owner to Contractor under Section 15.08, and notwithstanding Section 13.02.B, this Warranty Contingency Allowance shall remain open until the Warranty Period of Section 15.08 has closed.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Add the following language at the end of Paragraph 14.02.D:

Tests required by Contract Documents to be performed by Contractor that require test certificates be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

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14.02.D.6. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection" as applicable.

14.02.D.7. Calibrate testing equipment at reasonable intervals by devices of accuracy, traceable to the National Institute of Standards and Technology or accepted values of natural physical constants.

SC-14.03 Add new Paragraph G to state the following:

14.03.G. Correction of work during the correction period will be handled in accordance with Paragraph 15.08.

SC-14.07.B Modify second sentence to: "In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere."

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Amend Paragraph 15.01.B.1 to read as follows:

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15.01.B.1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer or Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by Contractor's updated progress schedule or progress report, with such shop Drawings, schedules, procurement schedules, and other data as reasonably required by Owner.

SC-15.01.C.6.e Add "material" before the word default.

SC-15.01.E.1.i Modify to "there are other items entitling Owner to a set off under this Agreement against the amount recommended."

SC-15.06.A.2.e Add "conditional" before the word "releases."

SC-15.08 Amend the first sentence of Paragraphs 15.08.A to read as follows:

15.08.A. If within two (2) years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplemental Conditions or the terms of any applicable special guarantees required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, that after receipt of such notice of defect Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions:

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15.08.A.1. correct the defective repairs to the Site or such adjacent areas;

15.08.A.2. correct such defective Work;

15.08.A.3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

15.08.A.4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

During the two (2) year correction period the Owner shall work directly with the Contractor and such work as is required to be corrected shall not be coordinated through the Engineer. Conversely, the Contractor shall work directly with the Owner on correction work.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

SC-16.02.A Delete bullet 4

SC-16.02.D Replace "seven" with "ten"

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

SC-17.01.A Replace "The following" with "All"

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SC-17.02 Add the following new paragraph immediately after Paragraph 17.01:

SC-17.02. Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

SC-18.07 Delete Paragraph 18.07.A in its entirety and insert the following in its places.

18.07.A. The laws of the State of Colorado apply to this Agreement. Reference to two pertinent Colorado statutes are as follows:

18.07.A.1. Colorado Revised Statutes (CRS 8-17-101) requires that Colorado labor be employed to perform the work to the extent of not less than 80 percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the project. Colorado labor means any person who is a bona fide resident of the State of Colorado at the time or employment, without discrimination as to race, color, creed, age, religion or sex.

Draft

18.07.A.2. If a claim is filed, Owner is required by law (CRS 38-26-107) to withhold from all payments to Contractor sufficient funds to insure the payment of all claims for labor, materials, team hire, substance, provisions, provender, or other supplies used or consumed by Contractor or his subcontractors in or about the performance of the work. Such funds must be withheld until said claims have been paid or such claims as filed have been withdrawn, such payment or withdrawn to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such a claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless an action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with the Owner. At the expiration of such ninety (90) day period, Owner shall pay to Contractor such moneys and funds as are not the subject of suit and lis pendens notices, and shall retain only sufficient funds to insure the payment of judgements which may result from the suit.

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SC-18.11 Add the following new paragraph:

18.11. Forms

Contractor shall be required to use forms included in these Contract Documents and where not so included forms that are acceptable to Owner and Engineer.

SC-18.12 Add the following new paragraph:

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18.12. Town Appropriation

This Contract is subject to annual appropriations by the Board of Trustees of the Town of Wellington and may be terminated by the Town of Wellington due to non-appropriation of funds. Town of Wellington staff responsible for the management of this contract will use best efforts to obtain appropriation in the amounts required under the Contract, including the submission of budget requests each year that are sufficient to cover the Town's payment obligations for the next fiscal year.

SC-18.13 Add the following new paragraph in its entirety:

18.13. Prohibition Against Employing Illegal Aliens: Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

(i) As of the date of this Contract:

(a) Contractor does not knowingly employ or contract with an illegal alien; and

(b) Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

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(ii) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

(iii) Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

(iv) Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(v) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(a) Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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(b) 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 illegal alien; 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 an illegal alien.

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

(vii) If Contractor violates a 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.

(viii) The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the Town terminates the Contract for such breach.

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SC-18.14 Add the following Paragraph in its entirety.

Not for Signing

18.14. Equal Opportunity Clause: The Contractor agrees to abide by the provisions under Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on a basis of race, religion, color, or national origin. This includes abiding to Executive Order 11246 which prohibits discrimination on the basis of sex, and 45 CFR which prohibits discrimination on the basis of age, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of a disability.

END OF SECTION

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HENSEL PHELPS
Plan. Build. Manage.

Wellington Water Storage Tank Improvements

Project: Wellington WTP 2MG & 1MG Tank Coating
Estimate: Wellington WTP 2MG & 1MG Tank Coating

Report Date: 7/19/2023 12:23:17 PM

Grouped by:

Group Phase \ Phase \ Items	Quantity	Labor Unit Cost	Labor Amount	Material Unit Cost	Material Amount	Subcontract Unit Cost	Subcontract Amount	Equipment Unit Cost	Equipment Amount	Total Unit Cost	Total Amount
1000.000 - GENERAL CONDITIONS							**55,000**				**55,000**
1470.100 - Winter Conditions							**55,000**				**55,000**
Winter Conditions	1 ls					55,000.	55,000			55,000.	55,000
11000.000 - EQUIPMENT			**20,000**						**4,000**		**24,000**
11220.100 - Mixers & Flocculaters			**20,000**						**4,000**		**24,000**
Submersible Mixers	1 ea	20,000.	20,000					4,000.	4,000	24,000.	24,000
15000.000 - MECHANICAL					**5,200**						**5,200**
15110.078 - Valve Nut/Bolt/Gasket Kit					**5,200**						**5,200**
Gasket/Nuts/Bolt Kit 36"	4 ea			1,300.	5,200					1,300.	5,200
16000.000 - ELECTRICAL			**1,600**		**1,100**		**40,807**		**3,200**		**46,707**
16000.001 - Electrical			**1,600**		**1,100**		**40,807**		**3,200**		**46,707**
Electrical Sub	1 ls	1,600.	1,600	1,100.	1,100	40,807.	40,807	3,200.	3,200	46,707.	46,707
5000.000 - METALS							**40,000**				**40,000**
5000.980 - Sub -Structural steel							**40,000**				**40,000**
Sub - Structural Welder	2 ea					20,000.	40,000			20,000.	40,000
9000.000 - FINISHES					**20,000**		**684,360**				**704,360**
9910.100 - Painting- Exterior					**20,000**		**684,360**				**704,360**
Sub - Painting Tank Exterior 1MG	1 ls					92,805.	92,805			92,805.	92,805
Sub - Painting Tank Exterior 2MG	1 ls					144,300.	144,300			144,300.	144,300
Sub - Painting Tank Interior 1MG	1 ls			10,000.	10,000	162,255.	162,255			172,255.	172,255
Sub - Painting Tank Interior 2MG	1 ls			10,000.	10,000	285,000.	285,000			295,000.	295,000
Subtotal			**21,600**		**26,300**		**820,167**		**7,200**		**875,267**
Markups											
General Conditions											$228,000
GENERAL CONDITIONS											**$228,000**
Contractor's Bonds - 0.6% of Estimate Total											$7,909
Subcontractor & Supplier Bonds - 3% of $846,467 (MS)											$25,394
Builder's Risk Insurance - 0.26% of Estimate Total											$3,427
General Liability Insurance - 0.47% of Estimate Total											$6,195
Contractor Contingency - 1.5% of Estimate Total											$19,772
Welding Repair Contingency - 1.85% of Previous Subtotal											$20,380
INDIRECTS & RESERVES											**$311,078**
Contractor's Fee - 10% of Estimate Total											$131,816
FEES											**$442,894**
Total Markups											**$442,894**
ESTIMATE TOTAL											**$1,318,161**

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Town of Wellington

Water Storage Tank Improvements

Clarifications and Assumptions

The following clarifications and assumptions pertain to the Water Storage Tank Improvements Project:

GENERAL ITEMS

- The GMP (Guaranteed Maximum Price) is based on starting construction October 1st, 2023.
- No permit costs are included and are the responsibility of the owner.
- Special inspections, if required, are not included and to be paid for by Owner.
- Independent QA/QC testing firm services to be paid for by the Owner.
- No sales or use tax on permanent materials is included.
- All construction water is available on site at no additional cost to the Contractor. Draining and filling of the tanks will be the responsible of the Town of Wellington.
- All construction power to be provided by the Town of Wellington.
- Pricing excludes any and all engineering.
- Pricing excludes concrete work of any kind.
- The GMP assumes a construction duration of 6 months to Substantial Completion.
- Work regarding contaminated or hazardous materials, soil, or water is not included. Hazardous material abatement is not included.
- A Contractor's Contingency is included in the GMP for the Contractor's exclusive use.
- GMP bid does not include certified payroll or AIS.

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- Electrical conduits to tanks will be routed from clearwell building to tanks. 350 feet of trenching is included in pricing for conduit runs. Buried conduit will be bedded with sand in lieu of concrete encasement.
- Pricing contingent on sludge depth in tanks being 1" or less.
- 1 Year warranty included for all construction unless otherwise noted.
- Heavy equipment will be billed per the attached Equipment List Rates.
- An allowance of $48,000 is included for temporary heating of tanks.
- Coating of exterior tanks much be completed per coating manufacturer recommendations. If weather conditions do not allow, contract duration must be extended to accommodate.
- Contingency of $20,380 included for structural repairs if needed.

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SUBCONTRACTOR SCOPES

Not for Signing

- Construction allowance of $40,000 is included for Advanced Tank to cut access into tanks. Allowance also includes repairing access points with existing steel sheets.
- Electrical work included is exclusive of Weifield Electric quote dated July 12th 2023. Any additional electrical scope not specifically listed is not included. Base bid and "Renewed UL Listing on Lightning Protection" are the bid items that are included in this estimate.
- Coatings work included is exclusive of Coblaco Services quote 2022-08-30_6621b. Any additional coatings not specifically listed are not included. Interior tank coatings are NSF600.

Weifield Group
ELECTRICAL CONTRACTING

July 12, 2023

Hensel Phelps – Hydro District
77 NW Frontage Rd
Fort Collins, CO 80524
Phone: 970-225-2211
Email: prandall@henselphelps.com

Attn: Preston Randall

Reference: Wellington WTP Tank Project

Weifield Group Contracting, Inc. is pleased to provide our lump sum proposal on the referenced project.

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PRICING (ELECTRICAL, INSTRUMENTATION, & CONTROL):

Not for Signing

Base Bid	**$38,957.00**
Add renewed UL Master Label for Lightning Protection System	*$1,850*
Add "Mixer Alarm" strobes mounted to Control Panel enclosures	*$5,200*
Add "Mixer Alarm" signals back to SCADA	*$10,386*

6950 S. Jordan Road Centennial, CO 80112
303.428.2011 *phone*
303.202.0466 *facsimile*
www.weifieldcontracting.com

CLARIFICATIONS:

1. In this proposal the term “provide” shall mean to furnish and install, complete and ready for intended use.
2. In this proposal the acronym “FBO” shall mean Furnished by Others.
3. In this proposal the acronym “PBO” shall mean Provided by Others.
4. Our proposal is based on the contract documents listed below:
    a. Email dated: June 27, 2023
    b. Email dated: July 5, 2023
5. Our proposal is based on a mutually agreeable lump sum contract to be determined.
6. Our proposal is based on a mutually agreeable schedule within 60 days of the Notice to Proceed.
7. Our proposal is based on a 40-hour work week. We have not included premium costs in our proposal.
8. Our proposal remains valid for 30 days.
9. Our proposal is based on retention not being withheld at a rate higher than it is in the prime contract.
10. Cancellation charges incurred by Weifield Group Contracting, Inc. shall be the responsibility of the customer along with associated freight charges.
11. Others shall not hold Weifield Group Contracting, Inc. liable for errors, omissions, inadequacies of materials, or equipment specified or supplied by others.
12. Base bid items are for accounting purposes only. WGC’s price is subject to escalation if our scope of work is reduced.
13. We have not included provisions for differing site conditions.
14. We have not included temporary environmental controls, de-watering, surveying, utility locates, potholing, or traffic control.
15. We will provide cleanup of our own identifiable debris to onsite waste and recycle containers furnished by the General Contractor.
16. Our proposal is based on all electrical materials being stored on site.
17. We have included Safe-Off only for all demolition.
18. All work in accordance with Specification Section 26 05 33 - Raceways, Boxes, Seals, and Fittings for Electrical Systems:
    a. PVC is Schedule 80
    b. Use PVC-jacketed rigid steel elbows at all risers and at any bend greater than 45 degrees
    c. Use long radius elbows for all primary feeders unless indicated otherwise
    d. All risers shall be PVC-jacketed rigid steel conduit

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SERVICES TO BE PROVIDED BY THE GENERAL CONTRACTOR:

1. All concrete encasement, rebar, excavation, trenching, backfill, compaction, and shoring associated with electrical installations. Below is the approximate linear footage of ductbank required for electrical installations:
    a. 1MG Finished Water Tank Ductbank 75 LF
    b. 2MG Finished Water Tank 275 LF
2. Installation of Tank Mixers and associated supporting means

INCLUSIONS:

WGC will provide the equipment below as listed with associated conduit, wire, and terminations for a complete and operational system in accordance with the contract documents:

1MG Finished Water Tank:

Lightning Protection

- Removal of existing Lightning Protection system
- Storage of Lightning Protection materials
- Demo adhesive supports for Lightning Protection system
- Re-Installation of Lightning Protection system

Tank Mixer

- Install, secure, and support Tank Mixer Control Panel (FBO)
- Install, secure, and support raceway from Control Panel to access hatch
- Install, secure, and support raceway from Control Panel to Circuit Breaker in Clearwell Bldg.
- Terminate electrical connections at Control Panel and Tank Mixer (FBO)

2MG Finished Water Tank:

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Lightning Protection

- Removal of existing Lightning Protection system
- Storage of Lightning Protection materials
- Demo adhesive supports for Lightning Protection system
- Re-Installation of Lightning Protection system

Tank Mixer

- Install, secure, and support Tank Mixer Control Panel (FBO)
- Install, secure, and support raceway from Control Panel to access hatch
- Install, secure, and support raceway from Control Panel to Circuit Breaker in Clearwell Bldg.
- Terminate electrical connections at Control Panel and Tank Mixer (FBO)

General Inclusions:

- One Year Warranty
- All safety equipment and tools for our scope
- Mobilization of electrical equipment and supplies
- Floor and wall penetrations with seals for electrical conduit systems
- All submittals, drawings, factory tests, field inspections, field testing, and operator/maintenance training for equipment furnished by WGC
- Assistance with Facility Startup

EXCLUSIONS:

1. Bond premium
2. Sales Tax (Project is Tax Exempt)
3. Electrical Permit as applicable (To be included in Building Permit provided by GC)
4. Prevailing Wage Rates
5. Delays and/or extension of the project schedule
6. Engineering fees
7. Builders Risk Insurance
8. Utility Transformer and Primary Service
9. Utility company development fees for permanent and temporary service and consumption charges
10. Communications development charges
11. Handling or disposing of hazardous materials
12. Cut, patch, and replacement of concrete, asphalt, landscaping, and any other existing to remain surfaces
13. Roof Patching and Repairs
14. Excavation
15. Directional Boring
16. All concrete including; housekeeping pads, light pole bases, ductbank encasement, protective bollards, etc.
17. Demolition of Concrete and Conduits embedded in Concrete
18. Demolition of anything other than Electrical Systems
19. Temporary Generators
20. Dewatering
21. By-Pass Pumping
22. Painting
23. Cathodic Protection
24. All work associated with Natural Gas/LP Plumbing (Pipe, Valves, Regulators, Fittings, etc.)
25. Furnish and Installation of any motors, rotameters, pressure gauges, valves, valve operators, solenoids, and/or limit switches
26. Installation of any equipment/instruments into process piping (mag flow meters, flowtubes, etc.)
27. Furnish and Installation of Spool Pieces and Flanges for instruments
28. All taps or associated equipment (valves, pressure reducers, solenoids, etc.) needed in process piping including tubing for analytical instruments
29. Instruments and Control Panels not specifically mentioned in above Inclusions
30. Radio Path Studies

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Sincerely,

WEIFIELD GROUP CONTRACTING

Project Manager
719 502 0603

Weifield Group
ELECTRICAL CONTRACTING

COBLACO
Get it done. Do it right.

Friday, October 14, 2022 2022-08-30_6621b

Will Martin 970-217-9957
Hensel Phelps Construction Company (Hydro Const) wmartin@henselphelps.com
77 Northwest Frontage Road, Fort Collins, CO 80524, United States

Re: Wellington Finished Water Tanks

Dear Will,

Coblaco is pleased to submit the following quotation for the above referenced project. Coblaco will supply all equipment, labor, and material to perform the following scopes of work:

PRIOR TO START OF WORK:

- Prior to any execution of documents, scheduling and/or mobilization, please sign and return a copy of this quote to marcie@coblaco.com.
- The Contractor and Coblaco personnel shall conduct a pre-job meeting to discuss safety, schedule, and detailed scope prior to mobilization.
- Prior to start of work, a Contractor Supervisor and Coblaco personnel shall review the JSA and discuss any known or potential hazards related to the work site or specified scope.
- Personnel shall wear all proper PPE required for the specific task performed.

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BID ITEMS:

Item	Description	QTY	Unit Price	Total Price
1	**2MG Tank: Interior** • Media blast per SSPC-SP10 to all exposed surfaces. • Apply 1 coat of Tnemec L140 (Beige) Pota-Pox at 4.0- 6.0 mils DFT. • Apply one stripe coat of L140 (Tank White) Pota-Pox at 2.0-4.0 mils DFT. Work coating into and around all welds. • Apply 1 coat of Tnemec L140 (Beige) Pota-Pox at 4.0- 6.0 mils DFT. • Apply 1 finish coat of Tnemec L140 (Tank White) Pota-Pox at 4.0-6.0 mils DFT. • Disinfection shall be performed per C652, method 2. • Inspect and repair as needed.	1	$285,000.00	$285,000.00

BID ITEMS (CONTINUED):

Item	Description	QTY	Unit Price	Total Price
1a	**2MG Tank: Exterior** • Hot water power wash to remove dirt and debris. • Spot repair areas as needed. • Apply one coat of Tnemec Series 118 at 6.0-8.0 mils DFT. • Apply one finish coat of Tnemc Series 1095 at 3.0-5.0 mils DFT. • Visual inspect and repair as needed.	1	$144,300.00	$144,300.00
2	**1MG Tank: Interior** • Media blast per SSPC-SP10 to all exposed surfaces. • Apply 1 coat of Tnemec L140 (Beige) Pota-Pox at 4.0- 6.0 mils DFT. • Apply one stripe coat of L140 (Tank White) Pota-Pox at 2.0-4.0 mils DFT. Work coating into and around all welds. • Apply 1 coat of Tnemec L140 (Beige) Pota-Pox at 4.0- 6.0 mils DFT. • Apply 1 finish coat of Tnemec L140 (Tank White) Pota-Pox at 4.0-6.0 mils DFT. • Disinfection shall be performed per C652, method 2. • Inspect and repair as needed.	1	$162,255.00	$162,255.00
2a	**1MG Tank: Exterior** • Hot water power wash to remove dirt and debris. • Spot repair areas as needed. • Apply one coat of Tnemec Series 118 at 6.0-8.0 mils DFT. • Apply one finish coat of Tnemc Series 1095 at 3.0-5.0 mils DFT. • Visual inspect and repair as needed.	1	$92,805.00	$92,805.00

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NOTES AND EXCLUSIONS:

- Quotation contingent on customer providing a door sheet entrance.
- Quotation contingent on work for 2MG tank being performed in 2023 and 2024 for the 1MG.
- Quotation contingent on performing set scope when average ambient temps are above manufacturer recommendations.
- Quotation contingent on sludge in tank(s) being no more than 1" in depth.
- Quotation contingent on customer draining and filling tank(s).

TERMS & CONDITIONS (CONTINUED):

- Coblaco is an AMPP QP-1 & QP-2 Certified Contractor.
- Quotation excludes repairs to tank and support structure and can be quoted at time of inspection.
- Quotation excludes a bond. A bond can be provided for an additional 3% of quoted price.
- Quotation excludes any necessary heat or dehumidification to properly prepare, apply, and cure materials per manufacturer's recommendations.
- Quotation excludes any costs associated with unknown inspection requirements, including but not limited to procurement of unknown equipment and or materials, additional time or workforce needed to perform unknown inspections, or unknown quality reporting documentation.
- Any additional work or stand-by-time will be billed at Coblaco's current time and materials rate, unless otherwise specified prior to said work being performed.
- Quotation valid for thirty (30) days.
- Payment terms are net thirty (30) days from date of invoice with approved credit application.

TERMS & CONDITIONS:

The quote offered herein for the above-described scope of work supersedes and revokes all prior quotes, offers, understandings, or agreements between Buyer and Coblaco Services with respect to such scope of work, and renders all such prior quotes, offers, understandings, or agreements null and void.

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Buyer agrees and acknowledges that the quote offered for the above-described scope of work is based solely on the facts and information provided by Buyer to Coblaco Services. By accepting the quote offered for this scope of work, Buyer represents and warrants that Buyer has made a full disclosure of all facts, circumstances, and information which may affect the quote offered herein and/or the scope of work. Buyer agrees that, in the event Buyer later expands its work requirements beyond the scope of work described herein, or if Coblaco Services later discovers or encounters information or circumstances not disclosed by Buyer which have the effect of expanding the scope of work, Coblaco Services reserves the right, in its sole discretion, to alter the amounts, terms, and conditions contained in its original quote. Further, Buyer acknowledges that any such increases set forth by Coblaco Services may not be proportionate to the expansion of the scope of work which necessitates such changes. In the event it becomes necessary for Coblaco Services to exercise its right to alter its original quote offered hereunder due to any change to or expansion of the scope of work by Buyer or by the discovery of additional facts or information affecting the scope of work, Coblaco Services shall communicate a revised quote to Buyer which is consistent with the expanded scope of work. Buyer may accept or reject the new quote not later than five (5) business days following the delivery of such revised quote to Buyer. In the event Buyer rejects such revised quote or fails to accept the revised quote by the deadline described above, Coblaco Services shall, in its sole discretion, elect to either continue the work for Buyer in accordance with the original quote offered and scope of work, or, in the alternative, cease all work. In the event Coblaco Services elects to cease all work, Buyer agrees and acknowledges that Coblaco Services is discharged from all obligations to Buyer with respect to the services to be performed in accordance with the original scope of work, and Buyer further agrees to reimburse Coblaco Services for all services performed, and costs actually incurred by Coblaco Services in connection with the original scope of work. Any such reimbursement owed to Coblaco Services by Buyer shall be paid in the same manner, and on the same schedule, as would have been required of Buyer had Coblaco Services completed the scope of work on the date Coblaco Services elected to cease all work.

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An invoice will be issued upon completion of the work and not delivery date. Payment terms are net thirty (30) days from date of invoice with approved credit application. If no credit has been established, payment shall be COD and required at pick up. If the balance due is not received within thirty (30) days from the date of the invoice, late fees will then be applied. A service charge of 1½ percent per month will be assessed on all overdue invoices.

Should you have any questions or require additional clarification on any part of our quotation, please feel free to contact me at the phone number or email address below. We look forward to next steps as we work with you to maximize the value from this initiative.

Sincerely,

Albert Rangel
Project Engineer
O 303 690 7148
O 303 868 7141
E albert@coblaco.com
COBLACO.com

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ACCEPTANCE OF QUOTATION/TERMS & CONDITIONS:

Customer Signature: _____ **Date:** _____

Equip #	ITEM	MONTHLY CHARGE
Pick Ups/Vehicles		
Varies	Truck (Diesel)	$1,500
Varies	Truck (Gas)	$1,200
Varies	Auto Alowance (PD/PM/SM)	$1,200
Varies	Auto Allowance (PE)	$850
Jobsite Transportation		
Varies	John Deer Gator	$500
Varies	Polaris Side by Side	$650
Heavy Equipment		
5055.01	1991 International Water Truck	$3,200
5055.03	2007 Mack Granite 713	$4,800
5072.02	2007 White Thawzall Heater Trailer	$6,500
5072.03	2004 E3000 Ground Heater	$6,500
5079.04	2017 QAS 25 Generator (In Service/Standby)	$2,000
5090.12	08 Hitachi ZX350 Trackhoe	$9,600
5090.13	Hydraulic Broom	$635
5090.17	2012 John Deere 225D Excavator	$6,750
5090.18	2013 JD 470 GLC Excavator	$12,700
5090.20	CAT Street Sweeper	$635
5091.02	2006 Grove RT18-01-535E Crane	$7,384
5091.03	Spyder Crane	$4,200
5092.03	2007 236B CAT Skid Steer	$2,454
5092.04	08 CAT 246C Skid Steer Loader	$2,675
5095.04	2017 JD 331G Track Skid Steer W/ Forks	$3,800
5095.05	2017 JD 350 Excavator w/ TOPCON	$10,400
HCC1.01	2000 246 CAT Skid Steer	$1,050
HCC1.04	2008 305 CAT W/O Thumb	$2,800
HCC1.06	2011 John Deere 35 D W/ Thumb	$2,500
HCC1.07	2013 John Deere 624K Loader	$5,630
HCC1.08	2012 John Deer 644 K w/ Forks	$7,500
HCC1.10	2014 Hitachi ZX85 W/ Thumb	$3,750
HCC1.11	2016 John Deere 60G W/ Thumb	$3,025
HCC1.12	2017 JD 331G Track Skid Steer W/ Forks	$3,800
5095.08	2019 Wacker Neuson Plate Compactor	$1,500
5095.10	2019 Multiquip Plate Compactor	$750
5095.11	2018 CAT CP44B Compactor	$4,500
HCC1.13	2017 JD 524 K W/ Forks	$5,000
HCC1.14	2015 JD 35G Compact Excavator	$1,612
HCC1.15	2018 JD 244K Loader	$2,950
Trailers		
5053.04	2000 Skid Steer Trailer (Blk Maxey)	$195
5053.06	2001 Light Wt. Trailer (Maxey Trlr #2)	$195

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Equip #	ITEM	MONTHLY CHARGE
5053.07	1999 EZ Dump Trailer	$969
5053.08	2007 Light Wt Sportrail Trailer (Flatbed)	$195
5053.09	2007 Gooseneck Travalong Trailer (TN)	$300
5053.10	2009 Maxey Tilt Trailer	$195
5053.11	2008 Wells Cargo Trailer (Josh)	$750
5053.12	2011 Wells Cargo 14' Road Force (Dustin)	$750
5053.13	2012 Big Tex	$500
5053.14	2017 Towmaster T-40 Trailer	$1,265
Miscellaneous Equipment		
5057.03	5x5 Scaffolding (one section)	$66
5057.04	Speedy Scaffolding (one section)	$45
5057.05	Railguard System	$450
5058.01	20' Trench Box	$1,300
5058.02	7' Trench Box (2 ea.)	$600
5058.04	Bedding Box	$373
5058.05	8' Trench Bridge	$192
5058.06	Trench Box Ladder Rack	$120
5064.01	Ultrasonic Leak Test Sys (2ea)	$250
5065.02	185CFM Towable Compressor	$1,100
5065.04	Hydraulic Power Unit	$750
5066.01	Cold Pressure Washer (Black)	$432
5066.02	Hot Pressure Washer (Black-Mighty M)	$698
5066.03	Cold Pressure Washer (Red)	$432
5069.04	Auto Level	$150
5069.05	Total Station	$670
5069.06	Rugby Laser	$400
5069.07	Pipe Laser	$675
5069.08	Shaft Alignment Tool	$167
5069.09	Rugby Laser	$400
5069.10	Pentax Total Station	$600
5069.11	TopCon GPS System	$1,500
5069.12	TopCon GPS System w radio	$1,500
5069.13	Auto Level 2015	$150
5069.14	Ruby Laser (purch 6-12-17)	$400
5069.15	LEICA CLX 600 Laser - CO	$400
5072.01	Electric Milkhouse Heater	$70
5073.02	3" Trash Pump	$237
5073.04	4" Trash Pump	$331
5074.01	3" Submersible Pump	$250
5074.02	4" Submersible Pump	$500
5074.03	6" Submersible Pump	$1,000
5090.08	Trencher Skid Steer Attachment	$145
5090.09	Con. Breaker Skid Steer Attachment	$195

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Equip #	ITEM	MONTHLY CHARGE
5090.10	Auger-McNillis(yellow)	$62
5090.11	Auger-Bobcat (white)	$62
5090.14	Compact Wheel-Hitachi	$725
5090.19	Jib Boom (Loader)	$675
5090.21	470G Compaction Wheel	$800
5090.22	350 Compaction Wheel	$802
5093.01	Floor Crane	$950
5074.04	Hydrostatic Test Pump	$685
5075.03	100# Propane Cylinder	$26
5076.01	Cutting Torch Assembly	$34
5077.03	18' Roust-About (2ea)	$800
5077.04	15' Roust-About (3ea)	$800
5077.05	Portable Gantry Crane	$800
5078.01.8	Confined Space Equipment	$800
5999.01	Light Tower Towable	$625
5079.01	Portable Generator	$125
5079.02	Honda EB2000	$125
5080.01	Concrete Coring Machine	$650
5080.02	2014 Hilti Concrete Coring Machine	$1,250
5081.01	Concrete Floor Saw (walk behind)	$1,500
5082.01	Victaulic Machine	$2,000
5082.02	Rigid Pipe Threader	$1,000
5083.01	Plasma Cutter	$250
5084.01	500 Gallon Fuel Tank (2)	$150
5084.02	100 Gallon Fuel Tank	$20
5085.01	Hydraulic Torque Wrench & Pump	$600
5085.02	Eductor	$550
5097.01.9	Conex Box/Tools #1 (CO)	$1,250
Office/Computers		
Varies	Konica Minotla Jobsite Copier	$350
Varies	Computer/Software	$450
Varies	iPad	$100
Varies	Jobsite Camera	$350

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Not for Signing

July 21, 2023

RE: 2023-24, 2MG and 1MG Water Storage Tanks Coating and Improvements

To whom it may concern,

In April 2022, Wellington contracted with Hensel Phelps Construction Company (HP) (Fort Collins, Co) as the General Contractor for the Town's Water Treatment Plant (WTP) Expansion. Weifield Group Contracting (Centennial, Co) is identified as the subcontractor for all electrical services. Construction began in April 2022 and is expected to be completed in August 2024 with both HP and Weifield on site throughout the duration.

Wellington's WTP operates with two (2) above ground, welded steel, treated water storage tanks: 1-Million-Gallon (MG) and 2-Million Gallon. A 2021 inspection noted corrosion and coating failures on the interior and exterior of both tanks and recommended sandblasting and recoating. The Town Board approved a budget of $1.3 million in 2023 for the 2MG tank and $1.3M in 2025 for the 1MG tank.

While onsite for the expansion project, HP met numerous times with the Town's engineering project managers and plant operators to assess the condition of the tanks and accompanied staff with site visits from coatings contractors. Although recoating the tanks is not within HP's expansion scope, HP is responsible for underground pipeline work near the tanks along with the tank's treated water influent pipelines. They are also responsible for ensuring continuous operation of the existing WTP while construction is taking place along with site safety. Similarly, as Weifield has moved on-site, they have become the plant operators "on-call" electrical contractor assisting operators with multiple electrical repairs and several time sensitive emergency repairs not included within the scope of the expansion project. Additionally, Weifield has assisted the Town's engineers in navigating the electrical options and requirements involved with the selection and purchase of tank mixers which would be installed as part of this tanks' improvement project.

Given that both HP (and Weifield) are on site for the expansion project, have heavy equipment and tools readily available, maintain onsite job trailers, are responsible for entire site safety and construction activity coordination, and other firms would need to mobilize, become familiar with Town staff and the entire expansion project, all at the Town's expense, it was deemed appropriate to sole source the tanks' coating and improvement project to HP without a formal Request for Proposal (RFP) and time-consuming selection process. HP and Weifield staff involved in the expansion project have been identified as team members for this tank project, which, by virtue of its economies of scope, can prove cost-effective to the Town.

Furthermore, it is opinion of Wellington's staff engineers that it is highly unlikely that other general contractors would be interested in undertaking the recoating project, knowing that HP is

fully present as the general contractor for the expansion project. By hiring HP, potential site conflicts, safety concerns, and coordinating challenges with other on-site general contractors would be eliminated.

Sincerely,

Dave K. Myer, PE
Engineer III
Town of Wellington
myerdk@wellingtoncolorado.gov

Town of Wellington Water Treatment Plant

One and Two Million Gallon Water Storage Tanks Mixers Evaluation

Prepared For: *Town of Wellington*
Engineering
Dave Myer, P.E.
Nathan Ewert, P.E.

Prepared By: *Ditesco*
Bill Renz, P.E.
Tom Madden

TOWN OF
WELLINGTON

July 28, 2023

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1 Purpose and Background

1.1 Overview

The Town of Wellington (Town) Water Treatment Plant has onsite potable storage through two steel water tanks, the 1 MGs (MG) and 2 MG, respectively. Both tanks are 48' tall with a diameter of 60' and 86' respectively. A recoating project is planned for one or both tanks this fall and winter. The Town of Wellington is currently contracting the recoating work and would like to plan for addition of water mixing prior to or during the recoating project.

Currently, neither tank has a mixing system. Inlet and outlet are on opposite sides of the tank for each tank, and all water produced and stored by the plant meets required criteria for distribution. The Town would like to reduce disinfection byproducts further below required levels and improve homogeneity of the water within the tanks. The primary goal of installing tank mixers is to reduce temperature and water stratification as well as reduce the age differential of distributed water. There are many different effective tank mixing solutions on the market and this evaluation will serve to differentiate the positive and negative characteristics, cost, effectiveness, and efficiency of the proposed solutions.

1.2 Goals and Objectives

Goals:

The primary goal of this evaluation is to identify potential water tank mixing solutions for installation in the 1 MG and 2 MG tanks at the Town of Wellington Water Treatment Plant. The path forward from this evaluation is to review, purchase, and install a mixing solution prior to or during the recoating work taking place during fall and winter of 2023/2024.

Objectives:

1. Identify and outline various water mixer solutions with respective pros and cons.
2. Determine general cost comparisons and installation requirements/difficulty.
3. Provide a recommendation for suitable products based on site specific needs.

2 System Analysis

2.1 Potable Water Tank Mixing Benefits

As mentioned above, there are multiple benefits to using a mechanical mixing system within a tank. The following list are the main benefits to using an active mixing system:

- Eliminates thermal stratification
- Eliminates chemical stratification
- Reduces nitrification risk in chlorinated water
- Lowers rate of disinfection by-product (DPB)
- Helps to prevent tank ice damage
- Lowers the rate of sediment accumulation
- Reduces loss of chlorine residual

Water Stratification inside of potable water storage tanks is detrimental to overall water quality and level of service. Tank stratification can create longer storage times for water in parts of the tank. This can result in the upper portions of the water tank heating above average storage temperature and creating thermal stratification, exacerbating the issue. These stratified areas of the tank have a lower chlorine residual, creating overall water quality issues and creating a higher possible risk of bacterial growth. Stratification can also lead to water samples not being representative of the overall water characteristics, resulting in inconsistent chemical dosing, including disinfection dosing.

Disinfection byproducts are an undesirable side effect of chlorine disinfection through standard water treatment processes. Disinfection byproducts are monitored by CDPHE and EPA and the main byproducts of chlorine disinfection are Trihalomethanes and Haloacetic acids. While the overall benefit of disinfection far outweighs the measurable effect of both of these compounds, lowering levels of these compounds is desirable. Tank mixing creates more homogeneous water storage and reduces overall levels of disinfection byproducts due to lowering the longest storage time of stored water.

2.2 Submersible Electric Motor Mixing Systems

The first three mixing systems compared below in Table 1 all fall within the same category as their essential operation is nearly identical involving a submersible electric motor and an impellor/propellor. These mixer options are all self-contained motor/impellor units that are installed through a roof hatch, sit on the floor of the tank or hang in the water column, and require installation of a small electrical control enclosure on the exterior of the tank. Their mixing types create a flow pattern within the tank to promote even and continuous mixing. All three have optional SCADA output capability, but their control is simply on/off. The Kasco system has an exposed and caged impeller while the Gridbee and PAX systems both have a recessed “jet” type propulsion system.

The three mixers, Gridbee, Kasco, and PAX, are all relatively small motor driven units that have a single mixing operation, producing flow within the water column. The impellors/propellors draw water near the bottom of the tank and induce a flow directly upwards. Gridbee and PAX use an impellor and flow guide that improves laminar flow through the unit whereas the Kasco system does not use an impeller and is simply a propellor attached to a sealed motor.

This category of submersible electric drive mixers are relatively inexpensive, reliable, and easy to troubleshoot thanks in part to simple operation and relative ease of installation. These smaller, drop-in units can be installed and removed while the tank is up and running, reducing cost and complexity of installation and maintenance. As these units are mechanically driven, they are susceptible to normal wear, damage, and corrosion or scale buildup. The range of suggested routine scheduled maintenance varies from unit to unit, but the associated cost will factor into the system overall. The Gridbee and PAX systems require removal and shipping to a shop to descale the units approximately every 5 years, depending on water characteristics. The Kasco system requires replacement of the mechanical seal approximately every 5 years, but the maintenance can be performed onsite.

Figure 1. Submersible Electric Motor Mixing Systems (From Left to Right – From: Gridbee, Kasco, PAX)

2.3 Alternative Mixing Solutions

The last two mixing solutions compared in Table 1 below are grouped together as their complexity of installation is similar though their methods of mixing are different. Both solutions found within the table below incorporate newly installed piping within the tank which requires the tank to be empty to install and maintain. In this case, the refurbishment period for these tanks can facilitate this work as the tanks will already be emptied and in the process of recoating. Both the Pulsair and Tideflex systems can also be controlled via SCADA programming, but only Pulsair matches the submersible electric motor options for continuous mixing operation.

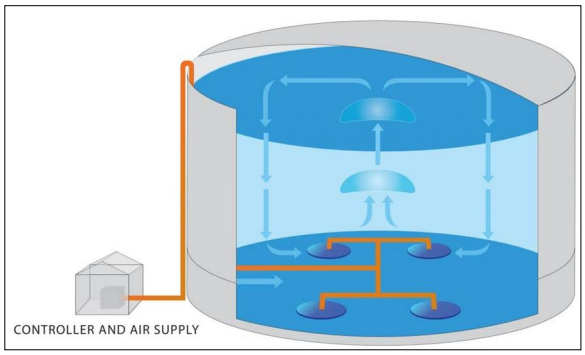
The Pulsair system operates by creating air bubbles within the tank by using newly installed piping, a floor mounted accumulator plate, and an air compressor located outside the tank. The programmed logic uses the air compressor, piping, and plate to produce quick bursts of air that are sequentially released at timed intervals from the bottom of the tank. The large air bubbles formed rise upwards through the water column and promote quick and efficient mixing with no minimum water depth required. As mentioned above, bubble creation and therefore water mixing can happen continuously and can be adjusted as necessary hence the active mixing classification.

The Tideflex system is passive, relying on the fill and draw cycles of the tank for operation and does not continuously mix the water. The new piping that would be installed is welded or bolted to the existing tank inlet piping and adds patented variable orifice inlet nozzles and outlet check valves. During a fill cycle, water is pumped up newly installed piping in the tank to the Tideflex nozzles in roughly the top third of the tank that spray upwards and outwards to promote mixing. During a draw cycle, the flexible Tideflex nozzles close and the check valve near the bottom of the tank opens to drain water out of the piping assembly. The cyclic nature and strategic placement of spray nozzles and drains work together to mix the water during normal tank operation.

The main benefit of the Pulsair and Tideflex systems is that there are no mechanically driven parts within the tank itself. Aside from the external air compressor with the Pulsair system, the maintenance required matches normal steel tank coating preparation and repair due to normal corrosion. However, both of these options are higher in price, require more installation planning

and effort. Both systems require custom designs from the manufacturer for each tank they are used in and new piping is installed inside the tank which requires takedown for maintenance.

Figure 2. Alternative Flow Mixing Solutions (From Left to Right – From: Pulsair, Tideflex)



2.4 Mixing Solutions Comparison Tables

The table below outlines specifications, costs, and general notes for the mixing solutions described above.

Manufacturer	GridBee		Kasco Marine		PAX	Pulsair	Tideflex	
Representative Contact	Scott Long (IXOM)		Mike Glavan (Municipal Treatment Eq.)		Mike Glavan (Municipal Treatment Eq.)	Sales@Pulsair.com	Buddy Alford (Red Valve)	
Unit Type	Submersible Electric Mixer		Submersible Electric Mixer		Submersible Electric Mixer	Compressed Air Bubble Mixer	Fixed Manifold Jet Mixer	
Approximate Lead Time	2-4 weeks		7-10 Days		TBD	50 Days	14 Weeks	
Install Method	Roof Hatch Drop-In, Self Install Possible		Roof Hatch Drop-In, Self Install Possible		Roof Hatch Drop-In, Self Install Possible	Fabrication/Hardpiping Required, Contractor Install Necessary	Fabrication/Hardpiping Required, Contractor Install Necessary	
Install Requirements/Notes	Tank can be filled, pull chain and electrical cable hangs from roof hatch. Electronic control box to be mounted outside of tank.		Tank can be filled, pull chain and electrical cable hangs from roof hatch. Electronic control box to be mounted outside of tank.		Tank can be filled, pull chain and electrical cable hangs from roof hatch. Electronic control box to be mounted outside of tank.	Tanks must be empty, hard piping installation required, air compressor pad outside of tank needed. Electronic control box to be mounted outside of tank.	Tanks must be empty, hard piping installation required, piping coating needed once installed. Electronic control box to be mounted outside of tank.	
Placement in Tank	Floor or Suspended Mounting		Floor or Suspended Mounting		Floor Mounted	Hardpiped and bolted to wall/floor	Hardpiped and bolted to wall/floor	
Material	316SS		300 Series Stainless		316SS	316SS and 304SS	Carbon and 300 Series SS	
Warranty	5 Year		3 Year		3 Year	1 Year	1 Year	
Maintenance Notes	Basic periodic visual inspection of impellor and mixer descaling required.		Basic periodic visual inspection of impellor and mixer descaling required. Replace mechanical seal every 5 years.		Basic periodic visual inspection of impellor and mixer descaling required.	Basic periodic visual inspection of tank piping/accumulators required and air compressor annual maintenance.	Basic periodic visual inspection of tank piping and coatings required.	
Water Depth Min/Max	2' Above Mixer Minimum Water Depth		2' Above Mixer Minimum Water Depth		6' Minimum Water Tank Depth	N/A	2' Above Check Valve Minimum Water Depth	
SCADA Programming Functionality	Optional		Yes		Yes	Yes	Yes	
Model Names/Numbers	GS-9	GS-12	Certisafe 2400C61XXX	Certisafe 4400C61XXX	PWM250	PPC-1001-P01	Custom	Custom
Tank Application	1 MG	2 MG	1 MG	2 MG	1 MG and 2 MG	1 MG and 2 MG	1 MG	2 MG
Max Tank Volume Capability	3 MG	8 MG	2 MG	4 MG	2 MG	Custom	Custom	Custom
Dimensions	36"x10"	24"x10"	9.5"x18"	9.5"x18"	10"x3'5"	12"x5" (Accumulator Plate Only)	Tideflex Nozzles Approx. 12"x18"	
Mixer Weight	75 lbs	65 lbs	50 lbs	60 lbs	56 lbs	Not Listed	N/A	N/A
Power Requirements	120V AV 1 Ph, 240V AC 1Ph, or 460V AC 3 Ph	120V AV 1 Ph, 240V AC 1Ph, or 460V AC 3 Ph	120V AC or 240V AC	120V AC or 240V AC	230V AC 1 Ph	Compressor 480V AC 3 Ph	N/A	N/A
Motor/Drive Unit	0.5 HP Direct Drive	0.5 HP Direct Drive	3/4 HP 1750 RPM	1 HP 1750 RPM	2 HP Water Cooled	Air Compressor 3 HP Oilless Scroll	N/A	N/A
Approximate Cost Each Unit	$ 15,600.00	$ 11,800.00	$ 11,300.00	$ 12,800.00	$ 39,600.00	$ 31,500.00	$ 51,200.00	$ 81,500.00
Included in Cost	Mixer, mounting hardware, 75' cable, freight, SCADA equiped electrical control enclosure		Mixer, mounting hardware, 100' cable, SCADA equiped electrical control enclosure		(2) Mixers, mounting hardware, 130' cables, SCADA equiped electrical control enclosures, motor controllers/VFDs	Freight, SCADA equiped electrical control enclosure, pre-plumbed valve enclosure, accumulator plate, air compressor, (1) day onsite startup support and training	Tideflex nozzles, check valves, manifold piping, piping and mounting hardware, pre-startup inspection	
Excluded from Cost	Optional Accessories, Installation costs (Delivery and placement by Ixom ~ $16,000), startup support		Installation costs, freight charges, startup support		Installation costs, freight charges, startup support	Installation costs, piping and fixturing hardware, compressor pad	Installation costs, freight charges	
Total Delivered Material Cost	$ 27,400.00		$ 24,100.00		$ 39,600.00	$ 63,000.00	$ 132,700.00	

Table 1. Mixing Systems Comparison

3 Summary and Recommendations

Each of the five mixing solutions described above will improve water quality and reduce stratification. Specifically for the Town, the benefits of reduced thermal and chemical stratification, reduced average age, and reduced production of disinfection byproducts all support investing in one of these mixing solution options.

Based on the relative costs and benefits of each of the units, we recommend one of the active submersible electric motor mixing solutions be selected. Specifically, either the Gridbee or Kasco systems are the two most cost effective solutions. However, because they are the most cost efficient does not mean they lack the functionality or features. The Gridbee and Kasco systems both produce uniform continuous mixing with the benefit of simplified installation and maintenance.

Appendix A: Gridbee Mixer Solution Vendor Information

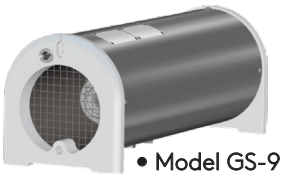
Brochure

IXOM WATERCARE

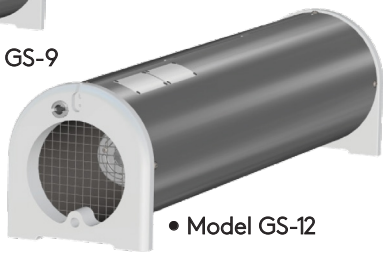
GridBee® GS Series Submersible Mixers

Effective. Efficient. Affordable.

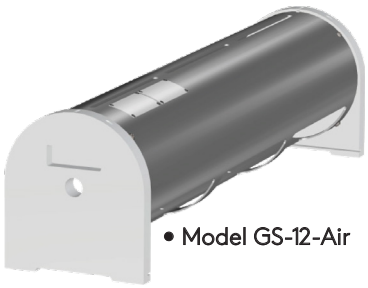
Reliable 24-hour active mixing with the lowest life-cycle cost. The benefits are immediate!



• Model GS-9



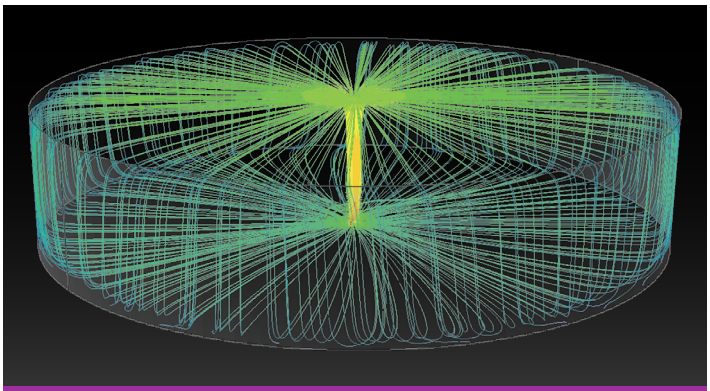
• Model GS-12



• Model GS-12-Air

Benefits

- Prevents stagnation, thermal stratification & short-circuiting.
- Provides uniform water age & equal distribution of disinfectant.
- Minimize chemical disinfectant usage & disinfection by-products.
- Increases contact time (baffle factor) in clearwells.
- Reduces nitrification in chloraminated systems.
- Eliminate energy intensive & costly deep-cycling and/or flushing of tanks.
- Reduces ice buildup & tank damage in cold climates.



CFD of a GS-12 in an 8 million gallon reservoir.

NSF/ANSI Standard 61 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF/ANSI Standard 372 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

Performance Guaranteed.

Features

- Engineered for easy deployment.
- No tank entry required.
- Utilizes efficient sheet mixing technology.
- 316SS Construction.
- Certified to NSF/ANSI 61 and NSF/ANSI 372.
- 120VAC 1Ph Standard.
- 240VAC 1PH or 460vAC 3PH available. (for GS-9 and GS-12 models only)
- 5-Year Warranty.
- Liquid disinfectant boosting port.

Effective mixing for any tank size, any tank build.

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1856_20210709

IXOM WATERCARE

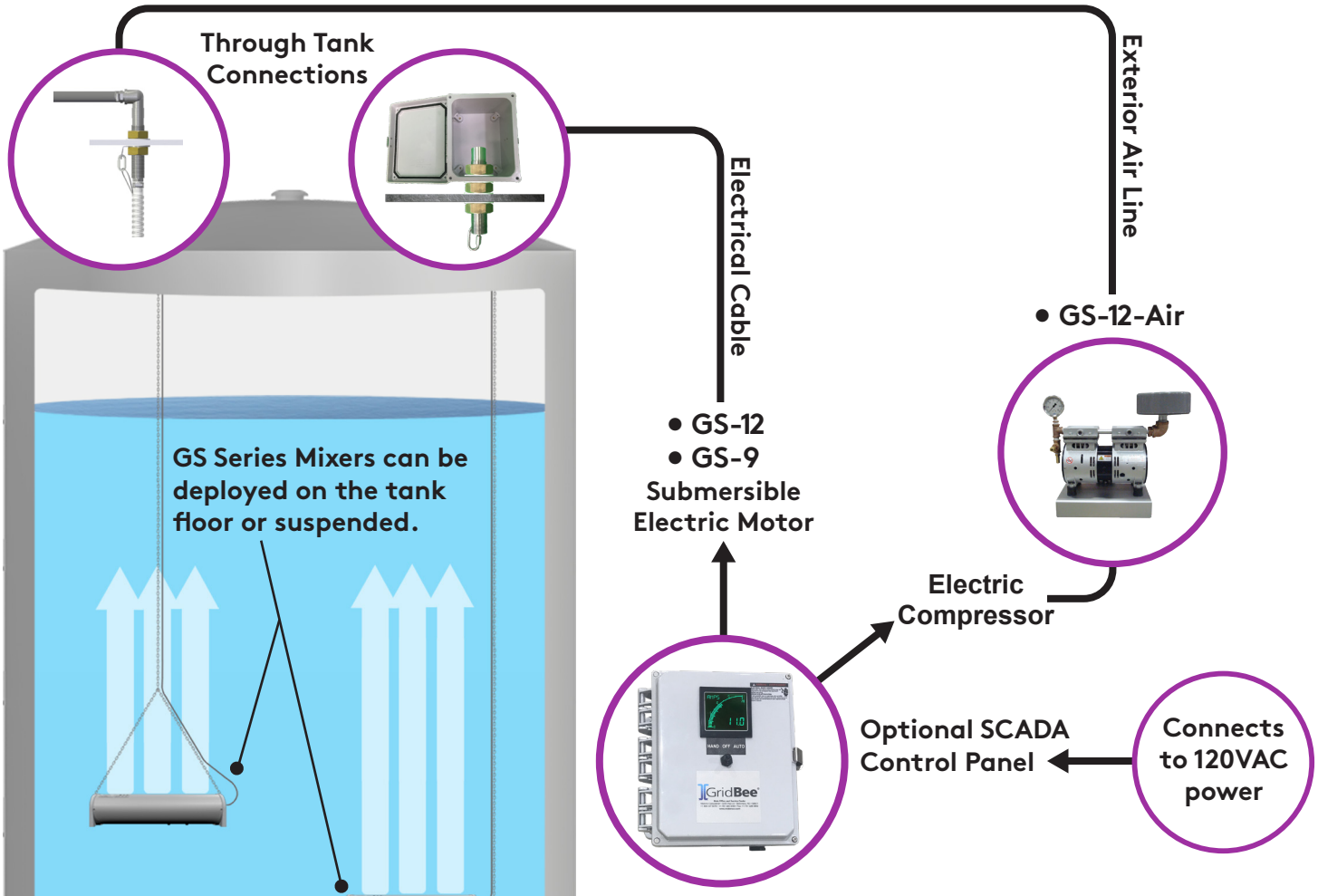
GridBee® GS Series Submersible Mixers

GridBee® GS Series Submersible Tank Mixers are easily deployed through a hatch, vent, or other tank opening twelve (12) inches or larger in diameter. The "GS" thoroughly mixes the entire tank volume from tank floor to water surface resulting in consistent disinfectant residuals, even temperature profiles and uniform water age.

Assembled Machine Dimensions

	Length	Diameter	Weight
GS-9	24 in. (61 cm)	10 in. (25 cm)	65 lbs. (29 kg)
GS-12	36 in. (91 cm)	10 in. (25 cm)	75 lbs. (34 kg)
GS-12-Air	36 in. (91 cm)	10 in. (25 cm)	50 lbs. (23 kg)

Everything you need for a fast & efficient deployment is included!



Learn more at
www.ixomwatercare.com

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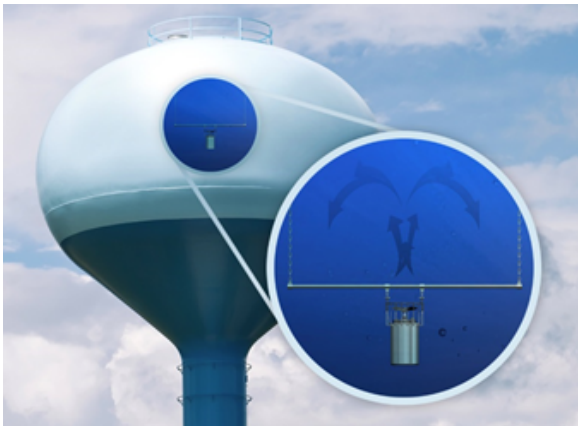
1856_20210709

Appendix B: Kasco Mixer Vendor Information

CERTISAFE TANK MIXER SERIES C61

Models 2400, 3400, 4400, and 8400



Certified to NSF/ANSI 61 & 372

BENEFITS OF A POWERFUL ACTIVE MIXER

- Reduces thermal & chemical stratification
- Minimizes residual loss
- Reduces differences in water taste/odor
- Reduces nitrification risk in chloraminated water
- Lowers rate of disinfection by-product (DBP)
- Prevents ice damage and corrosion inside tanks
- Lowers the rate of sediment accumulation

MOTOR UNIT

- Available in 120V and 240V, 60Hz, single phase, 1750 RPM
- Two long life bearings
- Thermal overload protection
- Two, fully unitized carbon ceramic mechanical seals
- 300 series stainless steel housing with domed stainless-steel motor top, and protective coated cage / prop guard

CONTROL PANEL OPTIONS

- UL listed for US and Canada
- UL type 3R/4X weatherproof enclosure
- SCADA I/O for motor control and monitor
- For more detail, refer to the Standard Control Panel and Advanced Control Panel specification sheets

FEATURES

- NSF 61 / ANSI 372 certified
- ETL Listed to UL and CSA standards
- Shippable by FedEx
- Operates to a depth of 50ft
- 3 year warranty on all models, mounts, and control panels
- Optional 5 year warranty

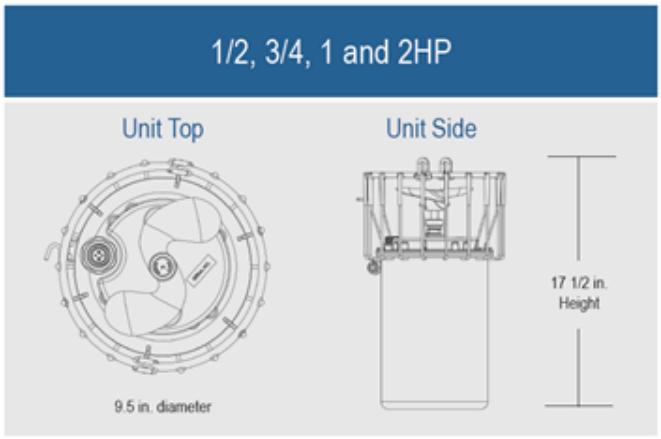
POWER CORD

- SJTOW or SJTOOW UL, CSA and NEC approved underwater rated cable
- 3 wire cable
- Available in 50 ft., 100 ft., or 200 ft. cable lengths
- IP68 submersible quick disconnect on 12AWG and larger cords
- Liquid-tight cord grip kits included

MOUNTING OPTIONS

- Floor, pipe and suspended mount options developed for elevated, ground, and irregularly shaped potable water applications
- For more detail, reference the mount specification sheet

UNIT DIMENSIONS



UNIT SPECIFICATIONS

Tank Size	Supply Voltage/ Phase/Hz	HP	Mixer Model	Cable Length	Cable Gauge	Amps	Lock Rotor Amps	Thrust (lbs.)	Part No.	Shipping Weight
Up to .5MG	120/1/60	1/2	2400 Municipal Series	50	16	5.7	12	29	2400C61050	41
				100	14				2400C61100	47
				200	12				2400C61200	69
Up to 2MG	120/1/60	3/4	3400 Municipal Series	50	16	7	18	36	3400C61050	45
				100	14				3400C61100	51
				200	12				3400C61200	73
	240/1/60	3/4	3400 Municipal Series	50	14	3.5	9	36	3400HC61050	44
				100	14				3400HC61100	51
				200	12				3400HC61200	72
Up to 4MG	120/1/60	1	4400 Municipal Series	50	14	9.1	40	41	4400C61050	45
				100	12				4400C61100	51
				200	10				4400C61200	73
	208-240/1/60	1	4400 Municipal Series	50	14	4.5	20	41	4400HC61050	44
				100	14				4400HC61100	51
				200	12				4400HC61200	72
Over 4MG	208-240/1/60	2	8400 Municipal Series	50	14	9	40	56	8400C61050	61
				100	12				8400C61100	74
				200	12				8400C61200	88

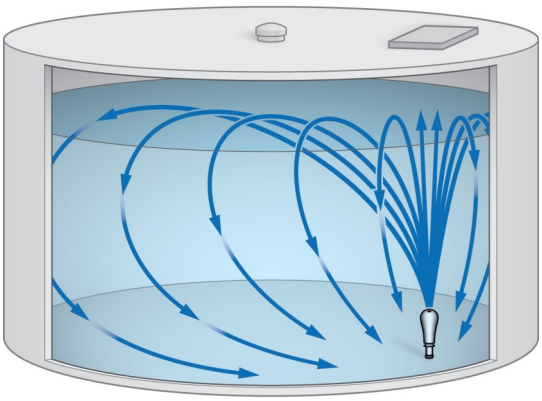
Optional control panel and mounting kits available on all units.

Appendix C: PAX Mixer Vendor Information

PWM250 MIXER
Powerful Jet Mixer for Mid Range Tanks

The PAX Water Mixer (PWM250) is an active jet mixer for mid-range water storage tanks. The mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume and prevent water quality issues. Compact and lightweight, the mixer can be easily lowered into the tank from the hatch and self-rights on the tank floor, even on a sloped surface.

- *Lightweight and easy-to-install*
- *Eliminates thermal stratification*
- *Improves disinfectant residual levels*
- *Protects tank from ice damage and corrosion*

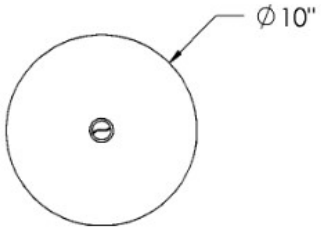


The PAX Water Mixer creates a powerful vortex flow pattern to thoroughly mix the entire tank volume.

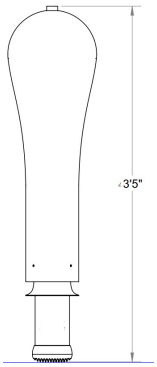
PWM250 MIXER

MIXER SPECIFICATIONS	PWM250 with Control Center (PCC255)
Power Supply Requirement	230 VAC, 50/60 Hz, non-GFCI-protected, 20 amp circuit
Customer Supplied Power Switch	Type 3R safety disconnect switch
Motor Type	230 VAC, 2HP, 60 Hz, water-filled, water-lubricated
Nominal Power Draw	1.99 kVA (1890 watts)
Footprint Diameter	10” (25 cm)
Height	3’5” (104 cm)
Weight	60 lbs. (27 kg)
Material: Housing	316 stainless steel
Material: Motor Seals	Chlorine/chloramine-resistant NBR rubber
Material: Foot	Chlorine/chloramine-resistant EPDM rubber
Wiring	NSF 61 & UL-listed submersible pump cable 14 AWG (2.1 mm2) XLPE (.78” x .28” / 20 mm x 7 mm)
Control Center Dimensions	70 lbs. (32 kg) (25” x 24” x 10” / 63.5 cm x 61 cm x 25 cm)
Material: Control Center	Powder-coated carbon steel, Type 4 enclosure

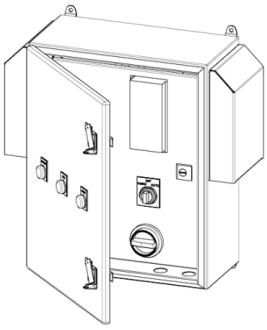
TOP VIEW



SIDE VIEW



CONTROL CENTER



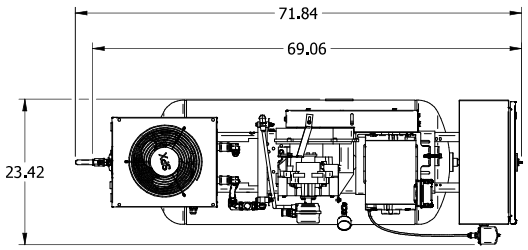
NSF®
Certified to NSF/ANSI 61

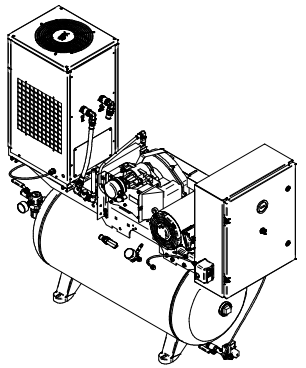
Appendix D: Pulsair Mixer Vendor Information

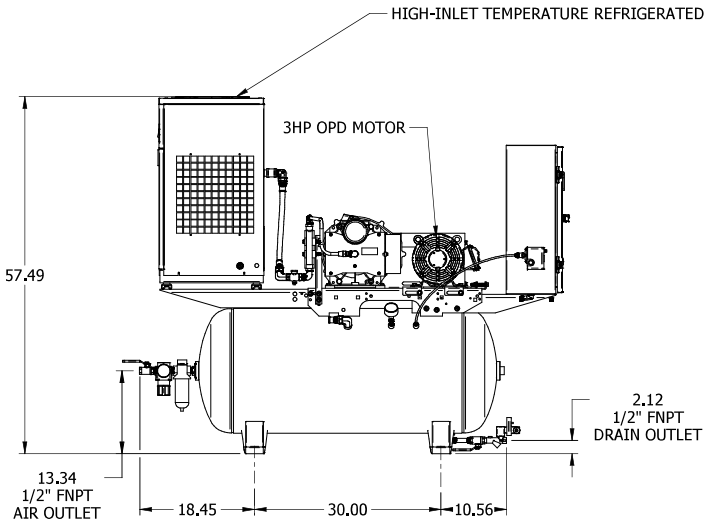
STS0302S0033362

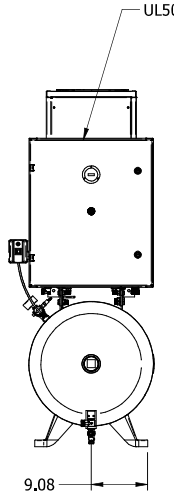
3HP SCROLL TANKMOUNT SIMPLEX 60GHL HITN20 EDRAIN

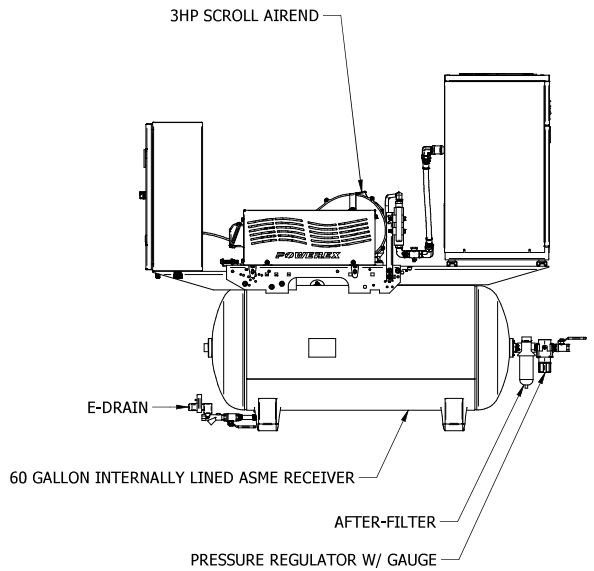
REVISION NOTES		
DESCRIPTION	ECN	PR/NOR
RELEASE TO PRODUCTION	PXEC0493	N/A

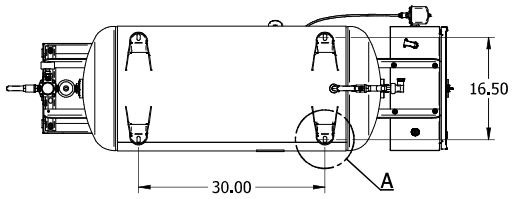


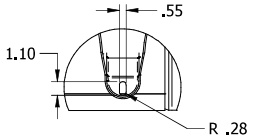












(4X) DETAIL A

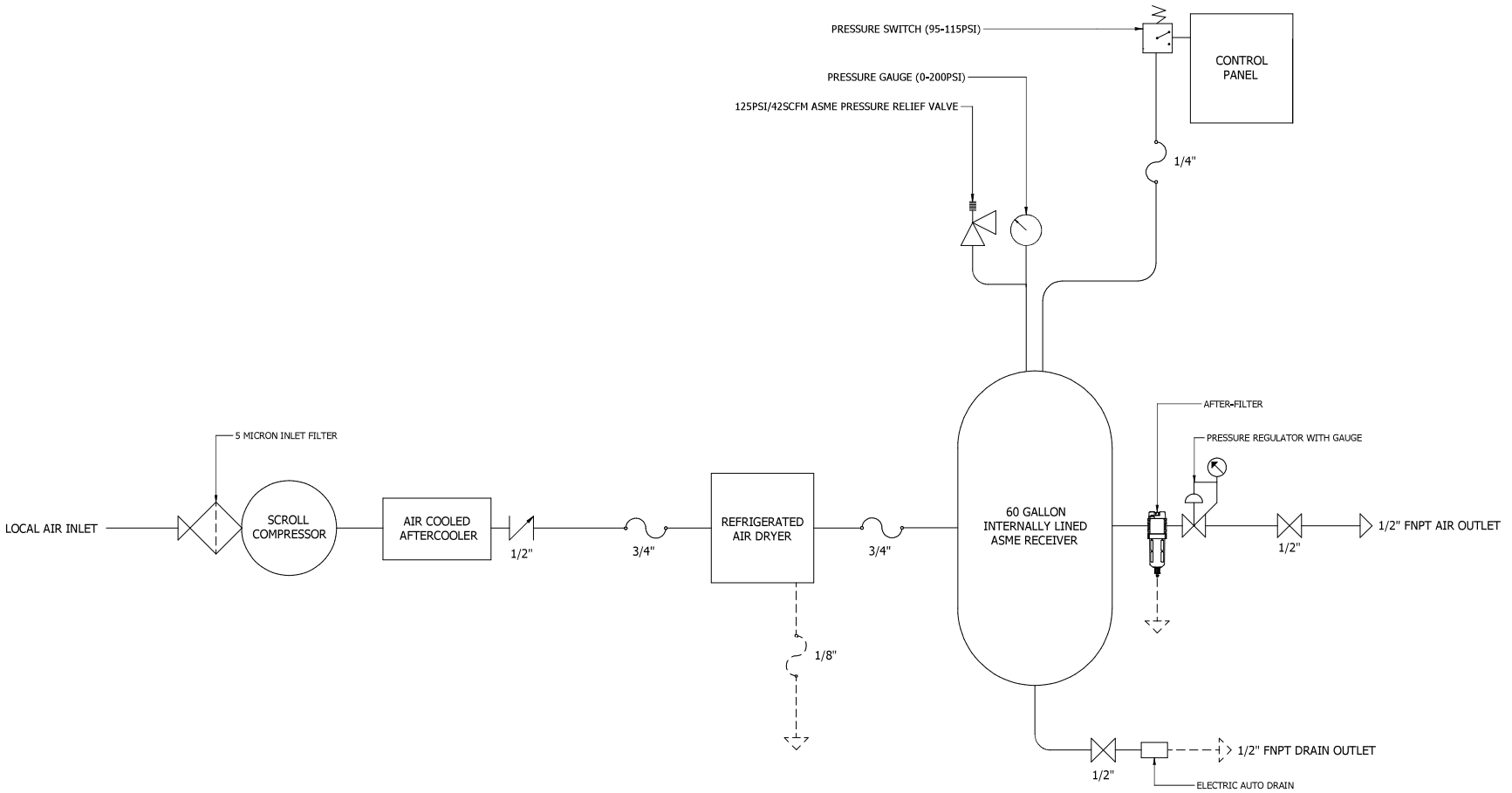
NOTES:
1. DIMENSIONS ARE FOR REFERENCE
2. A MINIMUM OF 24" CLEARANCE IS RECOMMENDED AROUND THE ENTIRE UNIT
3. CLEARANCE FOR CONTROL PANEL SHALL BE IN ACCORDANCE WITH OHSA/NEC REQUIREMENTS
4. INTERCONNECTING FLEX LINES NOT SHOWN FOR CLARITY

SYMBOL LEGEND		DRAWINGS TO CONFORM TO CURRENT REVISION OF THE FOLLOWING ANSI STD & DATED: Y14.3 MULTI- AND SECTIONAL VIEW DWGS Y14.5 DIMENSIONING AND TOLERANCING	
TOLERANCES, UNLESS OTHERWISE SPECIFIED:	SOLID EDGE DRAWING	DO NOT SCALE DRAWING FOR DIMENSIONS	
X ± .05 XXX ± .005 ∠ ± 1	INCH [mm]	SHEET 1 OF 2	SCALE 1:10
CONFIDENTIAL DISCLOSURE: This drawing is the property of POWEREX. It is NOT TO BE COPIED, COMMUNICATED and is subject to return on demand. The contents are confidential and must not be copied or submitted to outside parties for use or examination.		AUTHOR: mdean	REVISION DATE: 1/26/2022
ITEM ID: 738023			
MATERIAL: N/A		POWEREX 150 PRODUCTION DRIVE, HARRISON OH 45030 (888) 769-7979	
DESCRIPTION: 3HP SCROLL TANKMOUNT SIMPLEX 60GHL HITN20 EDRAIN		DRAWING NUMBER: STS0302S0033362	REVISION: A
			SIZE: D

STS0302S0033362

3HP SCROLL TANKMOUNT SIMPLEX 60GHL HITN20 EDRAIN

REVISION NOTES		
DESCRIPTION	ECN	PR/NCR
RELEASE TO PRODUCTION	PXEC0493	N/A



LEGEND

RELIEF VALVE	REGULATOR W/ GAUGE
INTAKE FILTER	CHECK VALVE
BALL VALVE	PRESSURE SWITCH/TRANSDUCER
FLEX HOSE	FILTER
AIR LINE	DRAIN LINE

SYMBOL LEGEND	DRAWINGS TO CONFORM TO CURRENT REVISION OF THE FOLLOWING ANSI, ISTA GUIDES: 1.1H.3 MULTI- AND SECTIONAL VIEW DWGS 1.1H.4 DIMENSIONING AND TOLERANCING
TOLERANCES UNLESS OTHERWISE SPECIFIED: 0.XX ± .05, 0.XXX ± .005, ∠ ± 1	SOLID EDGE DRAWING; INCH [mm]
	DO NOT SCALE DRAWING FOR DIMENSIONS
	SHEET 2 OF 2 — SCALE 1:1
CONFIDENTIAL DISCLOSURE: This drawing is the property of POWEREX COMPANY and is subject to return on demand. The contents are confidential and must not be copied or submitted to outside parties for use or examination.	AUTHOR: mdean; REVISION DATE: 1/26/2022; APPROVALS ON FILE IN PDM
ITEM ID: 738023; MATERIAL: N/A	POWEREX, 150 PRODUCTION DRIVE, HARRISON OH 45030 (888) 769-7979
DESCRIPTION: 3HP SCROLL TANKMOUNT SIMPLEX 60GHL HITN20 EDRAIN	DRAWING NUMBER: STS0302S0033362; REVISION: A; SIZE: D

Appendix E: Tideflex Mixer Vendor Information

TIDEFLEX MIXING SYSTEM (TMS)

PRELIMINARY DESIGN REPORT

Tank Name: 1.0MG Reservoir

Water Utility/Owner: Town of Wellington, CO

Consultant: Stantec Consulting Services Inc.

CONTENTS

TMS - GENERAL ARRANGEMENT DRAWING

CFD MODELING

TMS - MIXING ANALYSIS

WATER AGE ANALYSIS

MANIFOLD HYDRAULICS / SYSTEM HEAD CURVE- FILL CYCLE

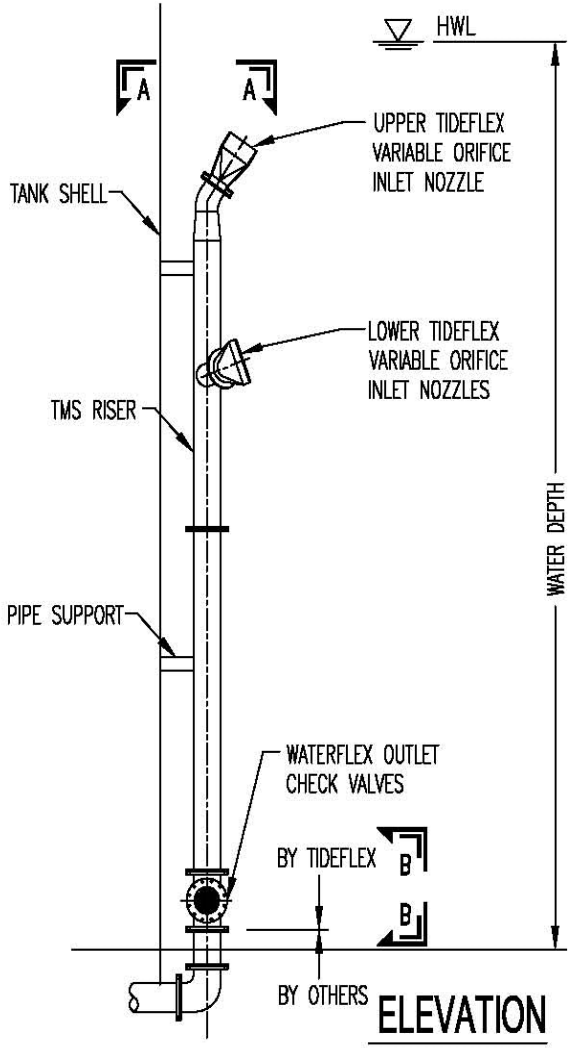
MANIFOLD HYDRAULICS / SYSTEM HEAD CURVE- DRAW CYCLE

ANALYSIS BY:
Kristopher Chenette, E.I.T.

Tideflex® Technologies
A Division of Red Valve Company®, Inc.

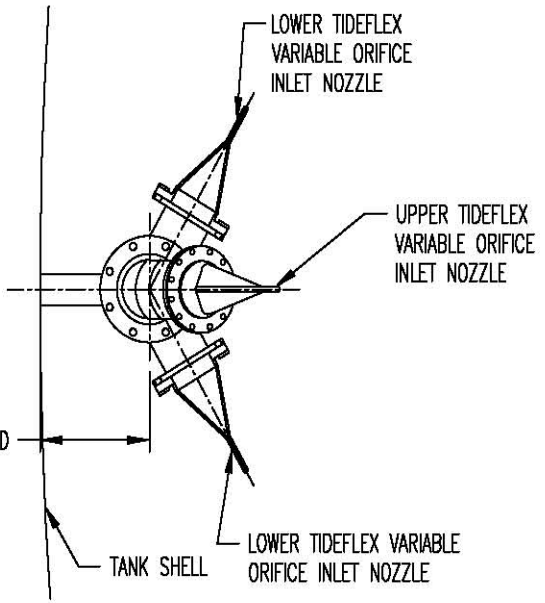
February 23, 2016

UNITED STATES PATENT NUMBER: 7,104,279 | CANADIAN PATENT NUMBER: 2,409,009

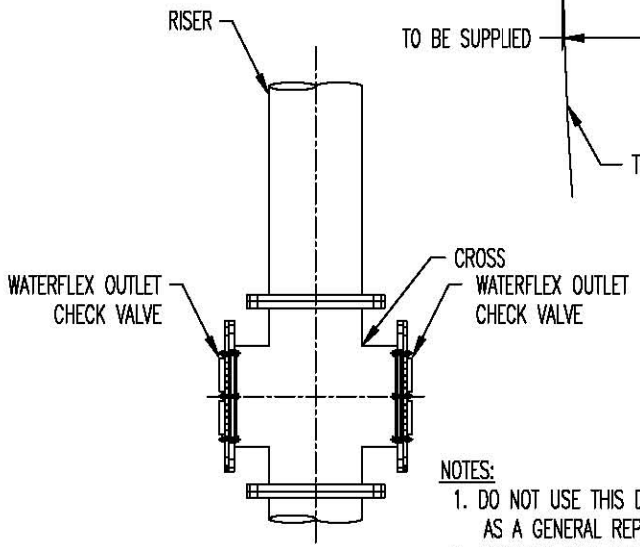


ELEVATION

FINAL MIXING SYSTEM DESIGN AND ALL SUPPORTING CALCULATIONS TO BE SUPPLIED BY RED VALVE COMPANY



VIEW A-A



VIEW B-B

NOTES:

1. DO NOT USE THIS DRAWING FOR CONSTRUCTION. DRAWING INTENDED AS A GENERAL REPRESENTATION ONLY.
2. QUANTITY, SIZE, ELEVATIONS, LOCATIONS, AND DISCHARGE ANGLES OF TIDEFLEX INLET NOZZLES AND/ OR OUTLET CHECK VALVES ARE TANK-SPECIFIC BASED ON HYDRAULICS, MIXING AND TURNOVER CRITERIA.
3. CARBON AND STAINLESS PIPE SECTIONS MAY BE SUPPLIED WITH PLAIN ENDS TO BE BUTT WELDED IN THE FIELD.

THE DESIGN INFORMATION WITHIN THESE DOCUMENTS IS THE INTELLECTUAL PROPERTY OF RED VALVE COMPANY/TIDEFLEX TECHNOLOGIES. THESE DOCUMENTS SHALL NOT BE USED TO CONSTRUCT DUPLICATE SYSTEMS; USE OF THESE DOCUMENTS AND/OR CONSTRUCTION OF DUPLICATE SYSTEMS SHALL VIOLATE THE COPYRIGHT AND PATENT PROTECTION LAWS ASSOCIATED WITH THIS PATENTED PRODUCT. THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF RED VALVE COMPANY/TIDEFLEX TECHNOLOGIES AND ARE DISTRIBUTED FOR THE SOLE PURPOSE OF COORDINATING THE INSTALLATION OF THE SYSTEM(S) PROVIDED BY RED VALVE COMPANY / TIDEFLEX TECHNOLOGIES.

S.O.#: QUOTE #:

NOT FOR CONSTRUCTION

REV	BY	DATE	DESCRIPTION

Tideflex Technologies
A Division of Red Valve Company, Inc.
TIDEFLEX TECHNOLOGIES
TIDEFLEX MIXING SYSTEM
700 N. BELL AVENUE
CARNEGIE, PA 15106 USA
PHONE: 412-279-0044 WEBSITE: WWW.TIDEFLEX.COM
FAX: 412-279-5410 EMAIL: INFO@TIDEFLEX.COM

TMS GENERAL ARRANGEMENT FOR FOR GROUND LEVEL CIRCULAR RESERVOIRS AND BOLTED COMPOSITE ELEVATED TANKS

CONSULTANT:

APPLICATION: (TMS) TIDEFLEX MIXING SYSTEM

SCALE: FULL PLOT: N.T.S

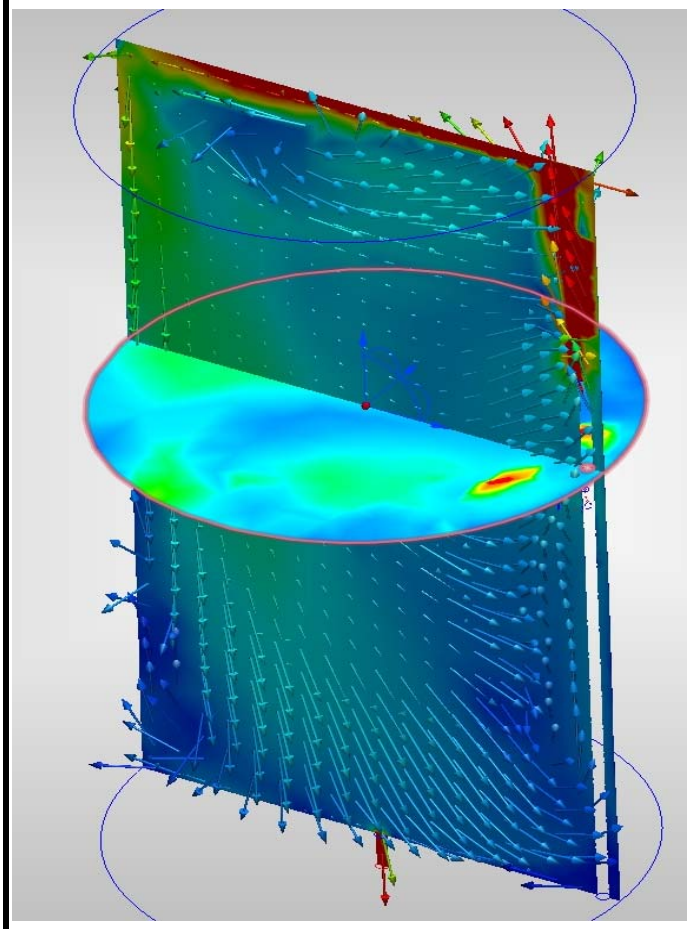
DWG. BY: DJJ DATE: 10/20/10

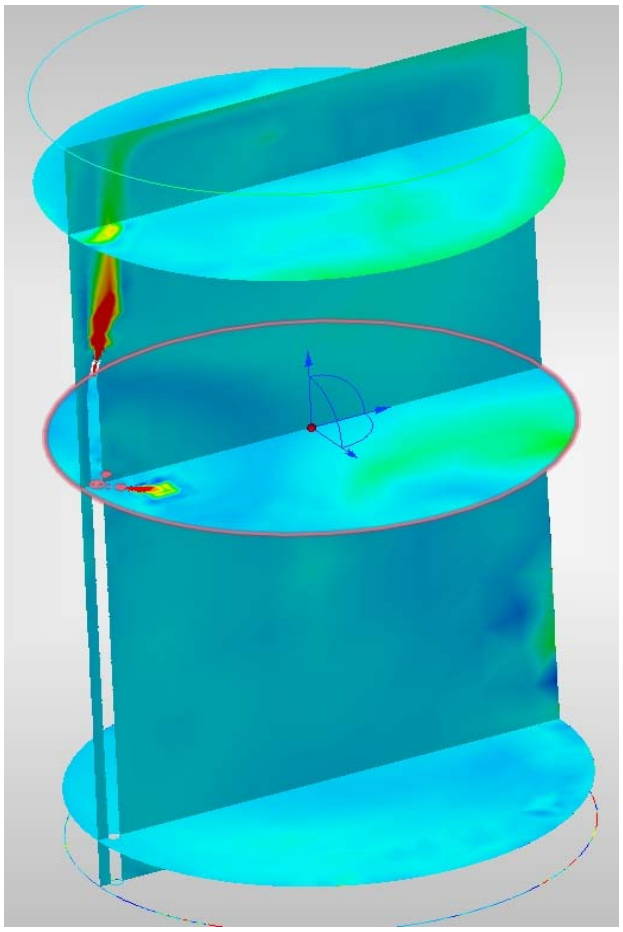
DWG. NO. TMS-CIR13FL

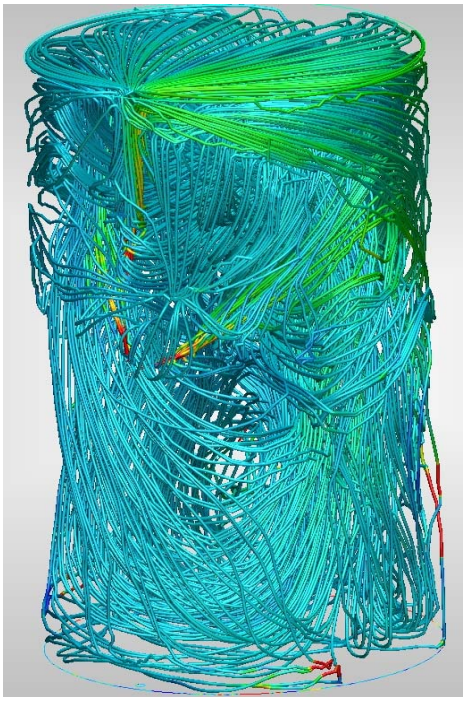
SHEET 1 OF 1

Computational Fluid Dynamics (CFD) Modeling

Below are CFD images showing representative velocity magnitude contour and vector images of this TMS configuration in a circular reservoir.







Tideflex® Technologies
A Division of Red Valve Company, Inc.

TIDEFLEX RESERVOIR MIXING ANALYSIS

1.0MG Reservoir
Town of Wellington, CO

The Reservoir Mixing Analysis (RMA) is to be supplied to the water utility/owner as it provides guidance on the tank turnover/fluctuation required to ensure complete mixing with the TMS installed. Maintaining water quality in tanks and reservoirs is a combination of achieving complete mixing AND tank turnover to minimize water age. It is critical to achieve complete mixing to prevent a localized increase in water age (and associated water quality problems) due to short-circuiting and dead zones.

The RMA calculates the dependent variables and uses the mixing time formula to calculate the "Theoretical Mixing Time" (MT) at various filling flow rates. The MT is the fill time required to achieve complete mixing. The required drawdown (in feet), % turnover, and the required volume exchange (in gallons) are calculated based on these mixing times. These values are shown in the "Guide to Tank Fluctuation and Turnover" section of the RMA. A slightly greater drawdown/turnover is typically recommended to be conservative.

Within the "Guide to Tank Fluctuation and Turnover" is a "Minimum Tank Fluctuation Target". This is applicable for tanks that operate in fill-then-draw. This is the minimum amount the tank should be drawn down on the draw cycles to ensure complete mixing on the fill cycles. This data is intended to be used by operators in conjunction with SCADA and strip charts (where applicable) to verify adequate tank turnover and to determine "pump on" and "pump off" set points (where applicable). For tanks that operate in simultaneous fill and draw, the "Theoretical Mixing Time" (fill time required to achieve complete mixing) should be used to ensure the minimum fill time required is achieved.

The RMA also provides data on the time required to draw down the tank, at various draw rates, to the required level as determined by the mixing time calculations.

Note, the data provided on the required drawdown, % turnover and volume exchange are to ensure complete mixing of the tank volume to prevent water quality problems associated with short-circuiting, incomplete mixing, and increased water age. A water age evaluation of the entire distribution system may dictate greater tank turnover than provided with the RMA. As long as the actual tank turnover/fluctuation is equal to or greater than that provided with the RMA, the tank will be completely mixed.

Tideflex® Technologies
A Division of Red Valve Company, Inc.

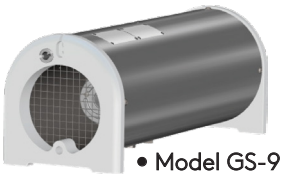
Brochure

IXOM WATERCARE

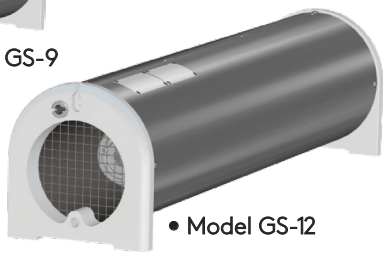
GridBee® GS Series Submersible Mixers

Effective. Efficient. Affordable.

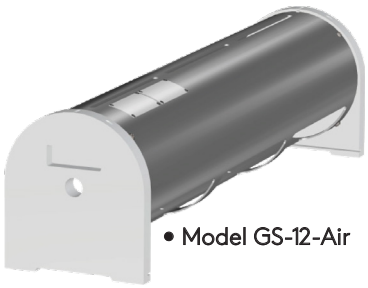
Reliable 24-hour active mixing with the lowest life-cycle cost. The benefits are immediate!



• Model GS-9



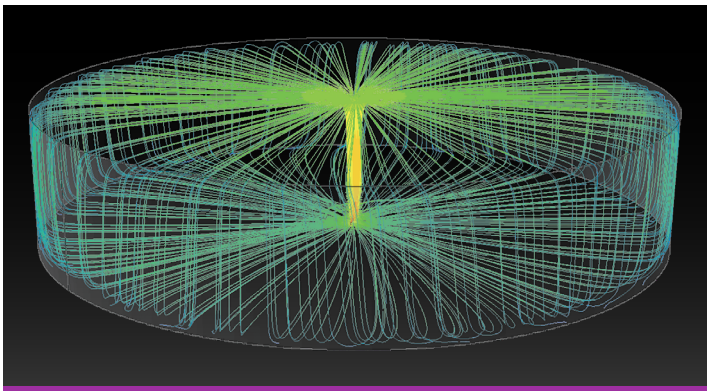
• Model GS-12



• Model GS-12-Air

Benefits

- Prevents stagnation, thermal stratification & short-circuiting.
- Provides uniform water age & equal distribution of disinfectant.
- Minimize chemical disinfectant usage & disinfection by-products.
- Increases contact time (baffle factor) in clearwells.
- Reduces nitrification in chloraminated systems.
- Eliminate energy intensive & costly deep-cycling and/or flushing of tanks.
- Reduces ice buildup & tank damage in cold climates.



CFD of a GS-12 in an 8 million gallon reservoir.

NSF/ANSI Standard 61 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF/ANSI Standard 372 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

Performance Guaranteed.

Features

- Engineered for easy deployment.
- No tank entry required.
- Utilizes efficient sheet mixing technology.
- 316SS Construction.
- Certified to NSF/ANSI 61 and NSF/ANSI 372.
- 120VAC 1Ph Standard.
- 240VAC 1PH or 460vAC 3PH available. (for GS-9 and GS-12 models only)
- 5-Year Warranty.
- Liquid disinfectant boosting port.

Effective mixing for any tank size, any tank build.

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1856_20210709

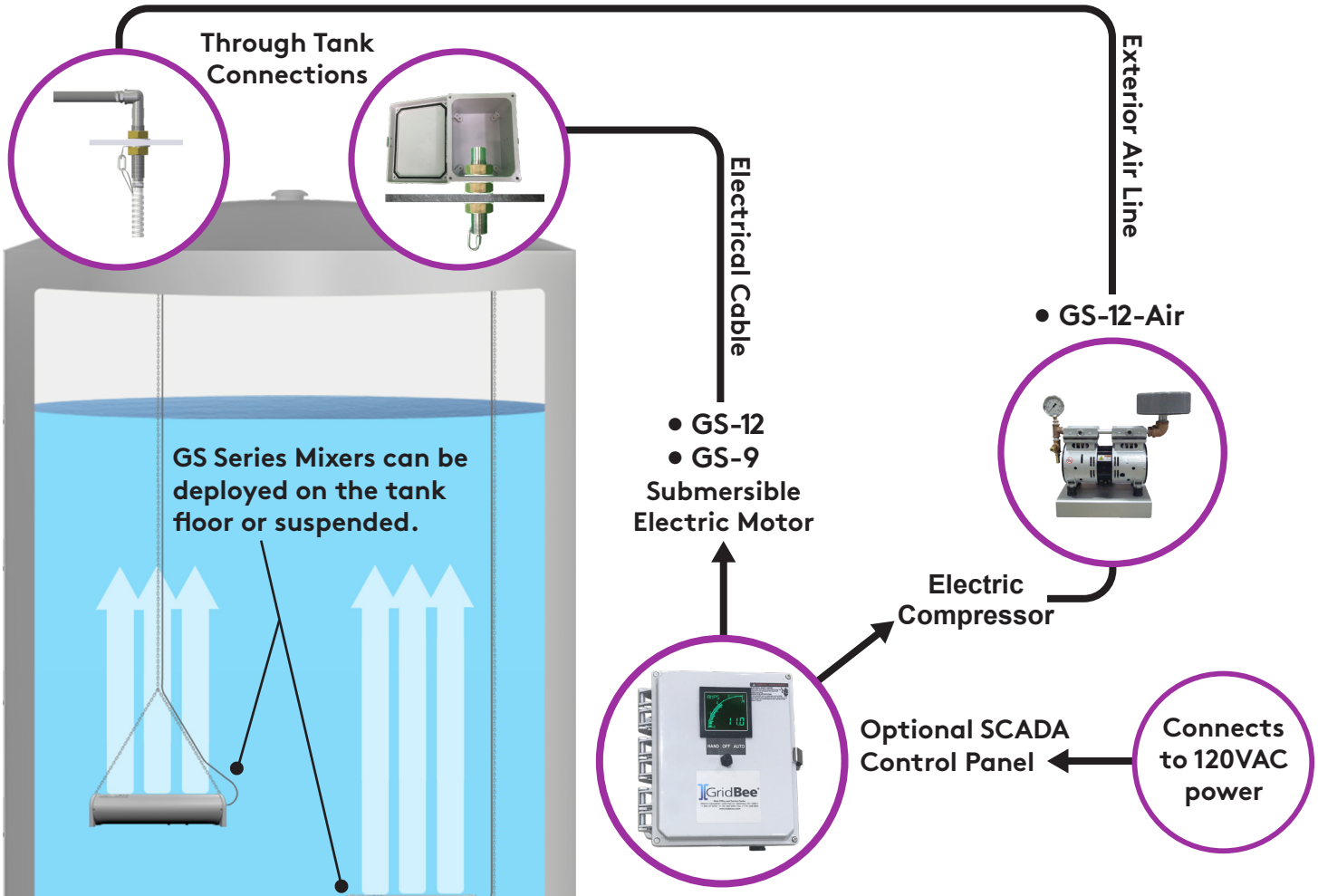
GridBee® GS Series Submersible Mixers

GridBee® GS Series Submersible Tank Mixers are easily deployed through a hatch, vent, or other tank opening twelve (12) inches or larger in diameter. The "GS" thoroughly mixes the entire tank volume from tank floor to water surface resulting in consistent disinfectant residuals, even temperature profiles and uniform water age.

Assembled Machine Dimensions

	Length	Diameter	Weight
GS-9	24 in. (61 cm)	10 in. (25 cm)	65 lbs. (29 kg)
GS-12	36 in. (91 cm)	10 in. (25 cm)	75 lbs. (34 kg)
GS-12-Air	36 in. (91 cm)	10 in. (25 cm)	50 lbs. (23 kg)

Everything you need for a fast & efficient deployment is included!



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Board of Trustees Meeting

Date: August 22, 2023

Subject: Public Hearing and Resolution No. 30-2023: Sage Farms Annexation and the Village at Sage Farms Annexation, Planned Unit Development (PUD) Zoning, and Vested Development Rights for a Site Specific Development Plan

- **Presentation: Cody Bird, Planning Director**

BACKGROUND / DISCUSSION

The property owner, Sipes Farm Holding, LLC and FC Farm Holding, LLC (Daren Roberson) has submitted petitions for annexation to incorporate approximately 300.52 acres of land located between CO Highway 1 and BNSF Railroad, and G.W. Bush Ave. and CR 58 into the Town of Wellington (vicinity map attached).

The Board of Trustees on July 11, 2023 passed Resolution No. 20-2023 and Resolution No. 21-2023 finding the annexation petitions to be in substantial compliance with State and local requirements and found that the property meets the eligibility requirements of State Statutes. The resolutions also established the date for a public hearing to consider the annexation on August 22, 2023.

The Board of Trustees is required to conduct a public hearing to allow testimony on the requested annexation. Concurrently with the annexation consideration the owner is also requesting zoning of the property for a Planned Unit Development (PUD), as well as Vested Development Rights for the site-specific development plan. The Board can consider the annexation, the zoning and the vested development rights all in the same public hearing procedure since all three hearings are for the same development project. The order of the public hearing is outlined on the attached summary for public hearing procedures.

- The annexation property is currently in unincorporated Larimer County and is zoned O – Open Zone District. The property is currently being used for farming and agricultural uses. There are several existing farmhouses and numerous outbuildings on the site. The farming and agricultural uses are expected to continue until development phases are approved. Since the property is intended to be developed in phases, portions of the property unaffected by development are expected to remain agricultural. Existing agricultural uses and structures are allowed to continue until such time as those areas are approved for redevelopment.
- A Planned Unit Development (PUD) zoning map is proposed to support the Conceptual Master Plan (attached) for a phased development. The zoning map is proposed with the annexation to satisfy the zoning requirement for the property. The proposed Zoning Map for Sage Farms PUD supports the overall Conceptual Master Plan and is intended to be a phased development. If annexation and zoning are approved, the owner or developer expects that Phase 1 of the development (beginning on the north end) will be submitted for consideration soon after approval. Pending annexation and zoning approval, as well as Phase 1 approval, the owner or developer is anticipating beginning construction of public improvements in 2024/2025 and possibly be ready for submitting applications for building permits once the Water Treatment Plant and Wastewater Treatment Facility projects are complete.
- In addition to the annexation and zoning described above and on the attached materials, the owner is also requesting establishment of Vested Development Rights for a site-specific development plan. The Statutory and Town normal period for vested rights is a period of three (3) years. The Owner is

requesting a longer vesting period due to the size of the project and the time required to develop the subsequent phases as part of a phased development plan.
    - Vesting property rights provides protections for a development project to proceed as approved. Protections in this instance are expected to benefit the owner by ensuring consistency in subsequent development phases, as well as benefit the Town by ensuring a more comprehensive development project for the area and ensuring a variety of housing products and integrated commercial uses.
    - The Town is also expected to benefit from securing the proposed commercial zoning opportunities at key areas identified in the Town's Comprehensive Plan.
- The Board of Trustees referred the requested annexation to the Planning Commission for review and to form a recommendation on the annexation. The Planning Commission considered the annexation request at its August 7, 2023 meeting. The Planning Commission voted unanimously to recommend approval of annexing the property to the Town. The Planning Commission's unanimous recommendation was also to recommend approval of the Zoning Map for Sage Farms PUD as the zoning for the property.
- The applicant has provided the attached Fiscal Impact Analysis contemplating development of the property. Please note that the Fiscal Impact Analysis includes information that was based on impact fees and utility rates in place at the time the analysis was created. The Town has since updated or changed several fees or rates that would result in slightly different totals than the assumptions used in the provided analysis. Some of the assumptions for methodology and calculation are also slightly different than approaches used by the Town (such as reporting aggregate property tax totals rather than only Town taxes). The results identified in the fiscal impact analysis are illustrative of the order of magnitude of fiscal impact for the proposed development, however the Town cannot verify the final numbers as actual. Rates, fees, and tax implications are estimates only and are subject to change.
- Town staff has provided the required notifications to advertise the public hearing:
    - Notice of the public hearing was published in the Fort Collins Coloradoan as prescribed by state law (4 publications in consecutive weeks – 7/21/2023, 7/28/2023, 8/4/2023 and 8/11/2023).
    - Three (3) signs advertising the public hearing have been continuously displayed on the property.
    - Notices were mailed to surrounding property owners as prescribed by state law (183 letters mailed).
    - Notices were sent to the Board of County Commissioners and the County Attorney, as well as to all special districts with jurisdiction affecting the property (16 letters with required attachments).
    - The attached Annexation Impact Report was prepared and distributed in accordance with state law.
- Town staff received an email reply from East Larimer County Water District (ELCO), suggesting that the property owner submit a petition to the ELCO Board for exclusion from the ELCO service area boundary. The applicant is taking steps to accomplish this request.
- Town staff received an email from Larimer County Engineering suggesting the Town also annex the right-of-way for CO Highway 1 adjacent to the annexation property. Town staff is following up with coordination with the County and CDOT to address this comment. If the CDOT right-of-way is required to be annexed, the annexation maps will have to updated to reflect that change.
- No other responses have been received from Larimer County or any other special districts that were sent notifications.
- At the time of this report, Town staff has not received any written or verbal public comments.

- Following the public hearing, the Board may choose to close the public hearing. A resolution finding that the requirements of Article II of the State Constitution and the provisions of State Statutes have been satisfied. Resolution 30-2023 with the required findings is attached. If the Board desires to continue the public hearing to a later date to allow additional public testimony, a motion would be needed to continue the public hearing. In order for the Board to continue a public hearing on an annexation request, at least one (1) hour of testimony must be heard [C.R.S. 31-12-108(3)].

STAFF RECOMMENDATION

Conduct a public hearing to consider the request to annex the Sage Farms Annexation and Village at Sage Farms Annexation into the Town of Wellington and to establish the Zoning Map for Sage Farms PUD and Vested Development Rights.

Motion options:

1. Move to close the public hearing and adopt Resolution No. 30-2023 finding that the requirements of the State Constitution and State Statutes are satisfied for the annexation of properties known as Sage Farms Annexation and Village at Sage Farms Annexation.
2. Move to table Resolution No. 30-2023 and continue the public hearing for the Sage Farms Annexation and Village at Sage Farms Annexation and Zoning Map for Sage Farms PUD and Vested Property Rights to a regular/special meeting of the Board of Trustees to be held _____(month) _____(day), 2023 at _____(time) at the Wilson Leeper Center, 3800 Wilson Ave., Wellington, Colorado.

ATTACHMENTS

1. Resolution No. 30-2023
2. Public Hearing Procedures
3. Vicinity Map
4. Annexation Map - Sage Farms Annexation
5. Annexation Map - Village At Sage Farms Annexation
6. Comprehensive Plan - Future Land Use Map
7. Official Zoning Map
8. Conceptual Master Plan
9. Zoning Map for Sage Farms PUD
10. Annexation Impact Report
11. Fiscal Impact Analysis - Sage Farms

TOWN OF WELLINGTON

RESOLUTION NO. 30-2023

A RESOLUTION OF THE TOWN OF WELLINGTON, COLORADO FINDING THAT THE REQUIREMENTS OF SECTION 30 OF ARTICLE II OF THE CONSTITUTION OF THE STATE OF COLORADO AND THE PROVISIONS OF C.R.S. SECTIONS 31-12-104 ND 31-12-105 HAVE BEEN MET FOR ANNEXATION OF THE PROPERTIES KNOWN AS SAGE FARMS ANNEXATION AND THE VILLAGE AT SAGE FARMS ANNEXATION FOLLOWING A PUBLIC HEARING HELD PURSUANT TO C.R.S. 31-12-109

WHEREAS, petitions for a serial annexation of two contiguous parcels have been filed by FC Farm Holding, LLC and Sipes Farm Holding, LLC, together 97% owners of the annexation land area, less 3% land area for public road right-of-way and railroad right-of-way, said lands being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and more particularly described on Exhibit "A" and Exhibit "B;"; and

WHEREAS, the Board adopted Resolution No. 20-2023 and Resolution No. 21-2023 finding substantial compliance of the annexation petitions with C.R.S. § 31-12-107 and setting a date for a hearing pursuant to C.R.S. §§ 31-12-108 and -109 on August 22, 2023 at 6:30pm; and

WHEREAS, a public hearing was held.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AS FOLLOWS:

1. Following public hearing, the Board of Trustees makes the following findings:

    a. The annexation petitions received were signed by persons comprising more than fifty percent of the landowners in the areas proposed to be annexed and owning more than fifty percent of the areas, meeting the requirements of Section 30, Article II of the Constitution of the State of Colorado, and no election is required under Section 30 (1) (a) of Article II of the Constitution or under C.R.S. § 31-12-107(2),

    b. The areas proposed for annexation are in substantial compliance with eligibility requirements for annexation under Colorado Revised Statutes ("C.R.S.") §31-12-104 and 31-12-105:
        i. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Wellington;
        ii. A community of interest exists between the area to be annexed and the Town of Wellington, as evidenced by its contiguity and its existence within the Wellington Growth Management Area, as defined by the Town's Comprehensive Plan;

iii. The area proposed to be annexed will be urbanized in the near future;
iv. The area is capable of being integrated with the Town of Wellington.

2. The parcels identified in Exhibit A and Exhibit B are eligible for annexation by the Town of Wellington pursuant to C.R.S. § 31-12-111.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 22nd day of August, 2023.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chausssee, Mayor

ATTEST:

_____
Ethan Muhs, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION – SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93- EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet

Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41’ 49” East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing North 25° 20’ 42” West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23’ 13” West a distance of 271.70 feet;
THENCE South 38° 36’ 47” West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41’ 25” West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19- LAND3918;

THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet; THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Sage Farms Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

EXHIBIT B
LEGAL DESCRIPTION – VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;
THENCE South 02° 11' 06" East a distance of 872.21 feet;
THENCE South 02° 10' 54" East a distance of 185.49 feet;
THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19- LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;
THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes
M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18’ 35” East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;
THENCE North 00° 41’ 25” East a distance of 308.47 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;
THENCE North 38° 36’ 47” East a distance of 303.93 feet;
THENCE South 51° 23’ 13” East a distance of 271.70 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing South 25° 20’ 42” East a distance of 439.03 feet to a point of tangency;
THENCE South 00° 41’ 49” West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18’ 35” East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;
THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;
THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;
THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Village at Sage Farms Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

Public Hearing Procedures

Conflicts of Interest

Disclosure of *Ex Parte* Communications

Staff Introduction

Applicant Presentation (If any)

General Questions from Board/Commission

Open Public Hearing

Three Minutes per Person (additional time may be granted upon request)

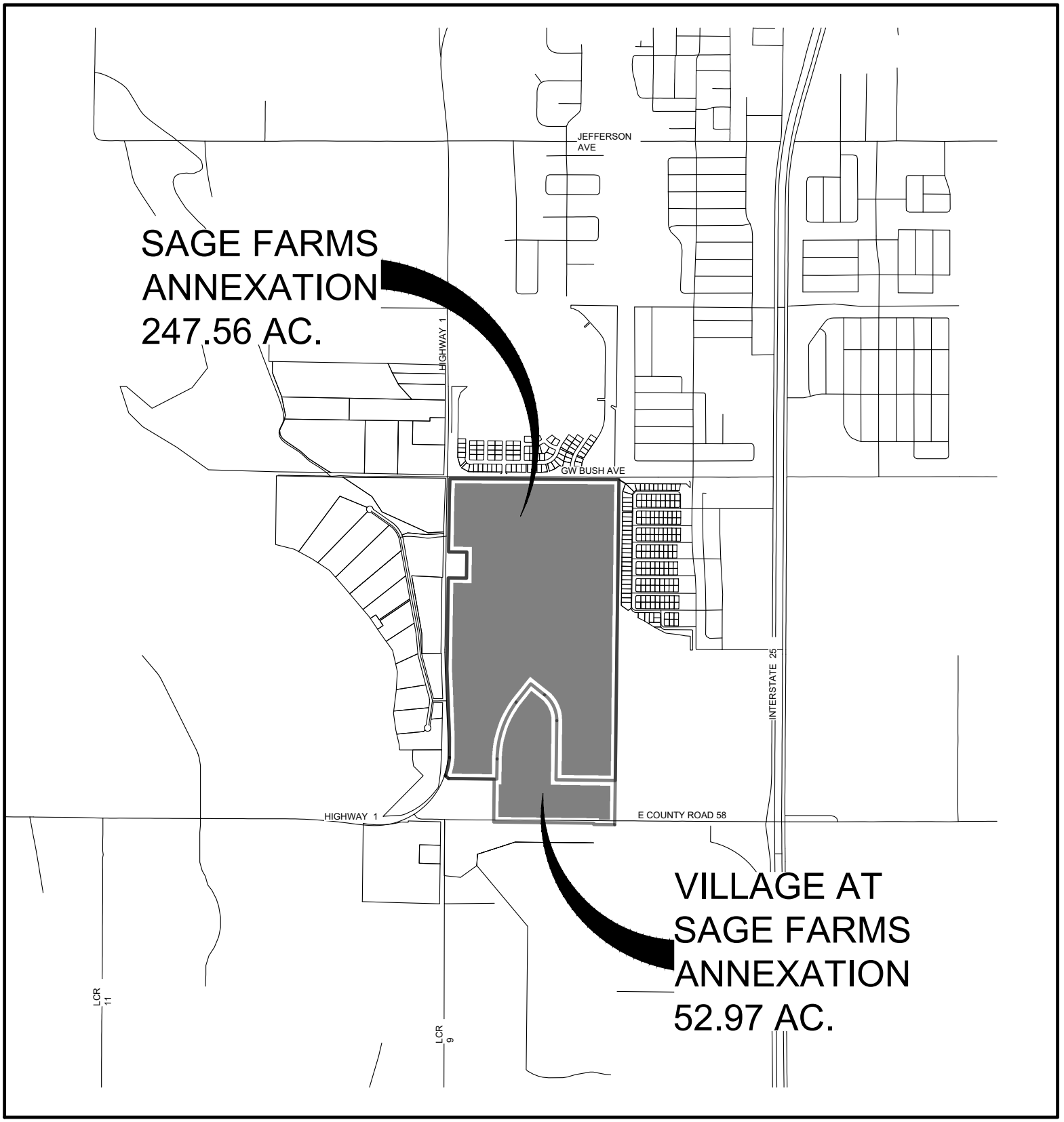
Close Public Hearing

Applicant Rebuttal (if any)

Staff Closing Comments

Deliberation by the Board/Commission

Motion and Vote



2000 0 2000 4000 6000 Feet

(IN FEET)
1 inch = 2000ft.

NORTH

SAGE FARMS ANNEXATION

WELLINGTON, CO

VICINITY MAP

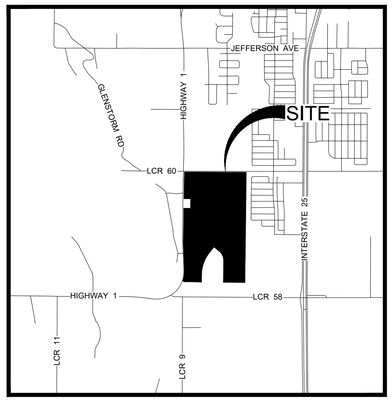
06.22.23

NORTHERN ENGINEERING

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 VICINITY MAP.DWG

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP

1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

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THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

_____
OWNER

_____
OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires:_____

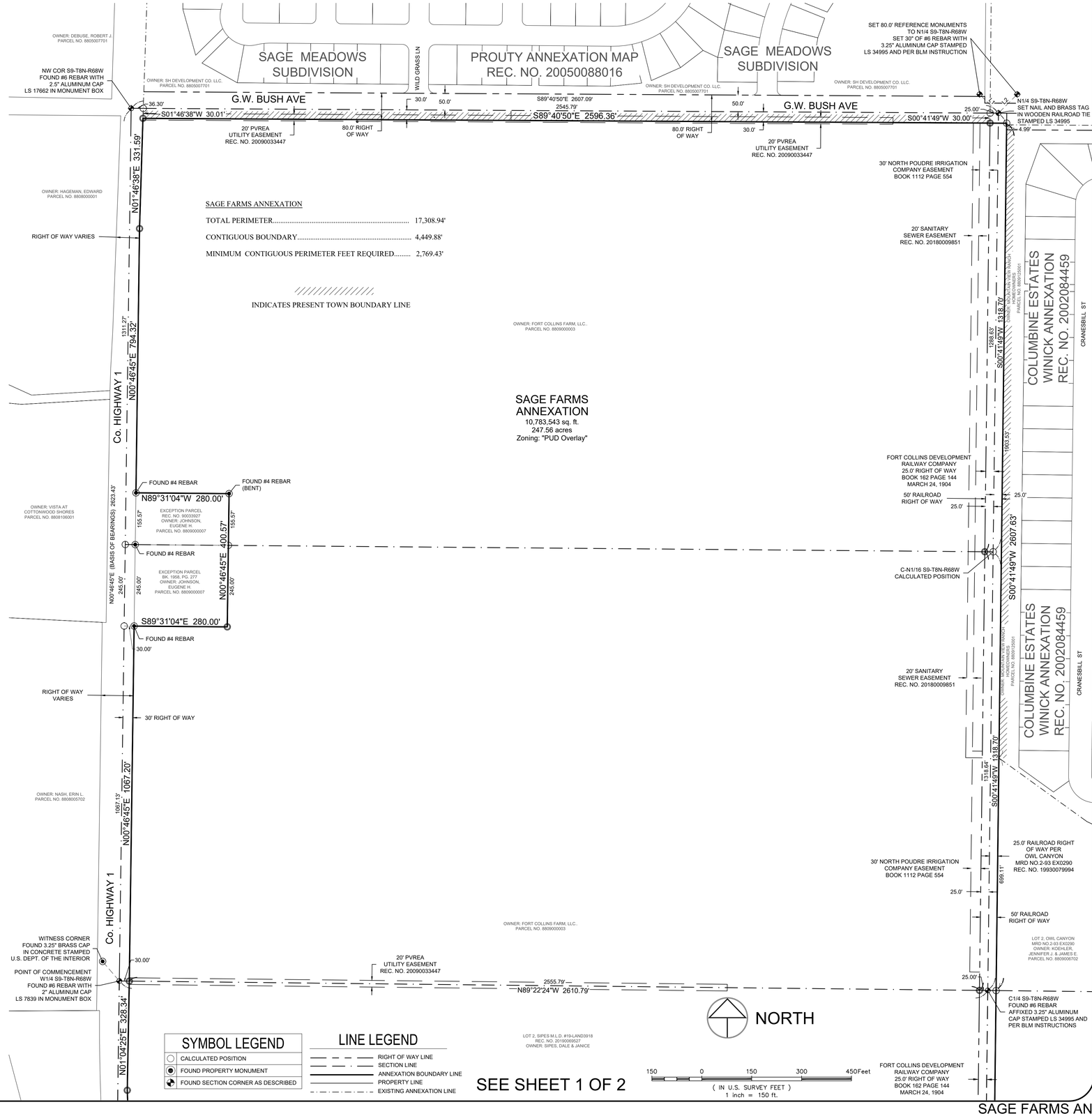
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

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



SEE SHEET 1 OF 2

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NORTHERN ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 8th Street, 80631
northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

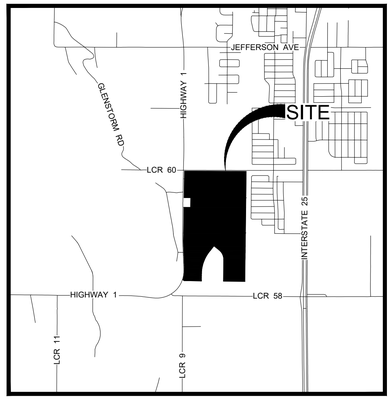
DATE: 06/26/2023
SCALE: 1" = 150'
REVIEWED BY: B. Tessely
PROJECT: 992-008
DESIGNED BY:
DRAWN BY: A. Lund

SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 1 Of 2 Sheets

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



N

VICINITY MAP

1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

_____
OWNER

_____
OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires:_____

_____
Notary Public

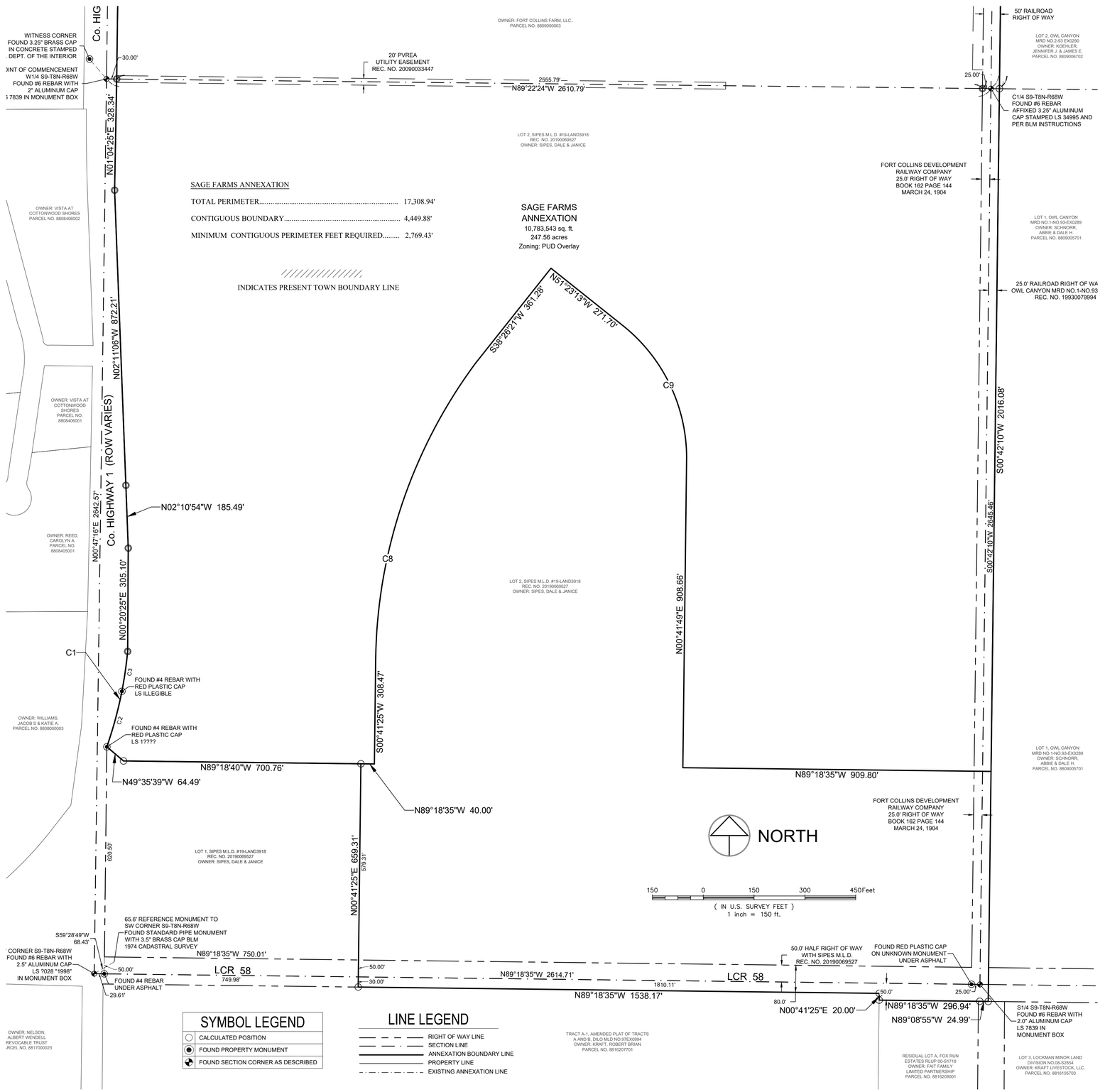
SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

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

SEE SHEET 2 OF 2



SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
✠	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

PROJECT: 992-008
DATE: 06/26/2023
SCALE: 1" = 150'
DESIGNED BY:
DRAWN BY: A. Lund
REVIEWED BY: B. Tessely

SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 2
Of 2 Sheets

VILLAGE AT SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

SEE SHEET 1 OF 1

VICINITY MAP
1" = 3000'

VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;

THENCE South 02° 11' 06" East a distance of 872.21 feet;

THENCE South 02° 10' 54" East a distance of 185.49 feet;

THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;

THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18' 35" East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;

THENCE North 00° 41' 25" East a distance of 308.47 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 271.70 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a point of tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18' 35" East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 1993007994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;

THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;

THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;

THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 2 Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20_____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20_____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20_____.

_____
_____
OWNER OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this

_____ day of _____, 20_____.

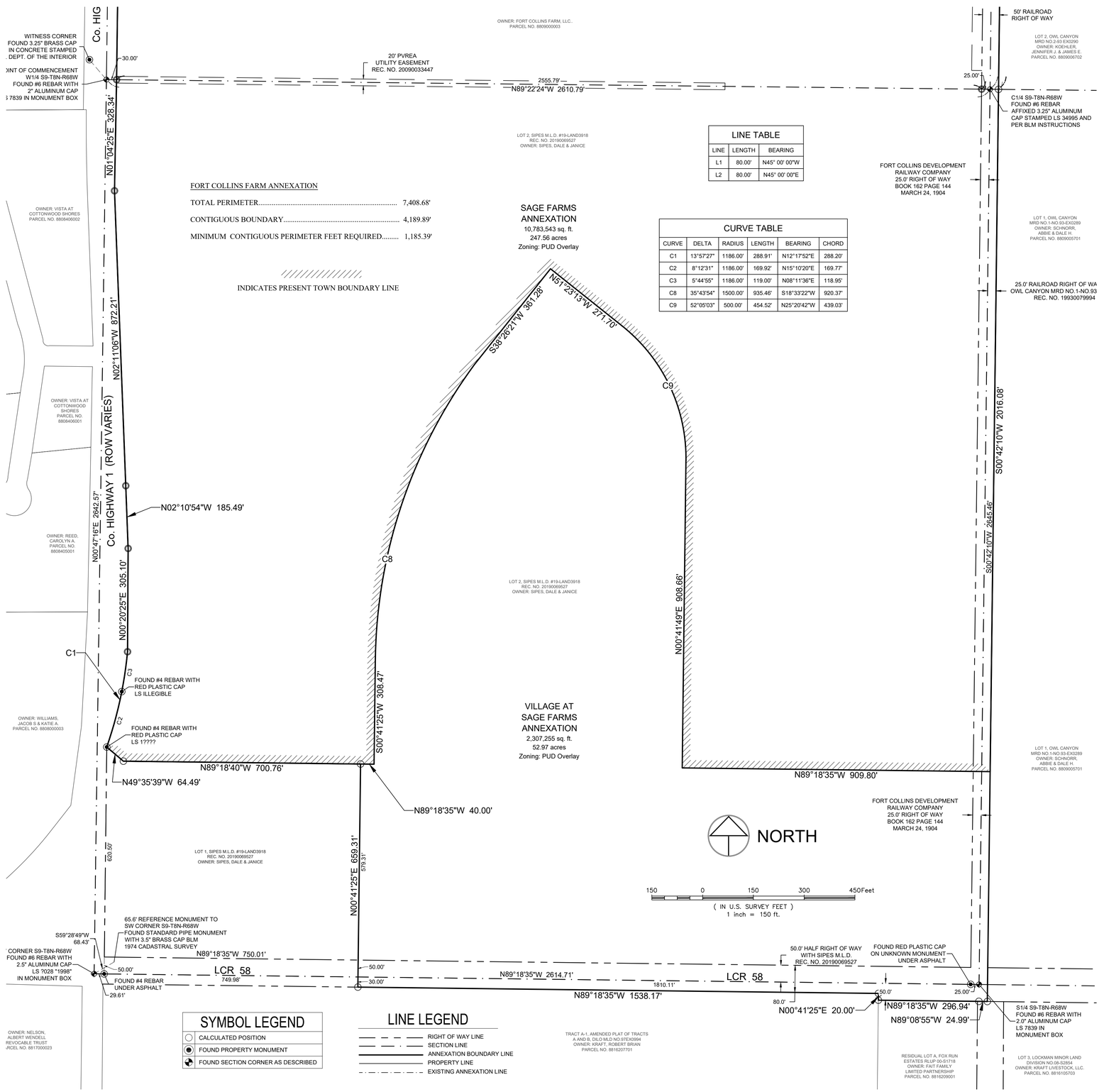
My commission expires:_____
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

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



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SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 8th Street, 80631 northernengineering.com

PROJECT: 992-008
DESIGNED BY:
DATE: 06/26/2023
SCALE: 1" = 150'
DRAWN BY: A. Lund
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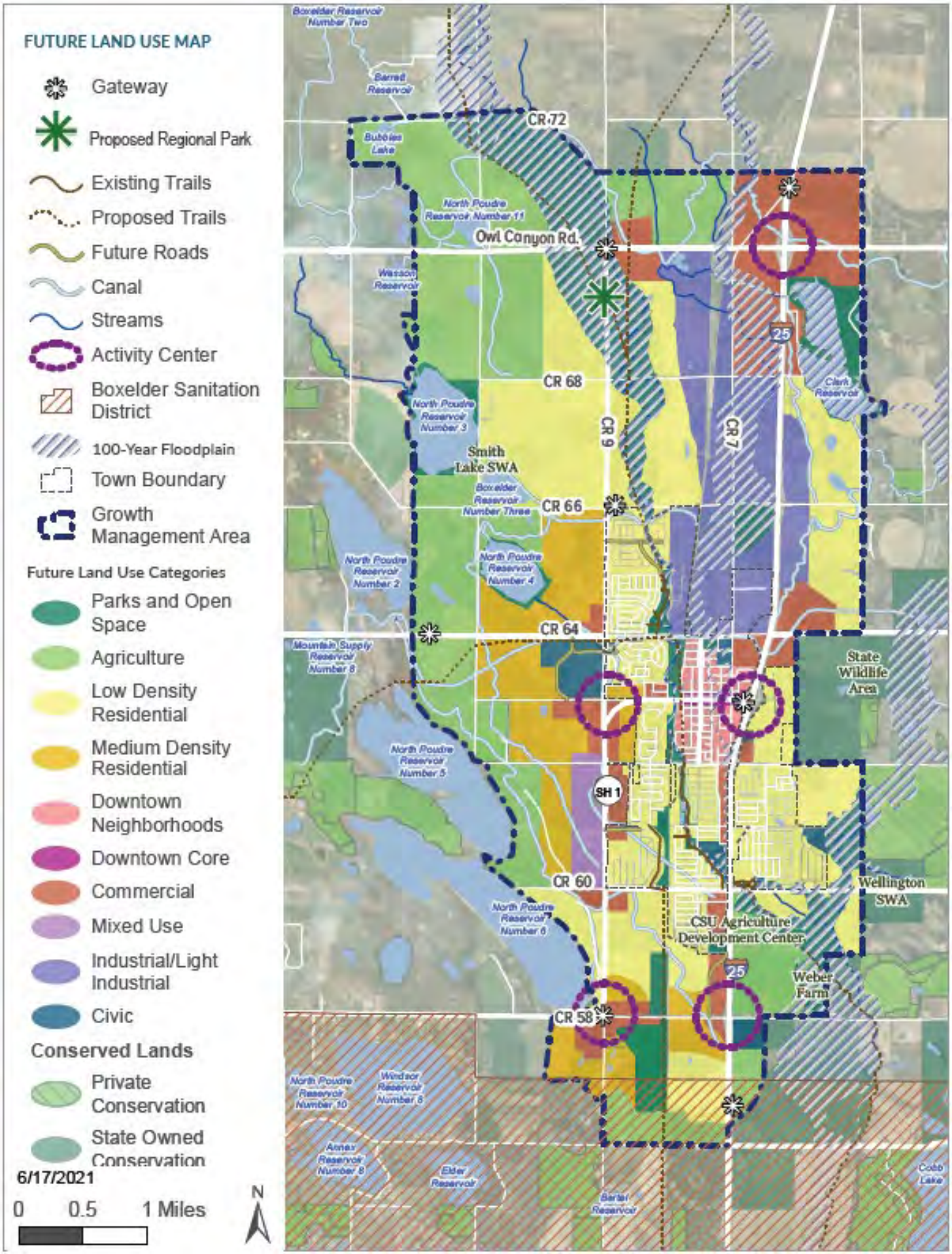
VILLAGE AT SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

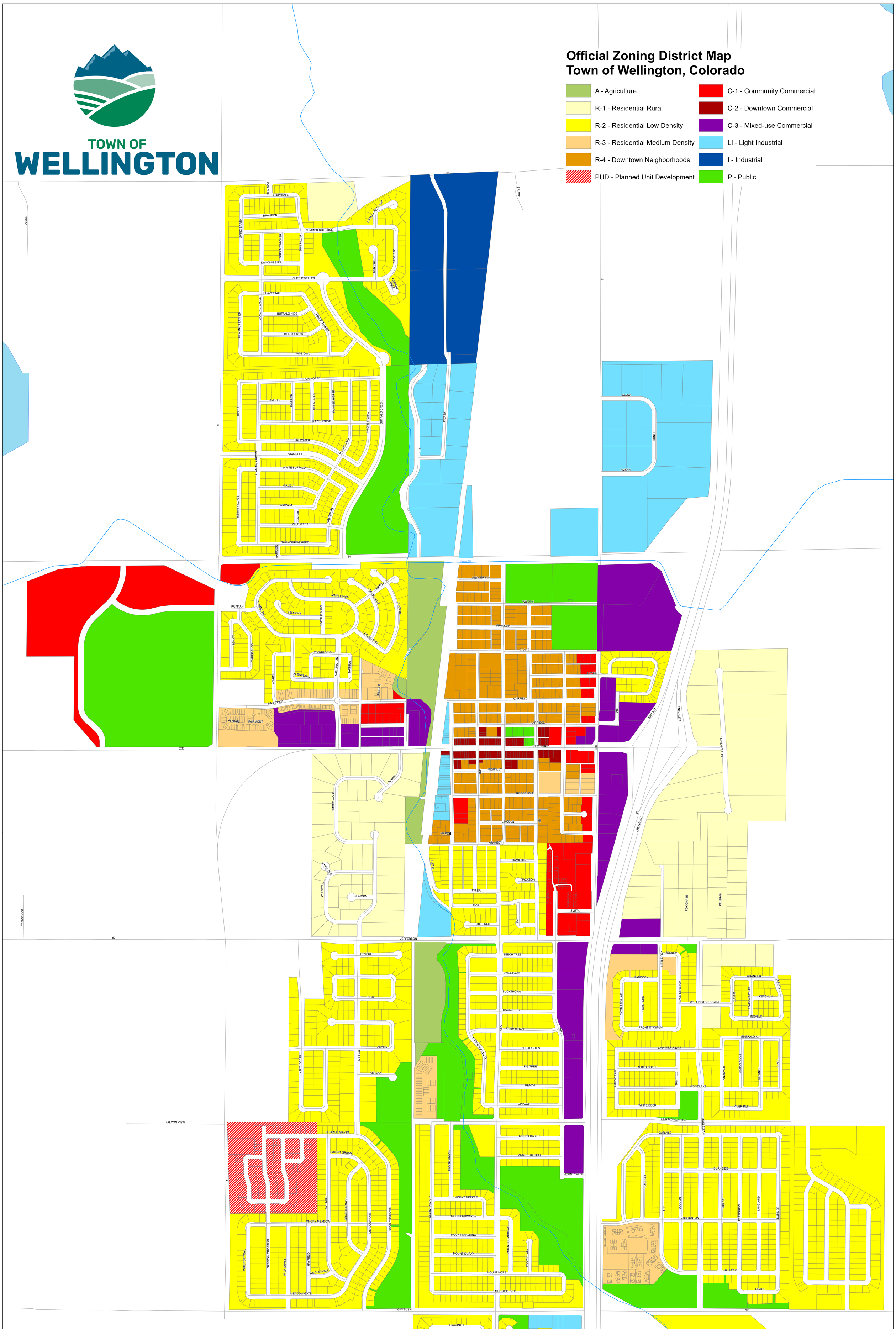
Sheet 1
Of 1 Sheets


FUTURE LAND USE MAP
Gateway
Proposed Regional Park
Existing Trails
Proposed Trails
Future Roads
Canal
Streams
Activity Center
Boxelder Sanitation District
100-Year Floodplain
Town Boundary
Growth Management Area
Future Land Use Categories
Parks and Open Space
Agriculture
Low Density Residential
Medium Density Residential
Downtown Neighborhoods
Downtown Core
Commercial
Mixed Use
Industrial/Light Industrial
Civic
Conserved Lands
Private Conservation
State Owned Conservation
6/17/2021
0 0.5 1 Miles
N
Boxelder Reservoir Number Two
Barrett Reservoir
Bubbles Lake
CR 72
North Poudre Reservoir Number 11
Owl Canyon Rd.
Wasson Reservoir
25
CR 68
Clark Reservoir
North Poudre Reservoir Number 3
CR 9
CR 7
Smith Lake SWA
Boxelder Reservoir Number Three
CR 66
North Poudre Reservoir Number 2
North Poudre Reservoir Number 4
CR 64
Mountain Supply Reservoir Number 8
State Wildlife Area
North Poudre Reservoir Number 5
SH 1
CR 60
Wellington SWA
North Poudre Reservoir Number 6
CSU Agriculture Development Center
25
Weber Farm
CR 58
North Poudre Reservoir Number 10
Windsor Reservoir Number 8
Annex Reservoir Number 8
Elder Reservoir
Barker Reservoir
Cobb Lake

TOWN OF
WELLINGTON

Official Zoning District Map
Town of Wellington, Colorado

- A - Agriculture
- R-1 - Residential Rural
- R-2 - Residential Low Density
- R-3 - Residential Medium Density
- R-4 - Downtown Neighborhoods
- PUD - Planned Unit Development
- C-1 - Community Commercial
- C-2 - Downtown Commercial
- C-3 - Mixed-use Commercial
- LI - Light Industrial
- I - Industrial
- P - Public


CLEVELAND
STEPHANIE
BRANDON
LONG LEAF
SUMMER SOLSTICE
SUN DANCE
DANCING SUN
CLIFF DWELLER
BEAVERTAIL
BUFFALO HIDE
BLACK CROW
WISE OWL
IRON HORSE
ARABIAN
PALOMINO
APPALOOSA
CRAZY HORSE
PINTO
MUSTANG
FIREWATER
STAMPEDE
WHITE BUFFALO
GRIZZLY
BIGHORN
WILD WEST
THUNDERING HERD
RUFFIAN
SECRETARIAT
SEATTLE SLEW
SARATOGA
WOODLANDS
ALYSHEBA
SEATTLE SLEW
SARATOGA
ALYSHEBA
SEABISCUIT
WARFIELD
FRANKLIN
MCKINLEY
ROOSEVELT
LINCOLN
HAMILTON
JACKSON
TYLER
MAE
BOXELDER
BIGHORN
KEYSTONE
POUR
ADAMS
REAGAN
BEECH TREE
SWEETGUM
BUCKTHORN
HACKBERRY
RIVER BIRCH
EUCALYPTUS
FIG TREE
PEACH
GINKGO
PADDOCK
FRONT STRETCH
HOMESTRETCH
BACKSTRETCH
WELLINGTON DOWNS
CYPRESS RIDGE
ALDER CREEK
WOODLAKE
WHITE OAKS
RIVER RUN
EMERALD BAY
BUFFALO GRASS
SHORT GRASS
COTTAGE
SAGE MEADOW
MEADOW GATE
MOUNT BAKER
MOUNT OXFORD
MOUNT WEEKS
MOUNT EDWARDS
MOUNT SPALDING
MOUNT DURAY
MOUNT HOPE
MOUNT FLORA
CASTLE
BURGESS
LEE
COOK
CRITTENTON
BOOKS
PEYTON
LOCKARD
SUMNER
HINKLEY
HYACINTH
SUNROSE
DAYLILY
CORNFLOWER
TORCH LILY
SPEEDWELL
CATMINT
FOXBRUSH
HORTA
WATERLILY
CANYON
WELD COUNTY RD 64
WELD COUNTY RD 62
WELD COUNTY RD 60
CR 5
CR 7
CR 9
CR 11
CR 13
CR 15
CR 17
CR 19
CR 21
CR 23
CR 25
CR 27
CR 29
CR 31
CR 33
CR 35
CR 37
CR 39
CR 41
CR 43
CR

LAND USE DATA

Land Use Type	Area	Maximum Density	Maximum GLA	Percent of Total Area
	(acres)	(units/acre)	(sq. ft.)	(%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total)
				16.8% (of Residential)
On-Site Total	291.0			100.0%

200 0 200 400 600
(IN FEET)
1 INCH = 200 FEET

LEGEND

- MUTLI-FAMILY RESIDENTIAL
- OPEN SPACE
- SINGLE FAMILY RESIDENTIAL
- COMMERCIAL

NOTE: THIS MASTER PLAN IS A CONCEPTUAL ILLUSTRATION AS TO HOW THE PROPERTY COULD DEVELOP AND IS SUBJECT TO CHANGE AT THE TIME OF PLATTING

JUNE 26, 2023

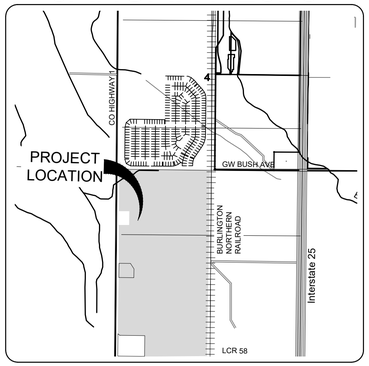
NORTHERN ENGINEERING

SAGE FARMS PUD
WELLINGTON, COLORADO
CONCEPTUAL MASTER PLAN

ZONING MAP FOR
SAGE FARMS P.U.D.

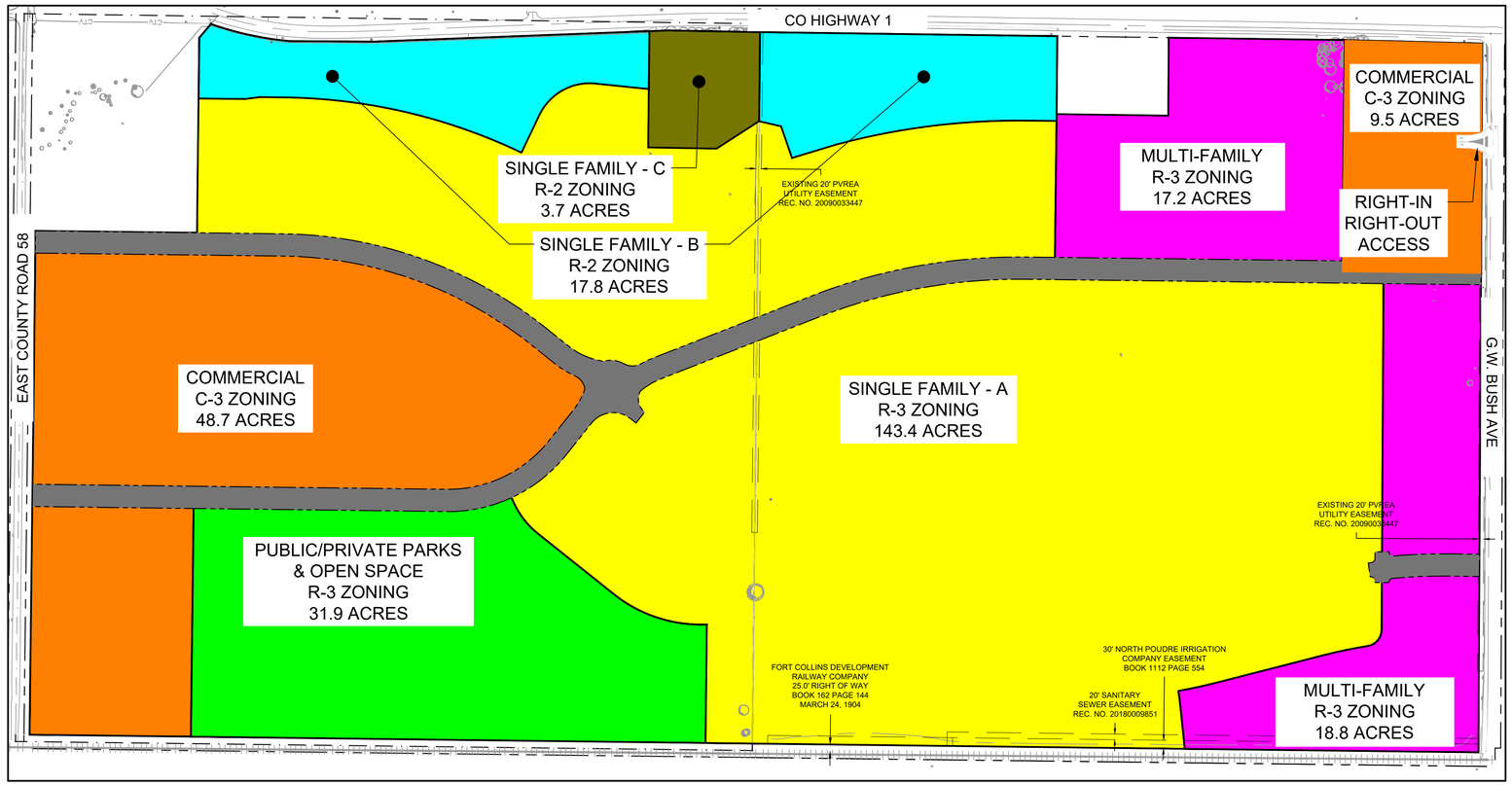
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

JANUARY 2023



NORTH

VICINITY MAP
1"=2000'



250 0 250 500 750 Feet

(IN FEET)
1 inch =250 ft.

PROJECT TEAM:

APPLICANT
FC Farm Holding, LLC and Sipes Farm Holding, LLC
Mr. Daren Roberson
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

SITE ENGINEER
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

LAND PLANNER
Pinecrest Planning and Design, LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, CO 80525
(970) 566-4714

SURVEYOR
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

OWNERS
FC Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103
(971)
and

Sipes Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LEGAL DESCRIPTION

A parcel of land being the Northwest Quarter of Section Nine (9) and a portion of the Southwest Quarter of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado.

EXCEPTING THEREFROM the East 25.00 feet for railroad right of way.

ALSO EXCEPTING THEREFROM those parcels described in Deeds recorded April 20, 1964 in Book 1244 at Page 319, and June 5, 1979 in Book 1958 at Page 277, and August 2, 1990 as Reception No. 90033927, all of the Records of Larimer County.

TOGETHER WITH Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County.

Said described parcel contains a total of 12,783,626 sq. ft or 293.47 acres, more or less.

LEGEND

- MUTLI-FAMILY RESIDENTIAL - R-3
- SINGLE FAMILY RESIDENTIAL (A) - R-3
- SINGLE FAMILY RESIDENTIAL (B) - R-2
- SINGLE FAMILY RESIDENTIAL (C) - R-2
- COMMERCIAL - C-3
- PARKS/OPEN SPACE - R-3

LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%
Additional Areas				
BNSF Right-of-way	6.1			
CR 58 Right-of-way	3.4			
Total	300.5			

Zoning: PUD - Planned Unit Development Overlay District

APPROVAL CERTIFICATES

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 20____, by the Town Planning and Zoning Commission, Wellington, Colorado.

_____
Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by other and not the towns.

_____
Mayor

No. Revisions: Date:
1 REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a professional engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
970.221.4158
northernengineering.com

DATE: 06/16/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: SFE-1008
DESIGNED BY: S. Ritchie
DRAWN BY: S. Ritchie

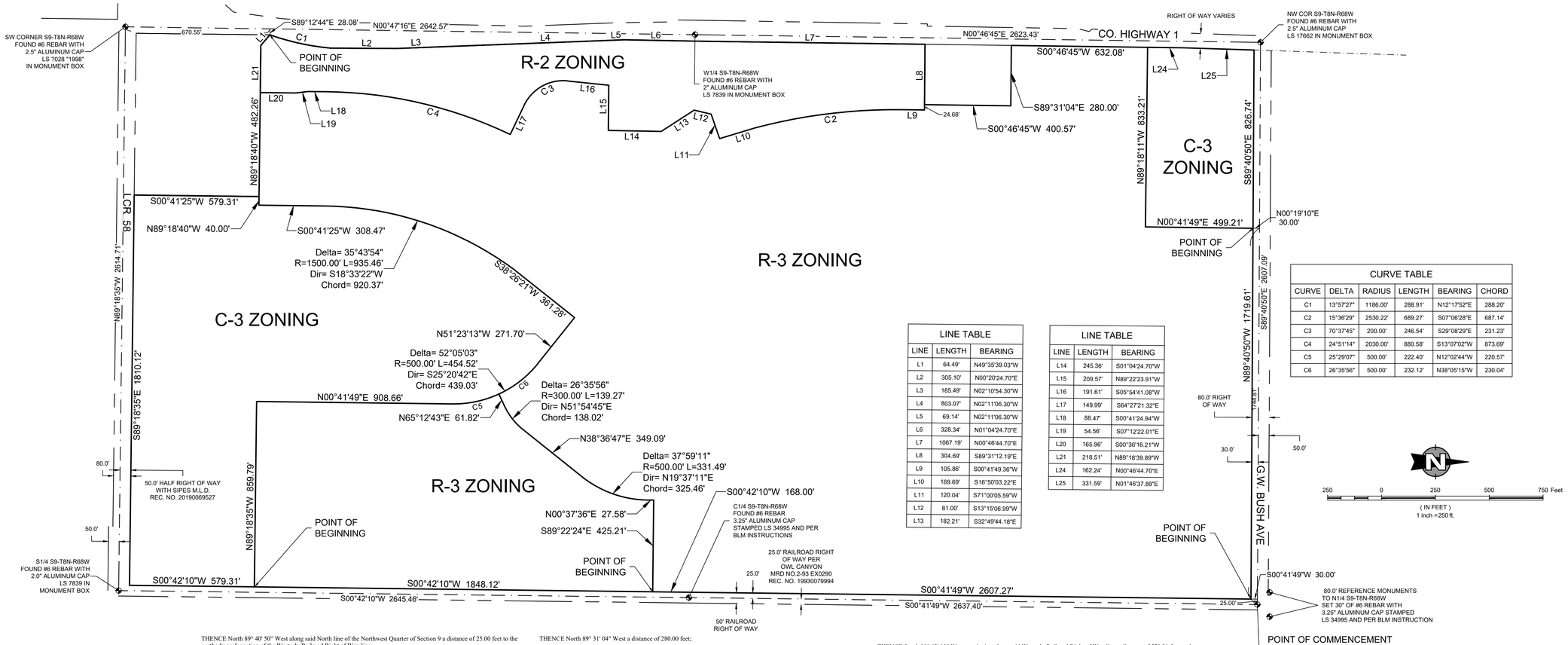
SAGE FARMS

ZONING MAP

Sheet 1
1 of 4

ZONING MAP FOR
SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
L1	64.49'	N49°35'39.03"W
L2	305.10'	N00°20'24.70"E
L3	185.49'	N02°10'54.30"W
L4	803.07'	N02°11'06.30"W
L5	69.14'	N02°11'06.30"W
L6	328.34'	N01°04'24.70"E
L7	1067.19'	N00°46'44.70"E
L8	304.69'	S89°31'12.19"E
L9	105.86'	S00°41'49.36"W
L10	169.69'	S16°50'03.22"E
L11	120.04'	S71°00'05.59"W
L12	81.00'	S13°15'06.99"W
L13	182.21'	S32°49'44.18"E

LINE TABLE		
LINE	LENGTH	BEARING
L14	245.36'	S01°04'24.70"W
L15	209.57'	N89°22'23.91"W
L16	191.61'	S05°54'41.08"W
L17	149.99'	S64°27'21.32"E
L18	88.47'	S00°41'24.94"W
L19	54.56'	S07°12'22.01"E
L20	165.96'	S00°36'16.21"W
L21	218.51'	N89°18'39.89"W
L24	162.24'	N00°46'44.70"E
L25	331.59'	N01°46'37.89"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	13°57'27"	1186.00'	288.91'	N12°17'52"E	288.20'
C2	15°36'29"	2530.22'	689.27'	S07°06'28"E	687.14'
C3	70°37'45"	200.00'	246.54'	S29°08'29"E	231.23'
C4	24°51'14"	2030.00'	880.58'	S13°07'02"W	873.69'
C5	25°29'07"	500.00'	222.40'	N12°02'44"W	220.57'
C6	26°35'56"	500.00'	232.12'	N38°05'15"W	230.04'

(IN FEET)
1 inch = 250 ft.
250 0 250 500 750 Feet

ZONE R-2 (SINGLE FAMILY RESIDENTIAL)

A parcel of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 9, being monumented by a No. 6 Rebar with a 2 1/2" aluminum cap Stamped "LS 7028 1998" in a monument box and assuming the West line of the Southwest Quarter of said Section 9 as bearing North 00° 47' 16" East a distance of 2642.57 feet, being monumented on the North by a #6 rebar with a 2" aluminum cap stamped "LS 7839" in a monument box with all bearings contained herein relative thereto.
THENCE North 00° 47' 16" East along said West line of the Southwest Quarter of Section 9 a distance of 670.55 feet;
THENCE South 89° 12' 44" East a distance of 28.08 feet to the beginning point of a curve non-tangent to this course and to the **POINT OF BEGINNING.**

The following 7 courses are along the Easterly Right of Way line of Hwy 1:
THENCE along the arc of a curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to a line non-tangent to this curve;
THENCE North 00° 20' 25" East a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 803.07 feet;
THENCE North 02° 11' 06" West a distance of 69.14 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet;
THENCE North 00° 46' 45" East a distance of 1067.19 feet;

THENCE North 89° 31' 12" East a distance of 304.69 feet;
THENCE South 00° 41' 49" West a distance of 105.86 to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet and is subtended by a Chord bearing South 07° 06' 28" East a distance of 687.14 to a line non-tangent to this curve;
THENCE South 16° 50' 03" East a distance of 169.69 feet;
THENCE South 71° 13' 00" West a distance of 20.04 feet;
THENCE South 70° 57' 30" West a distance of 100.00 feet;
THENCE South 13° 15' 07" West a distance of 81.00 feet;
THENCE South 32° 49' 44" East a distance of 182.21 feet;
THENCE South 01° 04' 25" West a distance of 245.36 feet;
THENCE North 89° 22' 24" West a distance of 209.57 feet;
THENCE South 05° 54' 41" West a distance of 191.61 to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet and is subtended by a Chord bearing South 29° 08' 29" East a distance of 231.23 to a Point of Tangency;
THENCE South 64° 27' 21" East a distance of 149.99 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet and is subtended by a Chord bearing South 13° 07' 02" West a distance of 873.69 to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 88.47 feet;
THENCE South 07° 12' 22" East a distance of 54.56 feet;
THENCE South 00° 36' 16" West a distance of 165.96 feet to a point on the Southerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 89° 18' 40" West along the said Southerly line of Lot 2 a distance of 218.51'
THENCE North 49° 35' 39" West along the said Southerly line of Lot 2 a distance of 64.49 feet to the **POINT OF BEGINNING**;

Said described parcels of land contains a total of 21.5 acres, more or less (±).

ZONE R-3 (MULTI-FAMILY RESIDENTIAL)

Two parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line prolongation a distance of 30.00 feet to the intersection of the Westerly line of said Railroad Right of Way and the South line of G.W. Bush Ave and to the **POINT OF BEGINNING;**

THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2607.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West a distance of 168.00 feet;
THENCE North 89° 22' 24" East a distance of 425.21 feet;
THENCE South 00° 37' 36" West a distance of 27.58 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing South 19° 37' 11" West a distance of 325.46 feet to a Point of Tangency;
THENCE South 38° 36' 47" West a distance of 349.09 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing South 51° 54' 45" West a distance of 138.02 feet to a Point of Tangency;
THENCE South 65° 12' 43" East a distance of 61.82 feet to a point on a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southwest a distance of 232.12 feet, said curve has a radius of 500.00 feet and is subtended by a Chord bearing North 38° 05' 15" West a distance of 230.04 feet to a Point of Tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 26' 21" West a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35°43'54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency.
THENCE South 00° 41' 25" West a distance of 308.47 feet;
THENCE North 89° 18' 40" West distance of 40.00 feet to a point on the Southerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 89° 18' 40" West along the said Southerly line of Lot 2 a distance of 482.26 feet;
THENCE North 00° 36' 16" East a distance of 165.96 feet;
THENCE North 07° 12' 22" West a distance of 54.56 feet;
THENCE North 00° 41' 25" East a distance of 88.47 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet, a Delta of 024°51'14" and is subtended by a Chord bearing North 13° 07' 02" East a distance of 873.69 feet to a line non-tangent to this curve;
THENCE North 64° 27' 21" West a distance of 149.99 feet to a Point of Tangency;
THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet, a Delta of 70°37'45" and is subtended by a Chord bearing North 29° 08' 29" West a distance of 231.23 feet to a line non-tangent to this curve;
THENCE North 05° 54' 41" East a distance of 191.61 feet;
THENCE North 89° 22' 24" East a distance of 209.57 feet;
THENCE North 01° 04' 25" East a distance of 245.36 feet;
THENCE North 32° 49' 44" West a distance of 182.21 feet;
THENCE North 13° 15' 07" East a distance of 81.00 feet;
THENCE North 71° 00' 06" East a distance of 120.04 feet;
THENCE North 16° 50' 03" West a distance of 169.69 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet, a Delta of 15°36'29" and is subtended by a Chord bearing North 07° 06' 28" West 687.14 feet to a line non-tangent to this curve;
THENCE North 00° 41' 49" East a distance of 105.86 feet;
THENCE North 89° 31' 12" West a distance of 24.68 feet;
THENCE North 00° 46' 45" East a distance of 400.57 feet;
THENCE North 89° 31' 04" West a distance of 280.00 feet;
THENCE North 00° 46' 45" East a distance of 632.08 feet;
THENCE South 89° 18' 11" East a distance of 833.21 feet;
THENCE North 00° 41' 49" East a distance of 499.21 feet to a point of the Southerly line of G.W. Bush Avenue being a line parallel to and 30.00 feet Southerly of the North line of the Northwest Quarter of said Section 9;
THENCE South 89° 40' 50" East along said Southerly line of G.W. Bush Avenue a distance of 1719.61 feet to the **POINT OF BEGINNING**;

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing North 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along the North line of said Section 9 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 168.00 feet to the **POINT OF BEGINNING;**

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 1848.12 feet;
THENCE North 89° 18' 35" West a distance of 859.79 feet;
THENCE North 00° 41' 49" East a distance of 908.66 to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 222.40 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 12° 02' 44" West a distance of 220.57 feet to a line non-tangent to this curve;
THENCE North 65° 12' 43" East a distance of 61.82 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing North 51° 54' 45" East a distance of 138.02 feet to a Point of Tangency;
THENCE North 38° 36' 47" East a distance of 349.09 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 19° 37' 11" East a distance of 325.46 feet to a Point of Tangency;
THENCE North 00° 37' 36" East a distance of 27.58 feet;
THENCE South 89° 22' 24" East a distance of 425.21 feet to the **POINT OF BEGINNING.**

Said described parcels of land contains a total of 175.3 acres, more or less (±).

ZONE C-3 (COMMERCIAL)

Multiple parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 2016.12 feet to the **POINT OF BEGINNING;**

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 579.31 feet to the Northerly Right of Way line of County Road 58 being parallel to and 50.00 feet Northerly of the South line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said Northerly Right of Way line a distance of 1810.12 feet to the Northerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 00° 41' 25" East along said Northerly line of Lot 2 a distance of 579.31 feet to the Northeast Corner of said Lot 2;
THENCE South 89° 18' 40" East a distance of 40.00 feet;
THENCE North 00° 41' 25" East a distance of 308.47 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35° 43' 54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency;
THENCE North 38° 36' 47" East a distance of 303.93 feet;
THENCE South 51° 23' 13" East a distance of 100.00 feet;
THENCE North 38° 26' 21" East a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a Point of Tangency;
THENCE South 00° 41' 49" West a distance of 908.66 feet;
THENCE South 89° 18' 35" East a distance of 859.79 feet to the Westerly Railroad Right of Way line and to the **POINT OF BEGINNING.**

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 1744.81 feet;
THENCE South 00° 19' 10" West along a line perpendicular to the aforesaid course a distance of 30.00 feet to the Southerly Right of Way line of G. W. Bush Avenue and to the **POINT OF BEGINNING.**

THENCE South 00° 41' 49" West a distance of 499.21 feet;
THENCE North 89° 18' 11" West a distance of 833.21 feet to the Easterly Right of Way line of Colorado State Highway No. 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 162.24 feet;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line a distance of 331.59 feet to the Southerly Right of Way line of G. W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly Right of Way line a distance of 826.74 feet to the **POINT OF BEGINNING.**

Said described parcels of land contains a total of 58.21 acres, more or less (±).

Revisions: No. By Date:
REVIEW SET
NOT FOR CONSTRUCTION
06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer that is employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 8th Street, 80631 www.northernengineering.com

DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: 992-008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster

SAGE FARMS

LEGAL DESCRIPTIONS

Sheet 2
2 of 4

DRAWING FILENAME: S:\Survey Jobs\992-008\Dwg\Exhibits\992-008 Zoning Map-survey.dwg LAYOUT NAME: Legal Descriptions DATE: Jun 26, 2023 - 4:19pm CAD OPERATOR: sam
LIST OF XREFS: [992-008_xAOJ_CTRL] [992-008_xAOJ_SITE] [992-008_xSITE] [992-008_xSITE_V] [NES-divider] [992-008 ANNEXATION_COMBINED] [Road Centerline] [NES-divider-ANNEX] [992-008 Zoning Map]

ZONING MAP FOR
SAGE FARMS P.U.D.
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

A. STATEMENT OF INTENT

This **Zoning Map** is a PUD - Planned Unit Development Overlay District ("**PUD Zone**") to serve as a master-planned development under Land Use Code 15-3-50 for the zoning of the property consisting of approximately 291.1 acres within the serial annexations for **Sage Farms Annexation and Village at Sage Farms Annexation** to the Town of Wellington, Colorado ("**Town**").

This PUD Zone is a Site Specific Development Plan and a final development plan for this Planned Unit Development under Land Use Code 15-7-20 and under Colorado Revised Statutes Section 24-68-101 et. seq. for vested rights. The duration of the vested rights under this PUD Zone is twenty (20) years from the ordinance effective date for the following zone districts: Single-Family A - R-3 Residential Medium Density District; Single-Family B - R-2 Residential Low Density District; Single-Family C - R-2 Residential Low Density District; and, Multi-Family - R-3 Residential Medium Density District. ("**Residential Vested Rights Period**"). The duration of the vested rights under this PUD Zone is twenty-five (25) years from the ordinance effective date for the following zone districts: Commercial - C-3 Mixed-Use Commercial District; and, Park and Open Space - R-3 Residential Medium Density District ("**Commercial Vested Rights Period**").

This Mixed-Use PUD is intended to create a compatible variety of land uses that provide for a homogeneous development of mixed uses that are in keeping with the property's unique physical aspects including two existing irrigation water wells which can be used for non-potable irrigation of the developed property, access from two existing public roads and unique topography allowing drainage flows along the southeast portion of the property. This zoning map is also in compliance with the Town's Comprehensive Plan. The PUD Zoning Map supplements the underlying standard zone district with modification of lot size, bulk or type of use, density, lot coverage, open space or other considerations that are incompatible and inappropriate for the overall PUD Zone and that do not correspond with existing underlying standard zone district. Lot layout, road alignments and specific multi-family and commercial building siting will be refined at the time of platting with adjustments allowed for each specific development phase and market conditions.

B. ZONING

The zoning for the property is: **PUD - Planned Unit Development Overlay District.**

C. PROJECT SUMMARY CHART

Land Use	Acreage	Maximum Density per acre	Max GLA	% of Total Area
Single Family - A	141.8 acres	6 units/acre		48.7%
Single Family - B	17.8 acres	3 units/acre		6.1%
Single Family - C	3.7 acres	3 units/acre		1.3%
Multi-Family	36.0 acres	12 units/acre		12.4%
Commercial	58.2 acres	16 units/acre	585,000 sq. ft.	20.0%
Public/Private Parks & Open Space	33.6 acres			11.5% of total (16.8% of residential area)
TOTAL	291.1 acres		585,000 sq. ft.	100%

GLA is defined as "Gross Leaseable Area."

D. LAND USE STANDARDS

1. Permitted Uses; Prohibited Uses; Unlisted Uses; Use Specific Standards.

A. Permitted Uses.
Uses permitted in the PUD Zone shall be those uses permitted in the underlying standard zone district for the property unless specifically listed as prohibited or otherwise modified herein. The uses permitted in this PUD Zone are listed in the sections below. All uses for this PUD Zone are defined in Section J, Definitions. If a capitalized term is not defined in Section J or otherwise in this PUD Zone, the definitions in the Municipal Code of the Town of Wellington, Colorado ("**Code**") and the Land Use Code adopted March 22, 2022 (Ordinance No. 07-2022) ("**Land Use Code**") apply. The terms in this PUD Zone control in the event of a conflict with the Code or the Land Use Code.

B. Prohibited Uses.
Uses prohibited in the PUD Zone shall be those uses prohibited in the underlying standard zone district for the property unless specifically listed as permitted or otherwise modified herein. Development or use of a property for any other use not specifically allowed in this PUD Zone and approved under the appropriate process is prohibited.

C. Unlisted Uses.
If a proposed use is not specifically listed below, the Planning Director shall determine whether the use is permitted or not permitted. This determination shall be based upon the similarity in nature and character to one or more uses that are listed as permitted in each district under this PUD Zone. In making this determination, the Planning Director may refer for guidance to the factors set forth for unlisted uses in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to such factors adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period are applied consistently to all Town wide zoning districts.

D. Use-Specific Standards.
The uses permitted in each of the zoning districts established in this PUD Zone are listed below. Uses are designated as Permitted by Right (P) and as Conditional Uses (C). The list of permitted uses also provides a reference to any use-specific standards by including the designation (Y). If applicable, the use specific standards are set forth in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to a use specific standard adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period are uniformly applied in all similar zone districts within the Town. Approval of a use listed in this PUD Zone, and compliance with any applicable use-specific standards for that use, authorizes that use only.

2. Single-Family A - R-3 Residential Medium Density District

A. Statement of Intent
This land use area is intended to provide for the development of Single-Family Detached Dwellings and Single-Family Attached Dwellings including Parks, Open space, trail systems, and green belts.

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-3 Residential Medium Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Single-Family Detached Dwellings (including up to six Single-Family Detached Dwellings utilizing the same Alley for vehicular access) (P)
3. Single-Family Attached Dwellings (including up to six Single-Family Attached Dwellings per Building; Alley loaded Single-Family Attached Dwellings are allowed) (P)
4. Community Facility (P)
5. Religious Land Use (C)
6. Civic Space (C)
7. Accessory Building but not to exceed 80 square feet (P)
8. Accessory Dwelling Units (C) (Y)
9. Accessory Use (P)
10. Home Occupation (P)
11. Attached or detached garages or carports and paved parking areas (P)
12. Parks and Open space, public or private (P)
13. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Multi-Family Dwelling
2. Bed and Breakfast
3. Boarding and Rooming House
4. Long-Term Care Facilities

D. Development Standards
1. Minimum Front Setback:20 feet to garage, 15 feet to front of unit, 10 feet for rear or Alley loaded garages
2. Minimum Side Setback: 5 feet for detached units; 0 feet for attached units
3. Minimum Rear Setback: 15 feet, 5 feet for rear or Alley loaded garage
4. Minimum Lot Width: 35 feet for detached units; 25 feet for an attached dwelling
5. Minimum Distance Between Buildings 10 feet

3. Single Family B - R-2 Residential Low Density District

A. Statement of Intent
This land use area is intended to provide for the development of Single-Family Detached Dwellings including Parks and Open space, trail systems and green belts.

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Single Family Detached Dwellings (P)
3. Attached or detached garages or carports and paved parking areas (P)
4. Community Facility (P)
5. Religious Land Use (C)
6. Civic Space (C)
7. Accessory Buildings but not to exceed 80 square feet (P)
8. Accessory Dwelling Units (P) (Y)
9. Accessory Use (P)
10. Home Occupation (P)
11. Parks and Open space, public or private (P)
12. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Single Family Attached Dwellings
2. Golf course

D. Development Standards

1.	Minimum Lot Size:	10,000 sf
2.	Minimum Front Setback:	25 feet
3.	Minimum Rear Setback:	25 feet
4.	Minimum Side Setback:	10 feet
5.	Minimum Distance from Hwy. 1 ROW	50 feet

4. Single Family C - R-2 Residential Low Density District

A. Statement of Intent
This land use area is intended to allow for the continued use of the existing agricultural uses and to allow for the development of Single-Family Detached Dwellings at some time in the future.

B. Uses Permitted
1. Agriculture but excluding Livestock, dairy, poultry, bee and Stable uses.
2. The storage of agricultural machinery and equipment needed in the production of agricultural products, and the storage of harvested products before wholesale distribution.
3. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
4. Single Family Detached Dwellings (P)
5. Attached or detached garages or carports and paved parking areas (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Buildings but not to exceed 80 square feet (P)
10. Accessory Dwelling Units (P) (Y)
11. Accessory Use (P)
12. Home Occupation (P)
13. Parks and Open space, public or private (P)
14. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Bed and Breakfast
2. Boarding and Rooming House
3. Long-Term Care Facilities

D. Development Standards

1.	Maximum Density	12 units per acre
2.	Minimum Front Setback:15 feet for detached units;	10 feet for attached units
3.	Minimum Setback to Garage	20 feet front loaded; 5 feet rear or Alley loaded
4.	Minimum Side Setback:	5 feet for detached units; 0 feet for attached units
5.	Minimum Rear Setback:	5 feet
6.	Minimum Distance between Buildings	10 feet
7.	Minimum Distance from Hwy. 1 ROW	20 feet

2. Commercial - C-3 Mixed-Use Commercial District

A. Statement of Intent
This land use area is intended to provide for the development of a mixed-use neighborhood business and commercial shopping center which allows the convenience of these services to the neighborhoods that it serves creating a self-sustaining neighborhood.

B. Permitted Uses
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the C-3 Mixed-Use Commercial District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Mixed-Use Dwelling (P)
3. Multi-Family Dwelling (P)
4. Multitenant building or development (P)
5. Grocery Stores, including Grocery Stores exceeding twenty-five thousand (25,000) square feet (P) (Y)
6. Child Care Center (P)
7. Long-Term Care Facilities (P)
8. Medical Care Facility (P)
9. Medical Office (P)
10. Accessory Dwelling Unit (P) (Y)
11. Accessory Use (P) (Y)
12. Home Occupation (P) (Y)
13. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Boarding and Rooming House
2. Veterinary Facilities, Large animal
3. Golf Course
4. Pawn Shop
5. Medical Marijuana Store
6. Retail Marijuana Store
7. Industrial Manufacturing, Light
8. Industrial Manufacturing, Heavy
9. Golf Course

D. Development Standards

1.	Minimum setbacks from:	
	a. Arterial streets	25 feet
	b. Other streets	10 feet
2.	Minimum internal setbacks from lot lines	0 feet
3.	Minimum setbacks from external property lines	15 feet
4.	Minimum distance between structures	15 feet
5.	Maximum Residential Density	16 units/acre

3. Parks and Open Space - R-3 Residential Medium Density District

A. Statement of Intent
This land use area is intended to preserve and use land for both public and private recreational uses.

B. Permitted Uses
1. Parks and Open space, public or private, including active and passive recreation activities including swimming pools, tennis and basketball courts, ball fields and soccer fields, and the like. (P)
2. Accessory Building including service buildings and facilities normally incidental to the use of a public park and recreational area (P)
3. Public and private utility installations including storm drainage and detention/retention areas, and irrigation ponds (P)
4. Mixed-Use Dwellings (C)
5. Multi-Family Dwellings (C)
6. Multitenant building or development (C) (Y)
7. Community Facility (C) (Y)
8. Home Occupation (P) (Y)
9. Accessory Uses (C) (Y)

C. Prohibited Uses
1. Single-Family Attached Dwellings
2. Single-Family Detached Dwellings
3. Bed and Breakfast
4. Boarding and Rooming House
5. Long-Term Care Facilities
6. Civic Space

D. Development Standards
1. Minimum Lot Size - There shall be no minimum lot size for open space areas though a minimum of 20% of the site excluding the commercial parcels shall by designated as Parks and Open space (both public and private).
2. Pocket Parks - There shall be a minimum of one pocket park for each 200 Single-Family Detached Dwellings.

E. PARKING STANDARDS

1. Off Street Parking Requirements - shall comply per section 5.05.07 of the Town Land Use Code as amended from time to time with the exception of any one-bedroom dwelling units which shall be allowed to have a minimum of one off street parking space per unit.

F. AUXILLARY USE STANDARDS

1. Pedestrian Paths/Trails
Paths and trails shall be provided within park/open space areas and to link, where feasible, between residential and commercial use areas and open space. Such paths shall consist of asphalt, concrete, or other approved materials and range from 5 to 10 feet in width. Such paths shall be maintained by a homeowner's association, the Town of Wellington and/or special improvement district depending upon location, subject to approval by such entity.

G. MISCELLANEOUS REQUIREMENTS

1. Pollution Control
Areas disturbed during construction shall be treated in such a manner so as to minimize the impacts of erosion and dust pollution. No other polluting activity shall be permitted on a permitted basis.
2. Temporary Uses
Temporary trailers and/or residential units may be used as sales or construction offices during the sales and construction period in accordance with Section 15-4-50 and all applicable permits. Temporary material storage, concrete batch plants and other temporary construction uses may be permitted during the construction period provided such activities are secured and in accordance with Section 15-4-50 and all applicable permits. Such temporary uses shall terminate 90 days after construction of the final building within the project.
3. Buffering
Buffering adjacent to the commercial use areas shall be utilized to minimize the impacts of vehicular noise on adjacent residential areas. Commercial structures shall be placed in such a fashion to further buffer the parks and traveled areas. Where differing land uses abut one another, buffering techniques shall be implemented to diffuse any negative impacts. These buffering techniques and their locations shall be determined at the time of platting and subdivision approvals.
4. Zoning Boundaries
The zoning boundaries may be modified or changed by a maximum of 10% with an administrative approval by the Town's Planning Director though the overall densities or total Gross Leaseable Area (GLA) shall not exceed the maximum amounts as listed on this PUD Zone.

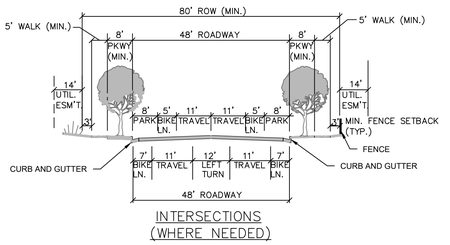
H. PUD OVERLAY DISTRICT JUSTIFICATION

This PUD Zone is a mixed-use site development plan for property controlled by two affiliated landowners and under a unified plan of development for an anticipated number and density of residential dwelling units and commercial uses. It creates a compatible variety of land uses that provide for a homogeneous neighborhood of mixed uses and affordable housing that are in keeping with the property's unique, site specific topography for stormwater systems and two independent nonpotable irrigation systems that will be utilized consistent with historical water well usage. The northern portion of the property is currently adjoining public infrastructure sufficient to facilitate anticipated, existing market demand for residential dwelling units and commercial uses. Southern portion of the property is not currently served by public infrastructure sufficient to support development consistent with the objectives set forth in the Town Comprehensive Plan. The PUD Zone and vested property rights are necessary and desirable in order to ensure reasonable certainty and stability for the development of the property; stimulate economic growth consistent with the Town Comprehensive Plan; secure a reasonable investment-backed expectation over the lengthy timeframe anticipated to complete development of the residential neighborhoods and commercial uses; and, to foster public and private cooperation necessary to fund and then complete the community wide impact studies for the design, permitting, and construction of the anticipated off-site public infrastructure improvements to support development of the commercial uses in southern portions of the property consistent with the Town Comprehensive Plan. To accomplish these objectives, the PUD Zone overlays and modifies specific terms of the underlying standard zone district which do not correspond in lot size, bulk or type of use, density, lot coverage, open space and other considerations. The PUD Zone also allows for:

- the existing agricultural uses to continue to be permitted in the Single-Family C use area.
- modifies the R-3 Residential Medium Density zone allowing a reduction in the maximum density allowed in the Single-Family A use area.
- modifies the R-2 Residential Low Density zone allowing an increase the minimum lot size for Single-Family B and Single-Family C use areas.
- modifies the R-2 Residential Low Density zone allowing a reduction in the maximum density allowed in the Single-Family B and Single-Family C use areas.
- modifies the R-3 Residential Medium Density zone allowing for Multi-Family Dwellings and multitenant building or development in the Multi-Family - R-3 use area.
- creates vested rights for Mixed-Use Dwellings and Multi-Family Dwellings in the Commercial C-3 zone area.
- allows for the PUD Zone to permit additional uses that are not permitted uses in the underlying zone district consistent with the unified plan of development.
- allows the PUD Zone to prohibit and restrict specific uses that are allowed in specified areas in the underlying zone district consistent with the unified plan of development.
- allows for modifications of the Town's current road and street standards allowing narrower streets and also allowing public and private Alleys to serve the residential and commercial use areas thereby reducing development costs and making housing more affordable.

I. STREET and ROADWAY STANDARDS

- See details on the right side of this sheet



INTERSECTIONS (WHERE NEEDED)

ROADWAY WIDTH: 48'

RIGHT OF WAY WIDTH: 80' (MIN.) PLUS 28' (MIN.) UTILITY EASEMENT

TRAVEL LANES: TWO LANES, 11' WIDE.

LEFT TURN LANES: 12' WIDE AT INTERSECTIONS WHERE NEEDED.

BIKE LANES: TWO LANES, 5' WIDE. (7' WIDE WHERE ADJACENT TO CURB)

PARKING: TWO LANES, 8' WIDE; PARKING MAY BE REMOVED AT CERTAIN LOCATIONS TO PROVIDE A LEFT TURN LANE AT INTERSECTIONS WHERE NEEDED.

PARKWAY: 8' (MIN.) WIDTH. ADDITIONAL WIDTH OPTIONAL.

SIDEWALK: 5' (MIN.) WIDTH. ADDITIONAL WIDTH MAY BE REQUIRED FOR HIGHER PEDESTRIAN TRAFFIC WITHIN AND LEADING TO ACTIVITY AREAS.

MEDIAN: IF MEDIANS ARE PROPOSED THEY MUST BE ACCEPTABLE TO THE TOWN.

WHERE USED: THESE SPECIFICATIONS SHALL APPLY AS REQUIRED BY THE TOWN, WHEN A COLLECTOR STREET IS SHOWN ON THE MASTER STREET PLAN OR WHEN THE TRAFFIC VOLUME ON THE STREET IS ANTICIPATED TO BE IN THE RANGE OF 2,500 TO 3,500 VEHICLES PER DAY.

DESIGN SPEED: 40 MPH

SPEED LIMIT: 25-30 MPH

ACCESS: NO LIMIT

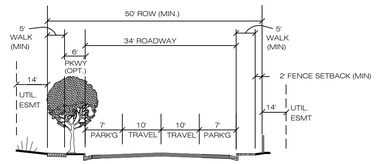
FENCES: FENCES SHALL BE SETBACK A MINIMUM OF 3' FROM THE BACK EDGE OF THE SIDEWALK.

CURB AND GUTTER: VERTICAL CURB AND GUTTER, OR DRIVEOVER IF APPROVED BY THE TOWN.

STRIPING: STRIPE INTERSECTION APPROACHES ONLY.

STREET TREES: AS SHOWN ON LANDSCAPING PLAN TO BE APPROVED BY TOWN. REQUIRED SPACING IS 40' O.C.

001 MINOR COLLECTOR STREET
NOT TO SCALE



ROADWAY WIDTH: 34' WIDE (WITH PARKING).

RIGHT OF WAY WIDTH: 50' (MIN.) PLUS 28' (MIN.) UTILITY EASEMENT.

BIKE LANES: SHARE STREET.

PARKING: TWO LANES 7' WIDE SHARED WITH BIKES.

PARKWAY: NOT REQUIRED. 6' (MIN.) WIDTH WHERE USED.

SIDEWALK: 5' (MIN.) WIDTH ATTACHED OR DETACHED. ADDITIONAL WIDTH MAY BE REQUIRED WITHIN AND LEADING TO ACTIVITY AREAS.

MEDIAN: NONE. ADDITIONAL WIDTH REQUIRED FOR DEVELOPMENT REQUESTING MEDIANS.

DESIGN SPEED: 25 MPH

SPEED LIMIT: 25 MPH

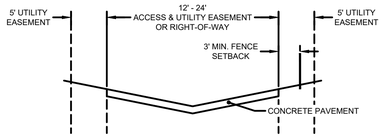
ACCESS: NO LIMIT.

FENCES: SETBACK A MINIMUM OF 2' FROM THE EDGE OF THE SIDEWALK.

PARKWAY LANDSCAPING: TREE, LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.

CURB AND GUTTER: VERTICAL, ROLLOVER, OR DRIVEOVER.

002 RESIDENTIAL LOCAL STREET
NOT TO SCALE



Roadway Width: 12' to 24' (20' width required for commercial and industrial areas).

Access Easement or Right-of-Way Width: 12' to 24' (20' width required for commercial and industrial areas).
Parking: None. Parking must be provided on private property.

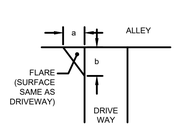
Design Speed: 15 MPH.

Speed Limit: 15 MPH.

Driveway Connections to Alleys: Driveway connections to alleys must be flared in accordance with Detail 1.

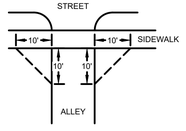
Alley Connections to Streets: Where an alley intersects the right-of-way for a street 10' x 10' corner cuts shall be dedicated as access easement or right-of-way for visibility as shown in Detail 2. These areas may be landscaped no higher than 12'. No fences may encroach into this area.

Continuity: Dead-end alleys are limited in length to 660 feet.



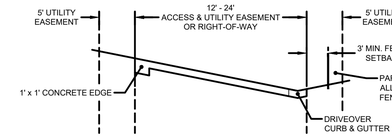
Alley Width (FT.)	Driveway Flare a (FT.)	Driveway Flare b (FT.)
24	0	0
20	0	0
18	2'-0"	6'-0"
16	4'-0"	8'-0"
14	5'-0"	8'-0"
12	6'-0"	8'-0"

DETAIL 1



DETAIL 2

003 ALLEY OPTION A (DRAINAGE TO CENTER)
NOT TO SCALE



Roadway Width: 12' to 24' (20' width required for commercial and industrial areas).

Access Easement or Right-of-Way Width: 12' to 24' (20' width required for commercial and industrial areas).
Parking: None. Parking must be provided on private property.

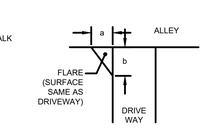
Design Speed: 15 MPH.

Speed Limit: 15 MPH.

Driveway Connections to Alleys: Driveway connections to alleys must be flared in accordance with Detail 1.

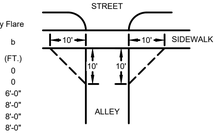
Alley Connections to Streets: Where an alley intersects the right-of-way for a street 10' x 10' corner cuts shall be dedicated as access easement or right-of-way for visibility as shown in Detail 2. These areas may be landscaped no higher than 12'. No fences may encroach into this area.

Continuity: Dead-end alleys are limited in length to 660 feet.



Alley Width (FT.)	Driveway Flare a (FT.)	Driveway Flare b (FT.)
24	0	0
20	0	0
18	2'-0"	6'-0"
16	4'-0"	8'-0"
14	5'-0"	8'-0"
12	6'-0"	8'-0"

DETAIL 1



DETAIL 2

004 ALLEY OPTION B (DRAINAGE TO ONE SIDE)
NOT TO SCALE

DRAWING FILENAME: C:\Users\AUSTIN~1\AppData\Local\Temp\AcPublish_42864\SAGE_SDP_Zoning Map.dwg LAYOUT NAME: Standard DATE: Jun 29, 2023 - 1:10pm CAD OPERATOR: austinbrite
LIST OF XREFS: [No] 
[No] 
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[No] 

Revisions:
No. | Date:
REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a professional engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
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970.221.4158
northernengineering.com

DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: 932-008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster

SAGE FARMS
STANDARDS

Sheet 3
3 of 4

ZONING MAP FOR
SAGE FARMS P.U.D.
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

J. DEFINITIONS

Accessory Building. A subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, which is located on the same lot (or on a contiguous lot in the same ownership) with the main building or use.

Accessory Dwelling Unit. An additional dwelling unit integrated within a single-family dwelling, or located in a detached accessory building, such as carriage houses or agricultural-type out buildings, located on the same lot as single-family dwellings. An Accessory Dwelling Unit is not counted as a dwelling unit in calculating the allowed density per acre in a zone district.

Accessory Use. A subordinate use, clearly incidental and related to the main structure, building or use of land and located on the same lot (or on a contiguous lot in the same ownership) as that of the main structure, building or use.

Alley. A paved constructed vehicular access way serving one (1) or more properties and abutting a public or private road. An Alley may be a public or private access way. An Alley may satisfy, but does not need to satisfy, emergency access requirements.

Agriculture. The use of land for accessory uses for treating or storing farm products and equipment.

Bed and Breakfast. An establishment operated in a private residence or portion thereof, which provides temporary accommodations to overnight guests for a fee, and which is occupied by the operator of such establishment.

Boarding and Rooming House. A building or portion of which is used to accommodate, for compensation, four (4) or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building.

Building means any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which is governed by the following characteristics:

a) Is permanently affixed to the land.
b) Has one (1) or more floors and a roof.

Child Care Center. A facility, by whatever name known, which is maintained for the whole or part of a day for the care of seven (7) or more children under the age of sixteen (16) years who are not related to the owner, operator or manager, whether such facility is operated with or without compensation for such care and with or without stated educational purposes, except that a childcare center shall not include any family child care home as defined by the State. The term includes, but is not limited to, facilities commonly known as day care centers, day nurseries, nursery schools, preschools, play groups, day camps, summer camps, centers for developmentally disabled children and those facilities which give twenty-four-hour-per-day care for dependent and neglected children. Child care centers are also those facilities for children under the age of six (6) years with stated educational purposes which are operated in conjunction with a public, private, or parochial college or a private or parochial school, except that the term shall not apply to a kindergarten maintained in connection with a public, private, or parochial elementary school system of at least six (6) grades.

Civic Space. Public or quasi-public uses in residential or business areas that are accessible to the public and primarily serve as gathering or meeting areas for the immediate community, or reserved as open space that provides a community amenity or promotes environmental or ecological functions. Civic spaces may be public buildings; defined space in residential, commercial, or mixed-use buildings; or outdoor space constructed to accommodate community gatherings. They can be the settings where celebrations are held, where social and economic exchanges take place, where friends run into each other, and where cultures mix. Civic spaces include active or passive recreational uses, nature and recreation trails, nature preserves (such as wildlife sanctuaries, conservation areas, and game preserves), cultural amenities (e.g. fountains, ice rinks, reflecting pools), open spaces, parks, squares, plazas, playgrounds, or memorial parks. This includes any of the following as defined below:

a) Active recreation: Recreational uses requiring constructed facilities for organized activities, such as playing fields, ball courts, and playgrounds.

b) Dog park: A park that provides a variety of recreational amenities for dogs and persons that may include benches, parking, restrooms, and water fountains. If dogs are to be unleashed, the area must be fenced.

c) Community space: Buildings or facilities that provide gathering places, such as community centers, property owner association meeting spaces, or clubhouses.

d) Open space: Areas of trees, shrubs, lawns, grass, pathways and other natural and man-made amenities not within individual building lots, set aside for the use and enjoyment of residents, visitors and other persons, unoccupied by buildings or facilities unless related to recreational activities. Generally, open space is intended to provide light and air and is designed for either scenic or recreational purposes. For the purpose of this Code, open space includes active recreation space, common open space, and dedicated open space.

e) Park or plaza: An open space which may be improved and landscaped; usually surrounded by streets and buildings.

f) Urban deck: A platform for landscaped greens or engineered to accommodate buildings, which spans over major roadways. The intent of an urban deck is to create and enable pedestrian movement across an otherwise, typically impenetrable barrier, and to provide space for activity that can link both sides of the roadway.

g) Wetlands mitigation bank: A natural resource management technique authorized by Part 404 of the Federal Clean Water Act, or other state or federal law, as applicable, using wetland preservation, restoration, creation and/or enhancement to offset or replace wetland functions that are lost due to development. Wetland mitigation banks are typically large areas of wetlands operated by private or public entities, which may sell credits to other entities to compensate for wetland loss or impact at development sites or enter into other similar arrangements.

Code means the Municipal Code of the Town, including this Land Use Code.

Community Facility. A place, structure, area, or other facility used to provide fraternal, cultural, social, educational, or recreational programs or activities. This includes swimming pools, tennis courts, and similar facilities of a homeowners association, open to the public or a designated part of the public, and which may be publicly or privately owned.

Dwelling means a building used exclusively for residential occupancy, including single-family dwellings, two-family dwellings and multi-family dwellings.

Dwelling unit means one (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling or mixed-use building.

Dwelling, two-family or duplex means a building occupied by two (2) families living independently of each other.

Golf Course. A tract of land laid out with a course having nine (9) or more holes for playing golf, including any accessory clubhouse, driving range, offices, restaurant, concession stand, picnic tables, pro shop, maintenance facilities, or similar accessory uses or structures.

Grocery Store. A retail establishment primarily selling food, as well as other convenience and household goods, without a limitation on the number of square feet of the Building structure.

Group Home state-licensed facilities for developmentally disabled, handicapped, seniors or children as defined by and meeting the requirements of Section 31-23-303(2), C.R.S., or similar state statute.

Home Occupation. An occupation or business activity which results in a product or service and is conducted in whole or in part in a dwelling unit and is subordinate to the residential use of the dwelling unit. Home Occupation shall not include home offices for telecommuting and similar uses with no customer, client, or coworker visits.

Industrial and Manufacturing, Heavy. Manufacturing of paper, chemicals, plastics, rubber, cosmetics, drugs, nonmetallic mineral products (such as concrete and concrete products, glass), primary metals, acetylene, cement, lime, gypsum or plaster-of-Paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins, electrical equipment, appliances, batteries, and machinery. This group also includes asphalt mixing plants, concrete mixing plants, smelting, animal slaughtering, oil refining, and magazine contained explosives facilities.

Industrial and Manufacturing, Light. Manufacturing of products, from extracted, raw, recycled or secondary materials, including bulk storage and handling of those products and materials, or crushing, treating, washing, and/or processing of materials. This includes similar establishments, and businesses of a similar and no more objectionable character. It also includes incidental finishing and storage. Goods or products manufactured or processed on-site may be sold at retailor wholesale on or off the premises. This does not include any activity listed under Industrial and Manufacturing, Heavy. Examples of general manufacturing include the manufacture or production of the following goods or products: apparel (including clothing, shoes, dressmaking); boats and transportation equipment; brooms; caskets; communication or computation equipment; dairy products; die-cut paperboard and cardboard; drugs, medicines, pharmaceutical; electrical equipment or machinery; farm machinery; fasteners and buttons; feed and grain; food/baking(including coffee roasting, creameries, ice cream, ice, frozen food, confectionery, and beverages);fruit and vegetable processing, canning and storage; gaskets; glass products made of purchased glass; household appliances; industrial controls; leather and allied products; lithographic and printing processes (including printing plants as defined below); mattresses; medical equipment and supplies; medicines; mill work and similar woodwork; mobile homes; musical instruments; novelties; office supplies; optical goods; photographic equipment; prefabricated and modular housing and components; printing and print supplies (including printing plants); 3-D printing, radio and TV receiving sets; sanitary paper products; scientific and precision instruments; service industry machines; signs; textiles (including dyeing, laundry bags, canvas products, dry goods, hosiery, millinery); tobacco products; toys, sporting and athletic goods; and watches and clocks. A "printing plant" means a facility devoted to printing or bookbinding, including related large-scale storage and transshipment.

Land Use Code means Chapter 15 of the Town of Wellington Municipal Code.

Livestock includes horses, cattle, sheep and llamas, but does not include swine, chickens, goats, roosters, fowl, peacocks, guinea hens or other animals not allowed to be maintained within the Town by this Code (except that swine, chickens, goats, roosters, fowl, peacocks or guinea hens maybe permitted with the Board of Trustees' approval in isolated circumstances, including for 4-H-type projects that do not unreasonably impact neighbors).

Long-term care facility means any of the following:

a) Convalescent center means a health institution that is planned, organized, operated and maintained to offer facilities and services to in-patients requiring restorative care and treatment and that is either an integral patient care unit of a general hospital or a facility physically separated from, but maintaining an affiliation with, all services in a general hospital.

b) Nursing care facility means a health institution planned, organized, operated and maintained to provide facilities and health services with related social care to in-patients who require regular medical care and twenty-four-hour-per-day nursing services for illness, injury or disability. Each patient shall be under the care of a physician licensed to practice medicine in the State. The nursing services shall be organized and maintained to provide twenty-four-hour-per-day nursing services under the direction of a registered professional nurse employed full time.

c) Intermediate health care facility means a health-related institution planned, organized, operated and maintained to provide facilities and services which are supportive, restorative or preventive in nature, with related social care, to individuals who because of a physical or mental condition, or both, require care in an institutional environment but who do not have an illness, injury or disability for which regular medical care and twenty-four-hour-per-day nursing services are required.

Lot means a designated parcel, tract or area of land established by plat or subdivision.

Manufactured Home. A single-family dwelling which is partially or entirely manufactured in a factory; which is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; which is installed on an engineered permanent foundation; which has brick, wood or cosmetically equivalent siding extending to the ground level; which has a pitched roof; which has the delivery system including wheels, tires, axles and tongue hitch removed; and which is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended.

Medical Care Facility. An establishment, whether or not licensed or required to be licensed by the State Board of Health or the State Hospital Board, by or in which facilities are maintained, furnished, conducted, operated, or offered to prevent, diagnose, or treat human disease, pain, injury, deformity, or physical condition, whether medical or surgical, of two (2) or more non-related mentally or physically sick or injured persons; or for the care of two (2) or more non- related persons requiring or receiving medical, surgical, or nursing attention or service as acute, chronic, convalescent, aged, or physically disabled. This use includes an intermediate care facility, mental retardation facility, outpatient surgery center, birthing facility, diagnostic imaging facility, radiation therapy facility, dialysis facility, medical/physical rehabilitation and trauma unit, or related institution or facility that offers treatment on an outpatient basis. This use may be operated for profit or nonprofit, privately owned, or operated by a local government unit. This use includes any hospital, defined as any licensed and State of Colorado accredited health care institution with an organized medical and professional staff and with inpatient beds available around-the-clock, whose primary function is to provide inpatient medical, nursing, and other health-related services to patients for both surgical and nonsurgical conditions and that usually provides some outpatient services (such as emergency care).

Medical Office. A facility operated by one (1) or more duly licensed members of the human healthcare professions, including but not limited to physicians, dentists, chiropractors, psychiatrists and osteopaths, where patients are not lodged overnight but are admitted for examination and/or treatment.

Mixed use means the development of a lot, tract or parcel of land, building or structure with two (2) or more different uses, including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed-Use Dwelling. Multi-Family Dwelling units contained within a mixed-use building attached above the building's nonresidential uses (the mixed-use building may contain office or commercial uses below the residential use).

Multi-Family Dwelling. A dwelling contained in a structure also containing other dwellings in which each unit is attached to another at one (1) or more party walls and at either the floor or the ceiling. The number of dwelling units provided in a Multi-Family Dwelling is limited only by the density allowed in the applicable zone district. This includes apartments and manor style apartments. This does not include townhomes or duplexes, which are considered single-family attached dwellings.

Multitenant building or **development** means a building or series of buildings on a parcel or several parcels under common ownership, management, and control and whose occupants are distinct users that each occupy a portion of the multitenant building or development.

Open space means any land or water area with its surface open to the sky, which serves specific uses of providing park and recreation opportunities, conserving natural areas and environmental resources, structuring urban development form and protecting areas of agricultural, archeological or historical significance. Open space shall not be considered synonymous with vacant or unused land but serves important urban functions. Usable open space shall exclude areas used for off-street parking, off-street loading, service driveways and setbacks from oil and gas wells and their appurtenances or other hazards to the public.

Park means an area open to the general public and reserved for recreational, educational or scenic purposes.

Pawn Shop. Any business that loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling that property back to the pledger or depositor, or loans or advances money on personal property by taking chattel mortgage security on it, and takes or receives that personal property and issues a lien upon the personal property.

Religious Land Use. A structure or group of structures intended for regular gatherings of people to attend, participate in or conduct religious services and other related activities and associated accessory uses. Associated accessory uses may include religious instruction classrooms, church offices, counseling programs, private school, youth programs, summer camps, recreational facilities, caretaker's quarters, and sale of religious items.

Sign, subdivision entrance means a type of permanent freestanding sign located at the entrance to a subdivision in a residential district or a distinct phase of a subdivision in a residential district.

Single-Family Attached Dwelling. A dwelling contained in a structure that shares party walls with another dwelling. This includes duplexes and townhomes.

Single-Family Detached Dwelling. A single-family dwelling (a building designed exclusively for occupancy by one (1) family) which is not attached to any other dwelling or building by any means, excluding mobile homes and manufactured housing situated on a permanent foundation.

Site specific development plan means the final plat of a subdivision or final development plan of a PUD (Planned Unit Development) when approved by the Board of Trustees pursuant to the Land Use Code.

Stable. A facility that keeps or boards horses owned for the private use of the owners and/or residents of the property. This also includes horses owned by non-owners or non-residents of the property for private use. Accessory uses are permitted and include but are not limited to offices, storage areas, caretaker's quarters, educating and training in equitation, and caring for, breeding, or training horses associated with the Stable use.

Transit Facilities. Includes transit or bus shelters bus terminals, stations, and associated right-of-way. A "transit shelter" means a roofed structure on or adjacent to the right-of-way of a street, which is designed and used primarily for the protection and convenience of bus passengers. Includes accessory vehicle and bicycle parking.

Town Comprehensive Plan means the plan, which was adopted by the Planning Commission and Board of Trustees in accordance with Section 31-23-206, C.R.S., to guide the future growth, protection and development of the Town, affording adequate facilities for housing, transportation, comfort, convenience, public health, safety and general welfare of its population.

Town means the Town of Wellington, a municipal corporation of the State, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

Vested property rights means the right to undertake and complete the development and use of the property under the terms and conditions of a site-specific development plan.

Veterinary Facilities, Large animals. Any facility which is maintained by or for the use of a licensed veterinarian in the diagnosis, treatment, or prevention of animal diseases.

DRAWING PATHNAME - G:\Users\ASCADMIN\OneDrive\Documents\Northern Engineering\Projects\SAGE FARMS - 0268 Zoning Map.dwg - LAYOUT NAME: Standards (2) - DATE: Jun 26, 2023 - 1:47pm - CAD OPERATOR: cassandra
LIST OF XREFS - [No-Xrefs] [No-Images] [No-Underlays] [No-PDFs] [No-DGNs] [No-DWFs] [No-DWGs] [No-Rasters] [No-Others] [No-Nested] [No-Missing] [No-Unloaded] [No-Orphaned] [Bind Externals] [No-Overlays] [No-Dependents]

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No. | Revisions: | Date:
REVIEW SET
NOT FOR CONSTRUCTION
06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer in the employ of Northern Engineering Services, Inc.

PROJECT: SFE-008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster
DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE

SAGE FARMS

STANDARDS

Sheet 4
4 of 4

Annexation Impact Report

for

Sage Farms Annexation

and

Village at Sage Farms Annexation

(Serial Annexation)

Report Prepared: July 28, 2023
Public Hearing Scheduled: August 22, 2023

In accordance with Section 31-12-108.5 of the Colorado Revised Statutes, The Town of Wellington is submitting the following annexation impact report to fulfill all such required action for the above-named annexation. This impact report analyzes the above annexation and identifies what impact it will have upon the Town of Wellington and the municipal services that will be provided. This impact report has been completed at least twenty-five (25) days before the date of the Public Hearing established pursuant to Section 31-12-108 of the Colorado Revised Statutes.

Annexation and the Town of Wellington

State statutes require that municipalities proposing to annex property must extend municipal government services and facilities to those areas eligible for and intended for annexation. The Town of Wellington recognizes this responsibility and can successfully provide municipal services to property currently under consideration for annexation into the Town. The Town of Wellington has adopted the Wellington Comprehensive Plan 2021 and the Wellington Municipal Code, both of which describe and require development within the Town to meet standards that will provide municipal services to any new areas annexed those same services currently available within the existing town. Furthermore, the Town's Comprehensive Plan and Municipal Code will encourage natural and well-ordered development, will increase the ability for the Town to provide services to citizens within the Wellington urban area, and will achieve a fair and equitable distribution of the costs of municipal services.

In accordance with the requirements of the Municipal Annexation Act of 1965, as amended, and specifically C.R.S. Section 31-12-108.5, the following constitutes the annexation impact report (the "Report") for the Sage Farms Annexation and Village at Sage Farms Annexation (the "Subject Property").

Sage Farms Annexation and Village at Sage Farms Annexation

The Subject Property included in this annexation is to be known as the Sage Farm Annexation and the Village at Sage Farms Annexation to the Town of Wellington. In accordance with C.R.S. Section 31-12-104(1)(a), the Subject Property is proposed to be annexed as one or more parcels in a series, which annexations will be completed simultaneously and considered together for the purpose of the public hearing and this annexation impact report.

The parcels to be annexed are contiguous to the Town of Wellington and the total area of the two annexations is approximately 300.5 acres, more or less, and includes the CR 58 right-of-way and the BNSF railroad right-of-way. The parcels included in this annexation are currently used for agricultural uses and will be annexed into the Town under the zoning of PUD – Planned Unit Development Overlay District. The intended use of the Subject Property is development for single-family residential, multi-family residential, and business/retail uses.

The legal description attached as Exhibit "A" is for the property included in the Sage Farms Annexation. The Sage Farms Annexation is the first in the serial annexation of two properties.

The legal description attached as Exhibit "B" is for the property included in the Village at Sage Farms Annexation. The Village at Sage Farms Annexation is the second in the serial annexation of two properties.

The Sage Farms Annexation property and the Village at Sage Farms Annexation property are immediately adjoining parcels of real estate.

a) Annexation Maps

Annexation maps identifying the Subject Property and the adjacent territory and the present boundaries of the Town in the vicinity of the Subject Property are enclosed herewith (together, the "Annexation Maps"), and is made part of this Report.

i. The Annexation Maps show the boundaries (present and proposed) of the Town of Wellington in the vicinity of the proposed annexation. The present and proposed boundaries of the Town are identified in red on the vicinity maps for Sage Farms Annexation (Map 1A) and the Village at Sage Farms Annexation (Map 1B) of this impact report.

ii. The Annexation Maps show the present streets in the vicinity of the proposed annexation. All of the present streets in the vicinity of the Subject Property are shown in the Annexation Maps. The annexation area is bounded by G.W. Bush Ave. on the north, CO Highway 1 on the west, and CR 58 on the south. G.W. Bush Ave. is already annexed into the Town of Wellington. All existing roadways are paved, though they are paved to different design standards (Town, County, CDOT standards, as applicable).

Approximate locations of contemplated future streets internal to the annexation area are identified on the Conceptual Master Plan. All future streets internal to the annexation area will be designed and constructed as part of development phases subject to approvals. Improvements to existing streets and highways will also be designed and constructed as part of development phases subject to approvals.

Town water mains and sewer mains are available within the vicinity of the Subject Property, and have adequate capacity to serve the property. The Town of Wellington will provide municipal water services upon annexation. A Town Existing Utilities Map showing the locations of existing Town utilities and a Preliminary Utility Plan Map showing approximate anticipated alignment of proposed utilities to serve the annexation area is provided with this Report in accordance with C.R.S. Section 31-12-108.5(1)(a)(II). Final design and alignment of Town utilities will be completed in development phases subject to future approvals.

iii. The Subject Property is situated along CO Highway 1 on the west and BNSF railroad line to the east. Properties north and east of the Subject Property are built out single-family residential subdivisions. East and south of the Subject Property are agricultural uses. West of the Subject Property is a large-lot (4-10 acres lot) subdivision developed in unincorporated Larimer County (Cottonwood Shores). The Subject Property is currently being used for farming and agricultural uses and it has a portion of the North Poudre Irrigation Company ditch cutting through the north, east and west portions of the site. The site slopes from north to south with the lowest point on the property in the southeast corner near CR 58. There are several existing farmhouses and numerous outbuildings on the site as well as several large trees near the existing farmhouses.

The current zoning of the Subject Property is Larimer County O – Open Zone District and the current use of the land is agricultural. Upon annexation, the Subject Property is proposed to be zoned PUD – Planned Unit Development District and developed in phases. The contemplated land uses are illustrated on the Conceptual Master Plan and include approximately 58 acres of commercial, retail, office, and medical uses. In addition to the commercial uses, single family and multi-family residential uses are proposed. Approximately 850 small and medium lots and approximately 64 large lot single-family units are contemplated on approximately 160 acres (a net density of approximately 5.3 units/acre). Approximately 432 attached or detached multi-family townhomes, condominiums or apartments are contemplated on approximately 36 acres (a net density of approximately 12 units/acre). Also proposed is approximately 33.6 acres to be open space or park land to serve the development and the community.

b) Pre-annexation Agreement

The Owner and Town have not entered into a pre-annexation agreement for the annexation.

c) Municipal Services

Following the effective date of annexation of the Subject Property, the Town will provide municipal services performed by or on behalf of the Town. Municipal services provided by the Town are categorized below along with a statement setting forth the plans for extending municipal services to the Subject Property.

Water: The Subject Property is within the Northern Colorado Water Association service area. Northern Colorado Water Association has indicated in the attached letter that it is not practical for Northern Colorado Water Association to serve this development has consented to Town of Wellington providing water service for the area. The Town will extend water service to the Subject Property following annexation and subsequent phases of development approval. The Owner or Developer will be responsible for designing and installing water infrastructure to serve development phases within the annexation area. Preliminary alignment considerations are identified on the Preliminary Utility Plan.

Outdoor irrigation for residential and commercial landscapes, lawns and parks is anticipated to be provided from two (2) non-potable wells historically used to irrigate the lands included within the annexation area. Wells included and currently being evaluated for sufficiency include:

- Kershner Well and Pumping System with Subterranean Water Well Priority No. 265 S.W., Appropriation Date: May 31, 1947; Adjudication Date: September 10, 1953, CA 11217, for 4.01 cubic feet per second (“Kershner Well”). The Kershner Well was registered on February 17, 1958 under Registration Number 19015, with change of ownership registration on January 2, 2013 under Registration Number 19015-R.

- Herman Blehm Well No. 2-Unregistered, for groundwater, Appropriation Date: June 3, 1948; Adjudication Date: April 20, 1972, Case No. W-1344, for 2.36 cubic feet per second ("Blehm Well No. 2"). The Blehm Well No. 2 was subsequently registered by Dick Matsuda and Mary Matsuda in 1980, Permit Number 24984-F. The Blehm Well No. 2 is permitted for irrigation purposes in the Southwest Quarter of Section 9, Township 8 North, Range 68 West of the Sixth Principal Meridian. Blehm Well No. 2 is subject to the Cache La Poudre Augmentation Plan.

If the above wells are determined to be insufficient to meet the outdoor irrigation supply requirements, the Town may agree to allow use of surface water to be provided by the Owner or Developer, or the Town may agree to provide town-treated potable water subject to approvals and meeting applicable raw water contributions and payment of fees.

Sewer: The Town will extend sanitary sewer service to the Subject Property following annexation and subsequent phases of development approval. The Subject Property is within the Town's 208 sewer service boundary approved in accordance with the 208 Areawide Water Quality Management Plan adopted by the North Front Range Water Quality Planning Association. The Owner or Developer will be responsible for designing and installing sewer infrastructure to serve development phases within the annexation area. Preliminary alignment considerations are identified on the Preliminary Utility Plan.

Streets: The Subject Property is bounded by existing paved roadways including G.W. Bush Ave. on the north, CO Highway 1 on the west, and CR 58 on the south. All existing roadways are expected to need improvements as a result of phased development of the annexation area. A Traffic Impact Study (TIS) has been prepared by the Owner of the annexation property and is being communicated to CDOT and Larimer County Planning Department and Larimer County Engineering Department for comment. Required improvements will be determined in accordance with applicable agency design standards. Timing of final design and installation will be determined based upon development phases and applicable approvals.

Law Enforcement: Law enforcement services are currently provided to the Subject Property by Larimer County Sheriff's Office. The Subject Property will continue to receive law enforcement from Larimer County Sheriff's Office following annexation via the Town of Wellington's contract for law enforcement services. Additional law enforcement needs such as additional officers and equipment needed to support development of the Subject Property are anticipated to be contemplated in contract negotiations with Larimer County Sherriff's Office on a periodic basis as part of the Town's budget preparation process or concurrent with approvals of development phases.

General Government: Government administration and other general government functions including but not limited to public works maintenance, parks and recreation, planning, zoning, building department, code enforcement and library services will be extended to the Subject Property upon annexation.

Other Utilities: The Owner or Developer is responsible for coordinating with other utility company providers for the design, installation and costs of providing other utility services not provided by the Town of Wellington.

d) Financing of Municipal Service Expansion

Town Services will be extended and provided to the Subject Property. The Owner or Developer is responsible for the installation and cost of installation of all public utilities for each development phase. Owner or Developer financing will be achieved through the use of private funds and construction loans secured by the Owner or Developer. The Town may agree to participate in sharing a portion of costs for agreed upon oversizing of infrastructure to serve future development in accordance with Town policy. Any cost-sharing agreed to by the Town will be determined in a Development Agreement for each phase of development. The Town, upon request from the Owner or Developer, may agree to the creation of special improvement districts, tax increment financing districts, public districts, improvement fees, or other municipal financing options available for Statutory Towns. The use and sufficiency of such districts or municipal financing will be evaluated at the time of request.

The Town of Wellington provides repair and maintenance of public infrastructure. These services are financed through utility user fees, sales and use taxes, and other revenues such as gas tax or motor vehicle taxes as appropriate. Non-infrastructure municipal services are typically paid from the Town's General Fund.

e) Existing Districts

The Subject Property is currently within or partially within the boundaries of the following districts:

- Fire: Wellington Fire Protection District, and
  Poudre Fire Authority
- Water: Northern Colorado Water Conservancy District, and
  East Larimer County Water District
- County: Larimer County Weed Control District
  Larimer County Pest Control District
- Health: Health District of Northern Larimer County
- Schools: Poudre School District R-1
- Library: Poudre River Public Library District
- Stormwater: Boxelder Basin Regional Stormwater Authority

f) Anticipated School Impacts and Costs to Schools

The projected number of students at full development of the proposed project based upon the Poudre School District R-1 student generation factors (based upon the School Districts' student generation rates and a total estimated impact of 1,346 residential units):

Proposed Single Family Housing Count – 914

Elementary School	0.35 students/DU	320	students
Middle School	0.10 students/DU	92	students
High School	0.09 students/DU	82	students
Total Projected Students at full buildout		494	students

Proposed Multi-Family Housing Count – 432

Elementary School	0.18 students/DU	77	students
Middle School	0.05 students/DU	20	students
High School	0.05 students/DU	20	students
Total Projected Students at full buildout		117	students

In aggregate, this equals 0.54 students per single-family residential unit and 0.27 student per multi-family residence, or a total of 611 students.

In the letter from Mr. Earl Smith, Poudre School District, dated May 18, 2023, the School District requests that this development pay the current payment (fees) in lieu of land dedication to be paid at the time of issuance of building permits for the dwelling units in the Sage Farms PUD development. At the current rate of $1,710 per single-family dwelling unit and $855 per multi-family dwelling unit, this would generate $1,932,300 in fees to be paid to the School District. (See attached letter).

It is also anticipated that the development of the Sage Farms Annexation and Village at Sage Farms Annexation would generate additional tax revenues for the school district and that these revenues would help offset required capital construction costs required to educate students generated from development of the property to be annexed. According to the School Districts' website for funding sources, the District receives about $8,050 per student in accordance with the State funding formula. Based upon the 611 projected students at full buildout of the residential portions of the property proposed to be annexed and the current state funding formula amount, the District would receive approximately $4,918,550 annually.

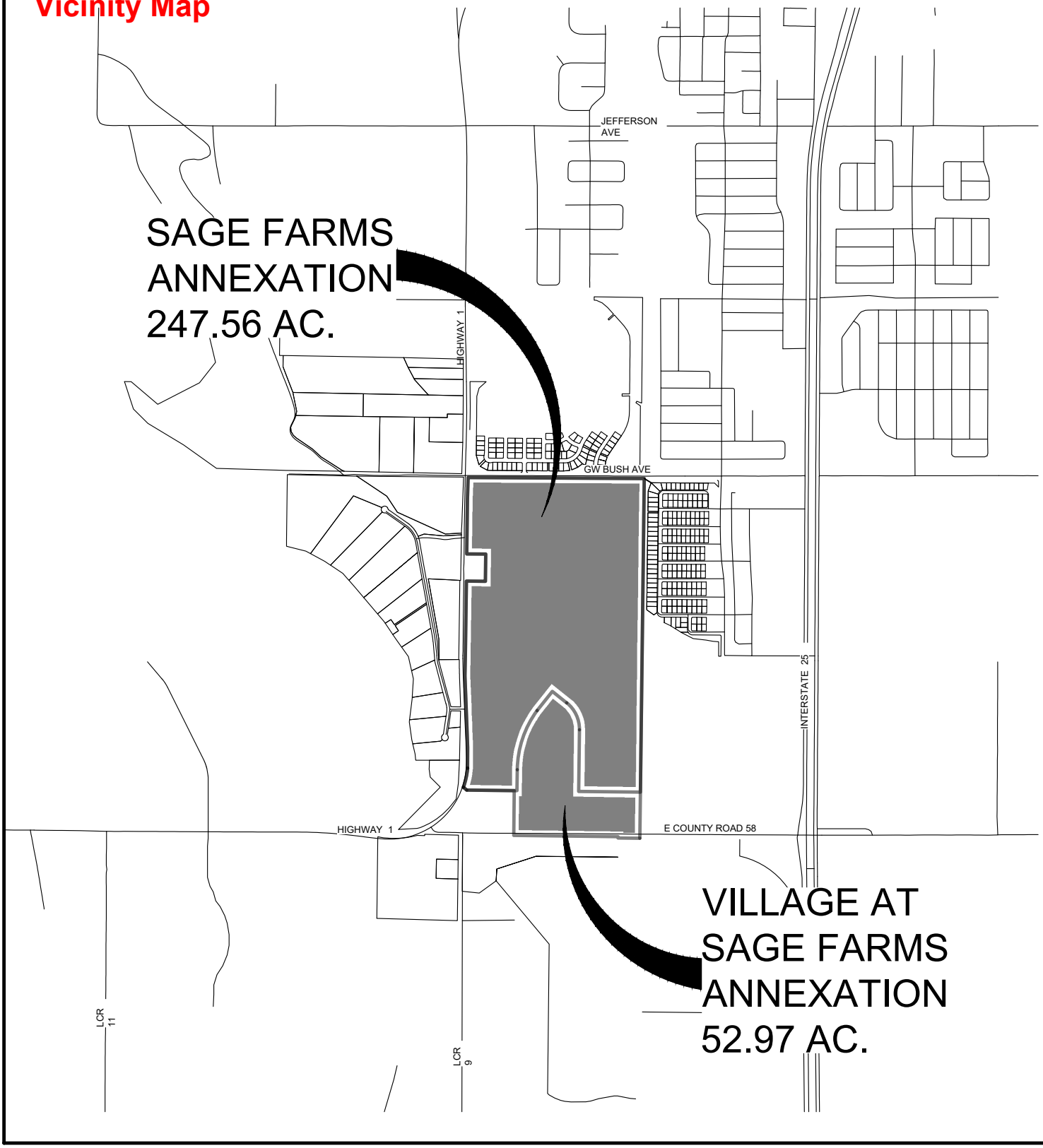
This Annexation Impact Report for the Sage Farms Annexation and Village at Sage Farms Annexation to the Town of Wellington is respectfully submitted by the Town of Wellington Planning & Development Department.

Cody Bird, AICP
Planning Director

Town of Wellington
PO Box 127
Wellington, CO 80549

birdca@wellingtoncolorado.gov
(970) 568-3381

Vicinity Map



2000 0 2000 4000 6000 Feet

(IN FEET)
1 inch =2000ft.

NORTH

SAGE FARMS ANNEXATION

WELLINGTON, CO

VICINITY MAP

06.22.23

NORTHERN ENGINEERING

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 VICINITY MAP.DWG

Exhibit A
Legal Description

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41’ 49” East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing North 25° 20’ 42” West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23’ 13” West a distance of 271.70 feet;

THENCE South 38° 36’ 47” West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41’ 25” West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

Exhibit B
Legal Description

VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;
THENCE South 02° 11' 06" East a distance of 872.21 feet;
THENCE South 02° 10' 54" East a distance of 185.49 feet;
THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;
THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18’ 35” East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;
THENCE North 00° 41’ 25” East a distance of 308.47 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;
THENCE North 38° 36’ 47” East a distance of 303.93 feet;
THENCE South 51° 23’ 13” East a distance of 271.70 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing South 25° 20’ 42” East a distance of 439.03 feet to a point of tangency;
THENCE South 00° 41’ 49” West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE South 89° 18’ 35” East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;

THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;

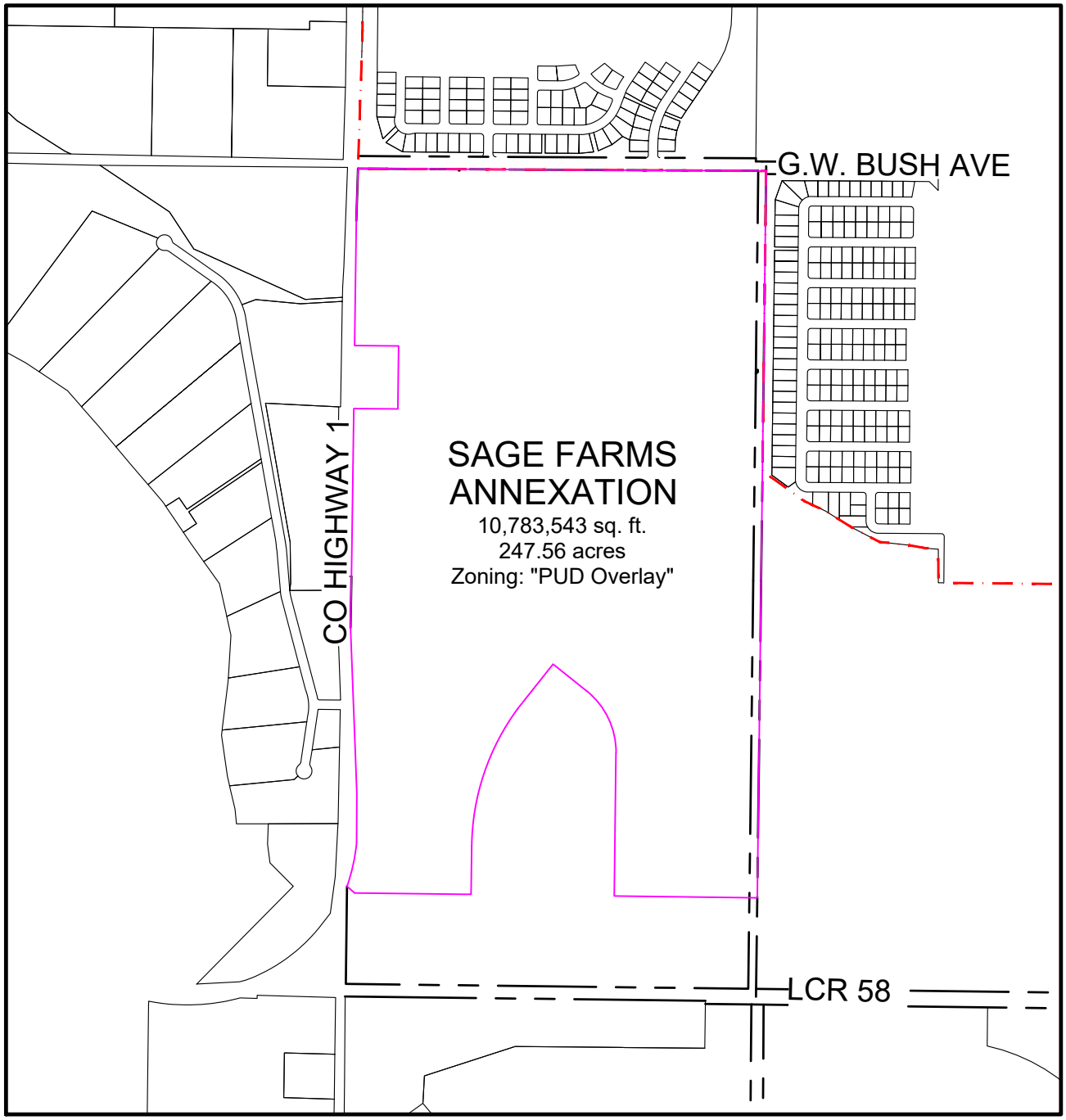
THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;

THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 2 Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

Map 1a



LINE LEGEND

- RIGHT OF WAY
- PROPOSED ANNEXATION BOUNDARY
- EXISTING TOWN BOUNDARY
- PROPERTY LINES

SAGE FARMS ANNEXATION

TOTAL PERIMETER	17,308.94'
CONTIGUOUS BOUNDARY	4,449.88'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	2,769.43'

1000 0 1000 2000 3000 Feet

(IN FEET)
1 inch =1000ft.

NORTH

SAGE FARMS
WELLINGTON, CO

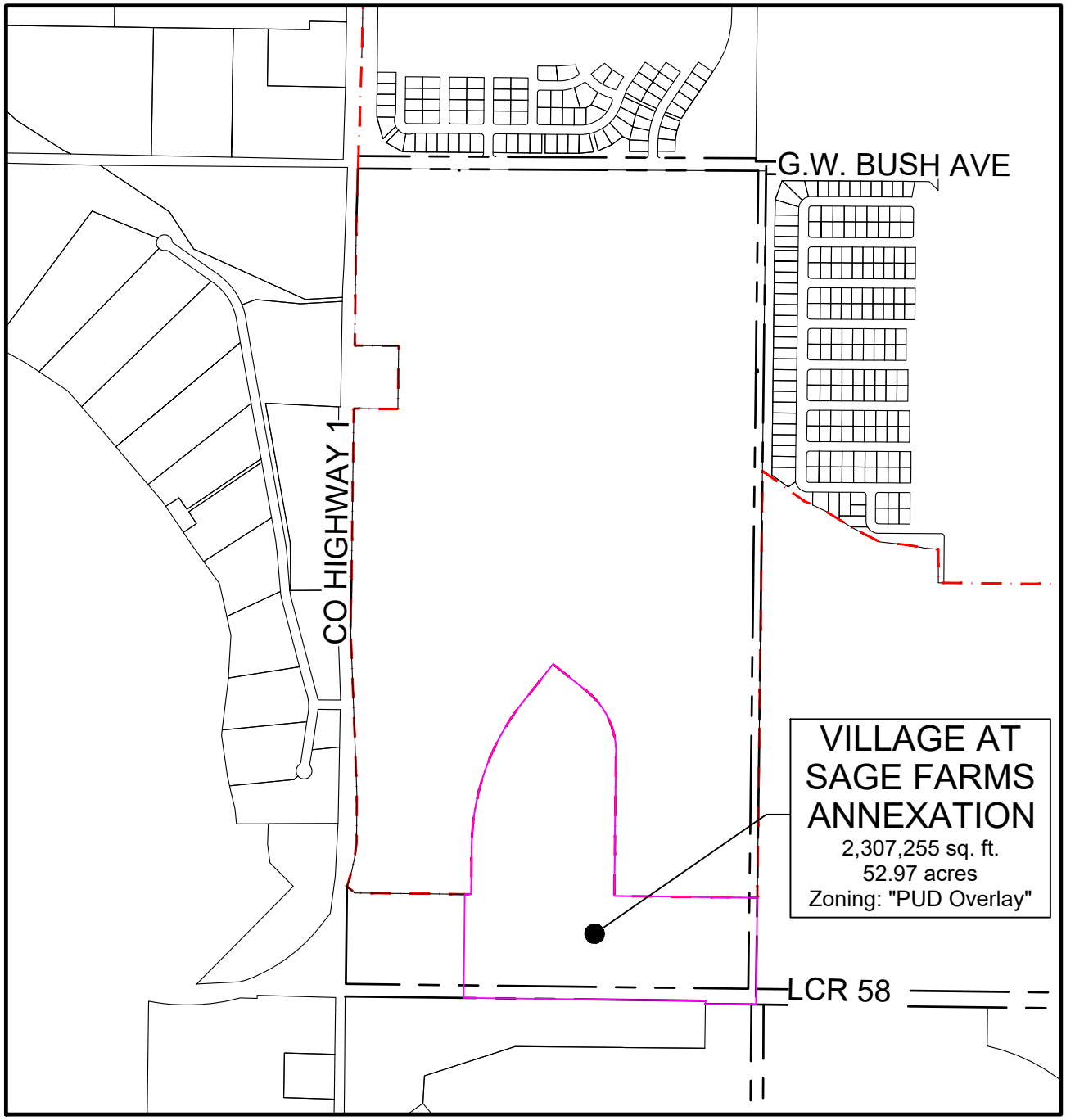
06.12.23

NORTHERN ENGINEERING

MAP 1a
ANNEXATION BOUNDARY INFORMATION

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 MAP 1A.DWG

Map 1b



LINE LEGEND

- RIGHT OF WAY
- PROPOSED ANNEXATION BOUNDARY
- EXISTING TOWN BOUNDARY
- PROPERTY LINES

FORT COLLINS FARM ANNEXATION

TOTAL PERIMETER	7,408.68'
CONTIGUOUS BOUNDARY	4,189.89'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	1,185.39'

1000 0 1000 2000 3000 Feet

(IN FEET)
1 inch =1000ft.

NORTH

VILLAGE AT SAGE FARMS

WELLINGTON, CO

06.12.23

NORTHERN ENGINEERING

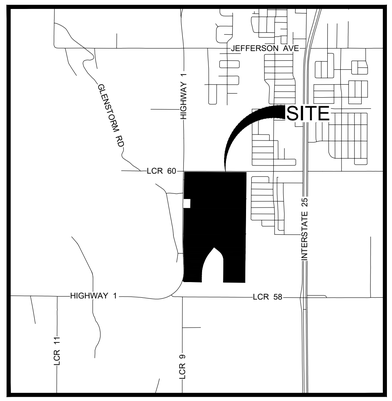
MAP 1b

ANNEXATION BOUNDARY INFORMATION

D:\PROJECTS\992-008\DWG\EXHIBITS\992-008 MAP 1B.DWG

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

_____
OWNER

_____
OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires:_____

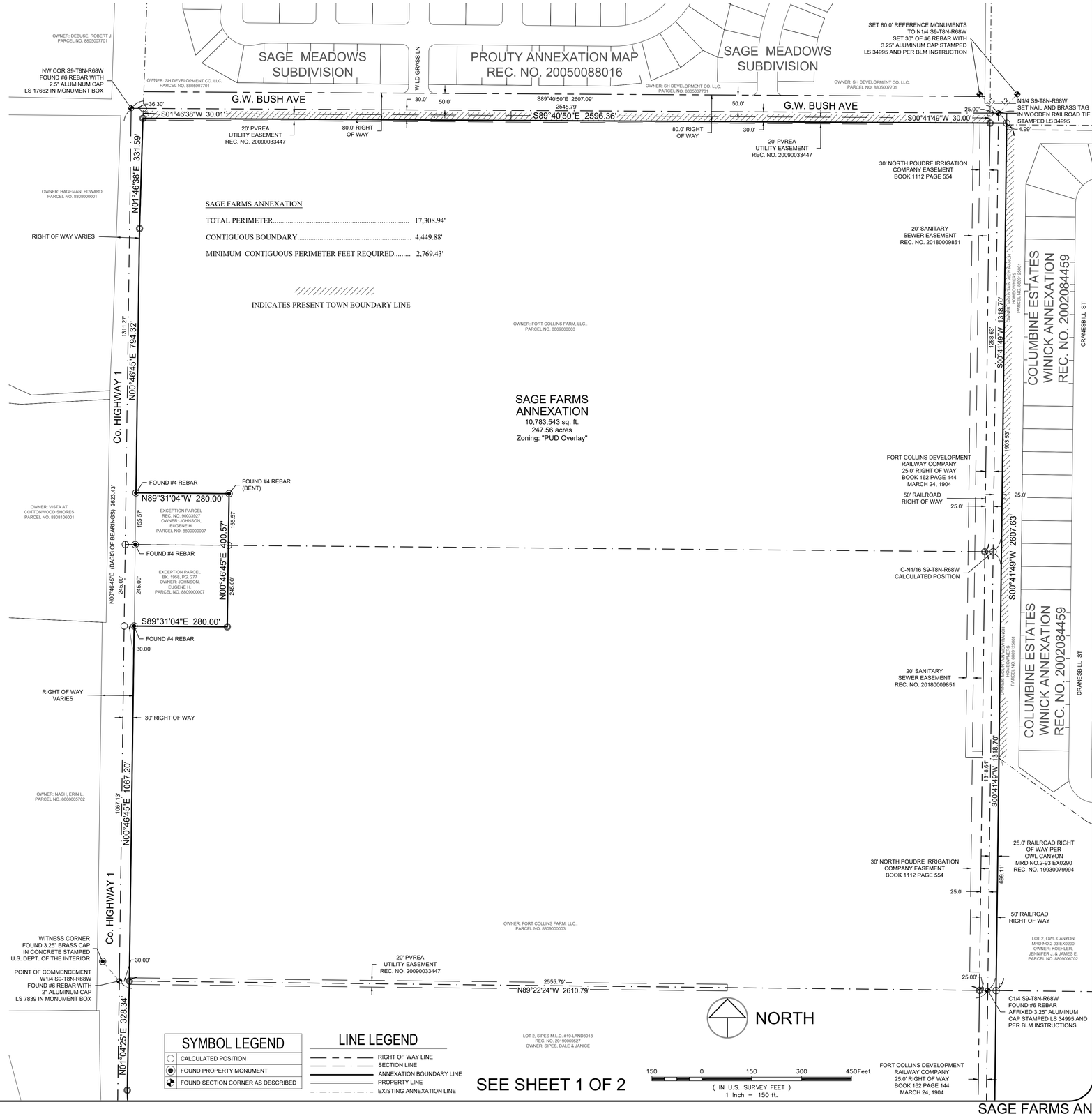
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

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



SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
✣	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

SEE SHEET 1 OF 2

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

PROJECT: 992-008
DATE: 06/26/2023
DESIGNED BY:
DRAWN BY: A. Lund
SCALE: 1" = 150'
REVIEWED BY: B. Tessely

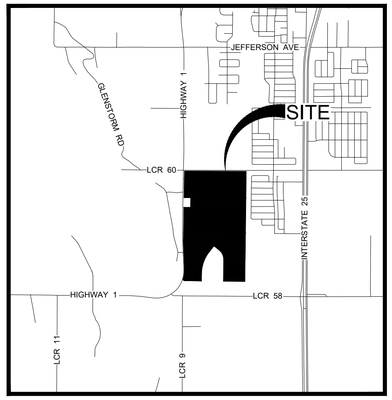
SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 1 Of 2 Sheets

SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

SEE SHEET 2 OF 2



VICINITY MAP

1" = 3000'

SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41' 49" East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing North 25° 20' 42" West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 36' 47" West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;
The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 1 Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20_____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20_____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20_____.

_____
OWNER

_____
OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20_____.

My commission expires:_____

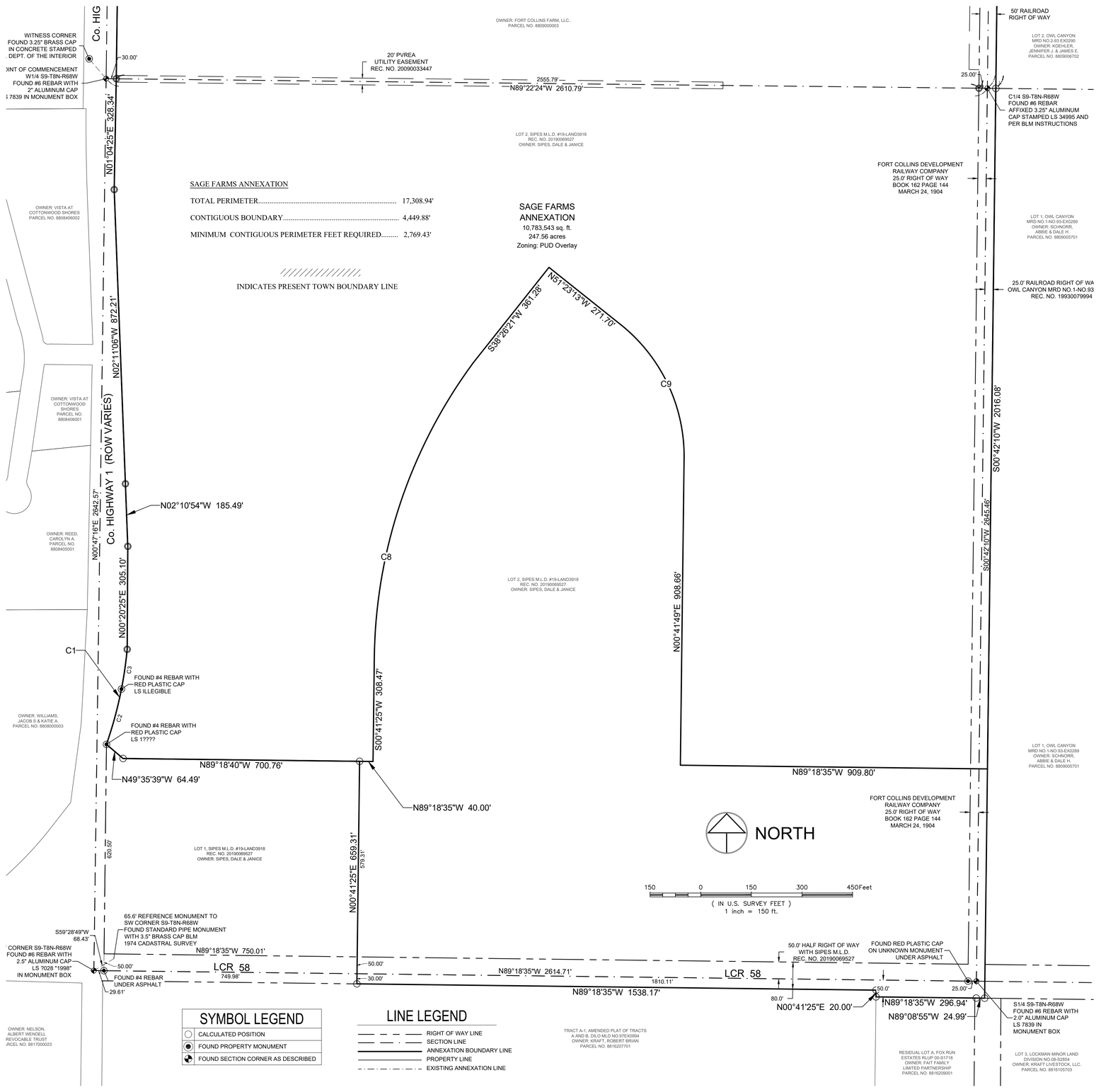
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

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



SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
✠	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

PROJECT: 992-008
DESIGNED BY:
DATE: 06/26/2023
SCALE: 1" = 150'
DRAWN BY: A. Lund
REVIEWED BY: B. Tessely

SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

Sheet 2
Of 2 Sheets

VILLAGE AT SAGE FARMS ANNEXATION

BEING A PORTION OF SECTION 9 AND SECTION 16, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

SEE SHEET 1 OF 1

VICINITY MAP
1" = 3000'

VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;

THENCE South 02° 11' 06" East a distance of 872.21 feet;

THENCE South 02° 10' 54" East a distance of 185.49 feet;

THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19-LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;

THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18' 35" East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;

THENCE North 00° 41' 25" East a distance of 308.47 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;

THENCE North 38° 36' 47" East a distance of 303.93 feet;

THENCE South 51° 23' 13" East a distance of 271.70 feet to a point of curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a point of tangency;

THENCE South 00° 41' 49" West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18' 35" East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 1993007994 of the Records of Larimer County;

THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;

THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;

THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;

THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;

THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Parcel 2 Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

PLANNING AND ZONING APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Wellington, Colorado at the regular meeting held on the _____ day of _____, 20_____

_____
Signature

TOWN COUNCIL APPROVAL:

This Map to be known as FORT COLLINS FARM ANNEXATION #1 is approved and accepted to the Town of Wellington, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Wellington, Colorado, held on the _____ day of _____, 20_____

_____
Mayor

_____
Attest: Town Clerk

OWNERS APPROVAL AND DEDICATION:

The undersigned, being sole owners of the land described herein, have caused said land to be laid out and Annexed under the name of FORT COLLINS FARM ANNEXATION #1 and do hereby dedicate to the public forever all streets, alleys and utility easements as indicated hereon. In compliance with the Town of Wellington Subdivision Regulations and by contractual agreement, the undersigned shall bear all expenses involved in improvements.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20_____.

_____
_____
OWNER OWNER

STATE OF COLORADO)
) SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by _____ this

_____ day of _____, 20_____.

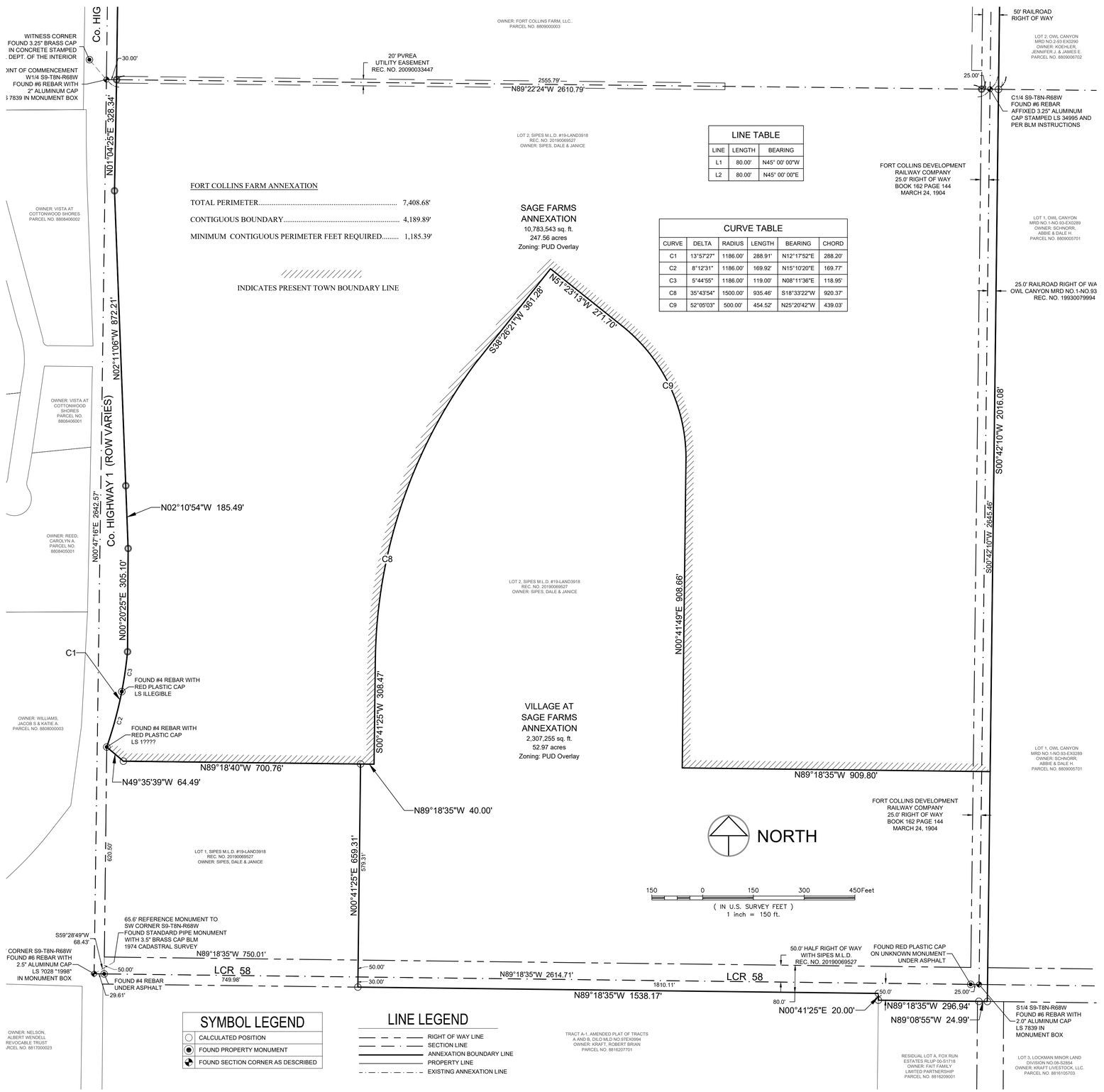
My commission expires:_____
_____
Notary Public

SURVEYOR'S CERTIFICATION:

I hereby state that this Property Description of land proposed to be annexed to the Town of Wellington, County of Larimer, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Wellington, County of Larimer, State of Colorado.

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



FORT COLLINS FARM ANNEXATION

TOTAL PERIMETER	7,408.68'
CONTIGUOUS BOUNDARY	4,189.89'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	1,185.39'

INDICATES PRESENT TOWN BOUNDARY LINE

LINE TABLE

LINE	LENGTH	BEARING
L1	80.00'	N45° 00' 00"W
L2	80.00'	N45° 00' 00"E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	13°57'27"	1186.00'	288.91'	N12°17'52"E	288.20'
C2	8°12'31"	1186.00'	169.92'	N15°10'20"E	169.77'
C3	5°44'55"	1186.00'	119.00'	N08°11'36"E	118.95'
C8	35°43'54"	1500.00'	935.46'	S18°33'22"W	920.37'
C9	52°05'03"	500.00'	454.52'	N25°20'42"W	439.03'

SYMBOL LEGEND

○	CALCULATED POSITION
◉	FOUND PROPERTY MONUMENT
◔	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- ANNEXATION BOUNDARY LINE
- PROPERTY LINE
- EXISTING ANNEXATION LINE

NOTICE:
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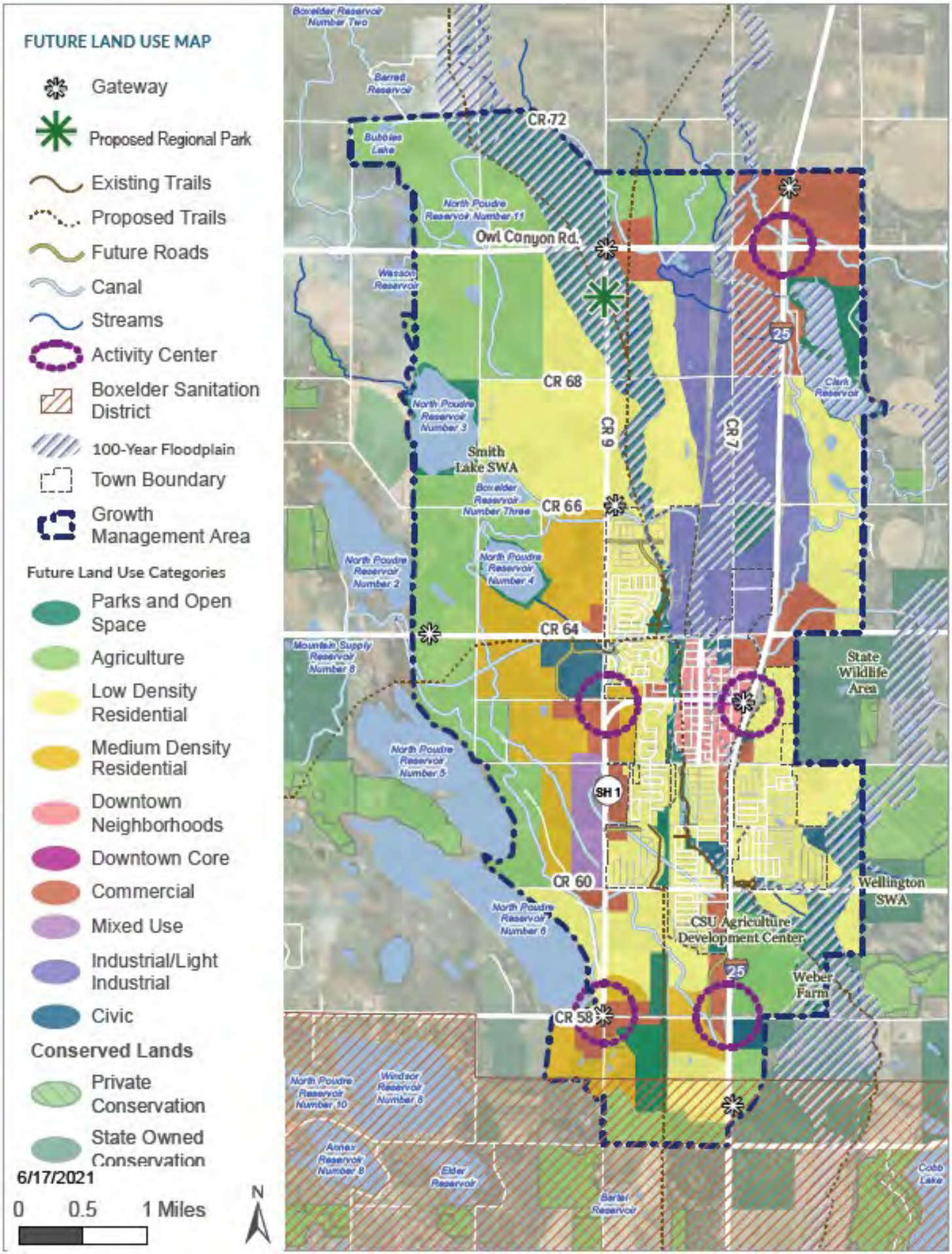
NORTHERN ENGINEERING
FORT COLLINS, 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY, 820 8th Street, 80631 northernengineering.com

SECTION: S9 & S16
TOWNSHIP: 8 N
RANGE: 68 W of the 6th PM

PROJECT: 992-008
DESIGNED BY:
DRAWN BY: A. Lund
DATE: 06/26/2023
SCALE: 1" = 150'
REVIEWED BY: B. Tessely

VILLAGE AT SAGE FARMS ANNEXATION
SECTION 9 & SECTION 16, T.8N., R.68W.
LARIMER COUNTY, COLORADO

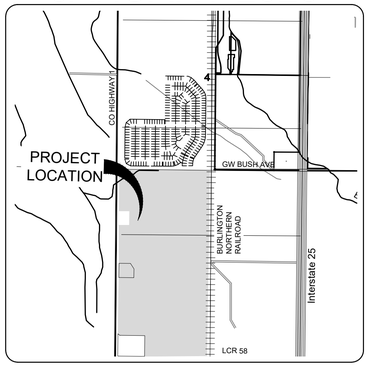
Sheet 1
Of 1 Sheets


FUTURE LAND USE MAP
Gateway
Proposed Regional Park
Existing Trails
Proposed Trails
Future Roads
Canal
Streams
Activity Center
Boxelder Sanitation District
100-Year Floodplain
Town Boundary
Growth Management Area
Future Land Use Categories
Parks and Open Space
Agriculture
Low Density Residential
Medium Density Residential
Downtown Neighborhoods
Downtown Core
Commercial
Mixed Use
Industrial/Light Industrial
Civic
Conserved Lands
Private Conservation
State Owned Conservation
6/17/2021
0 0.5 1 Miles
N
Boxelder Reservoir Number Two
Barrett Reservoir
Bubbles Lake
CR 72
North Poudre Reservoir Number 11
Owl Canyon Rd.
Wasson Reservoir
25
CR 68
Clark Reservoir
North Poudre Reservoir Number 3
CR 9
CR 7
Smith Lake SWA
Boxelder Reservoir Number Three
CR 66
North Poudre Reservoir Number 2
North Poudre Reservoir Number 4
CR 64
Mountain Supply Reservoir Number 8
State Wildlife Area
North Poudre Reservoir Number 5
SH 1
CR 60
Wellington SWA
North Poudre Reservoir Number 6
CSU Agriculture Development Center
25
Weber Farm
CR 58
North Poudre Reservoir Number 10
Windsor Reservoir Number 8
Annex Reservoir Number 8
Elder Reservoir
Barker Reservoir
Cobb Lake

ZONING MAP FOR
SAGE FARMS P.U.D.

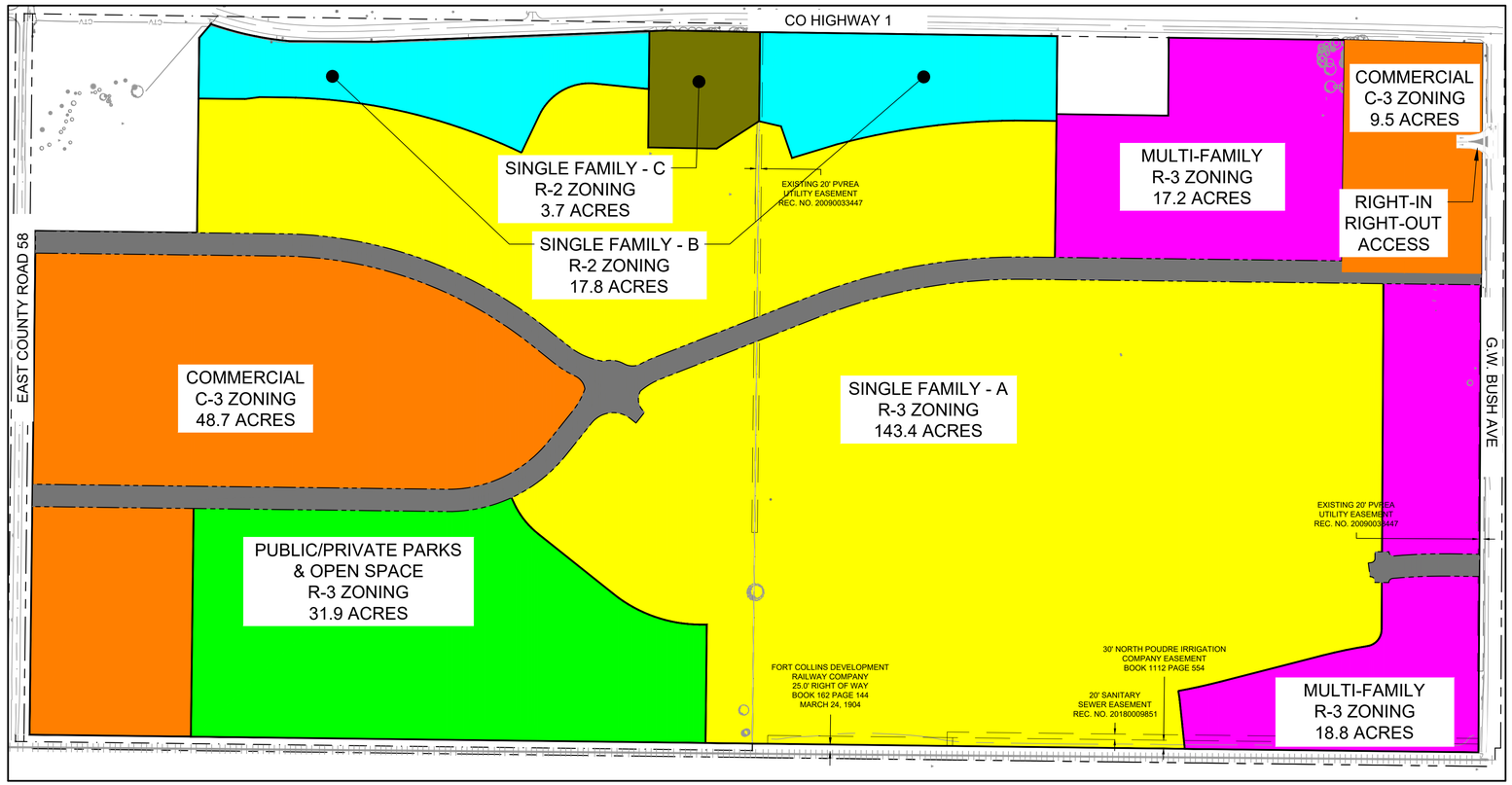
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

JANUARY 2023



NORTH

VICINITY MAP
1"=2000'



250 0 250 500 750 Feet

(IN FEET)
1 inch =250 ft.

PROJECT TEAM:

APPLICANT
FC Farm Holding, LLC and Sipes Farm Holding, LLC
Mr. Daren Roberson
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

SITE ENGINEER
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

LAND PLANNER
Pinecrest Planning and Design, LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, CO 80525
(970) 566-4714

SURVEYOR
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

OWNERS
FC Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103
(971)
and

Sipes Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LEGAL DESCRIPTION

A parcel of land being the Northwest Quarter of Section Nine (9) and a portion of the Southwest Quarter of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado.

EXCEPTING THEREFROM the East 25.00 feet for railroad right of way.

ALSO EXCEPTING THEREFROM those parcels described in Deeds recorded April 20, 1964 in Book 1244 at Page 319, and June 5, 1979 in Book 1958 at Page 277, and August 2, 1990 as Reception No. 90033927, all of the Records of Larimer County.

TOGETHER WITH Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County.

Said described parcel contains a total of 12,783,626 sq. ft or 293.47 acres, more or less.

LEGEND

- MUTLI-FAMILY RESIDENTIAL - R-3
- SINGLE FAMILY RESIDENTIAL (A) - R-3
- SINGLE FAMILY RESIDENTIAL (B) - R-2
- SINGLE FAMILY RESIDENTIAL (C) - R-2
- COMMERCIAL - C-3
- PARKS/OPEN SPACE - R-3

LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%
Additional Areas				
BNSF Right-of-way	6.1			
CR 58 Right-of-way	3.4			
Total	300.5			

Zoning: PUD - Planned Unit Development Overlay District

APPROVAL CERTIFICATES

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 20____, by the Town Planning and Zoning Commission, Wellington, Colorado.

_____
Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by other and not the towns.

_____
Mayor

No. Revisions: Date:
1 REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a professional engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
970.221.4158
northernengineering.com

DATE: 06/16/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: SFZ-1008
DESIGNED BY: S. Ritchie
DRAWN BY: S. Ritchie

SAGE FARMS

ZONING MAP

Sheet 1
1 of 4

DRAWING PATHNAME: C:\Users\JUGGAVA\Desktop\Users\Tom Dugan\Documents\ARMOR\SFZ-1008 Zoning Map.dwg LAYOUT NAME: LAND USE DATE: Jun 06, 2023 - 1:43pm CAD OPERATOR: vasavya
LIST OF XREFS: [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded] [Yes--Xref--Loaded]

Conceptual Master Plan

LAND USE DATA

Land Use Type	Area	Maximum Density	Maximum GLA	Percent of Total Area
	(acres)	(units/acre)	(sq. ft.)	(%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total)
				16.8% (of Residential)
On-Site Total	291.0			100.0%

200 0 200 400 600
(IN FEET)
1 INCH = 200 FEET

LEGEND

- MUTLI-FAMILY RESIDENTIAL
- OPEN SPACE
- SINGLE FAMILY RESIDENTIAL
- COMMERCIAL

NOTE: THIS MASTER PLAN IS A CONCEPTUAL ILLUSTRATION AS TO HOW THE PROPERTY COULD DEVELOP AND IS SUBJECT TO CHANGE AT THE TIME OF PLATTING

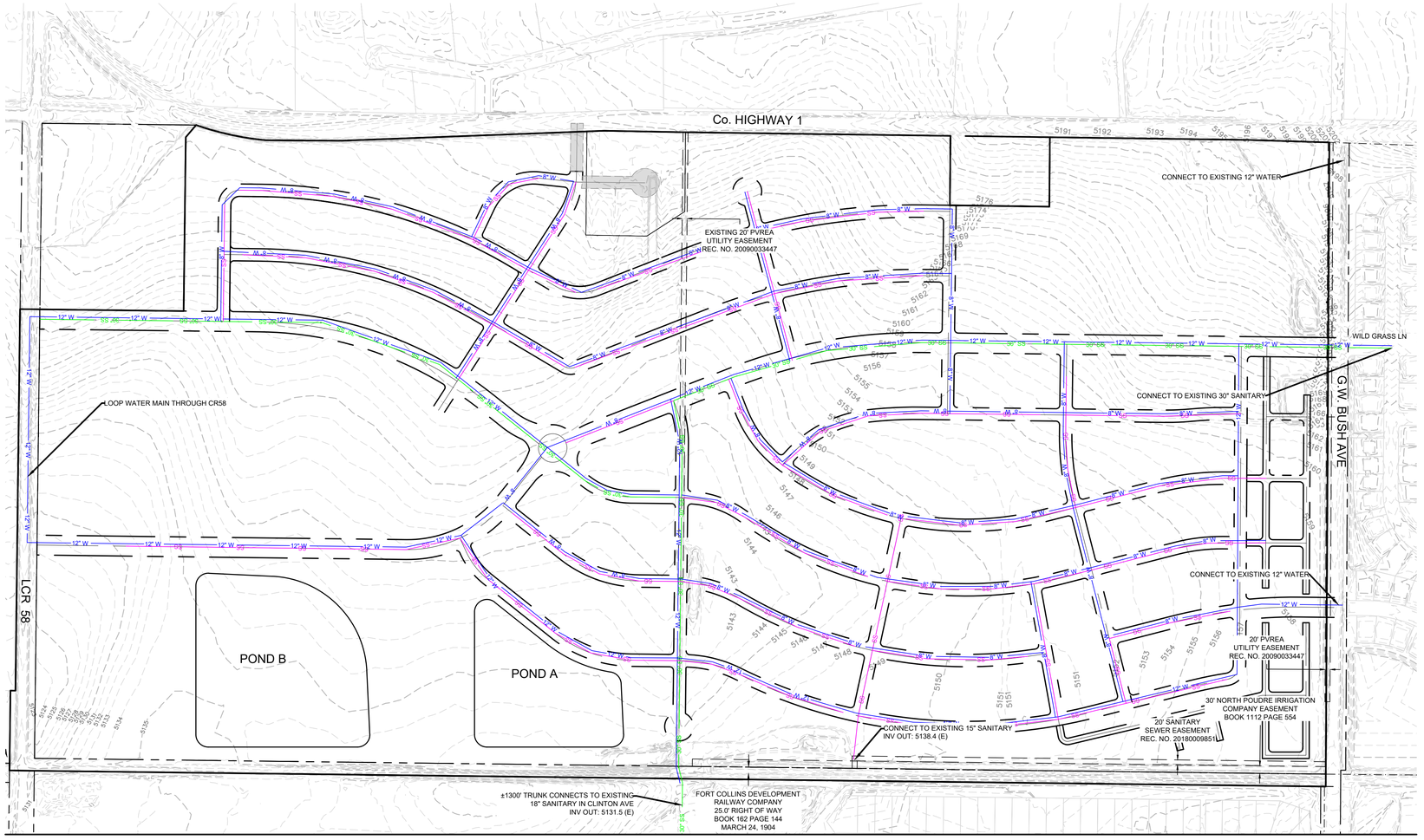
JUNE 26, 2023

NORTHERN ENGINEERING

SAGE FARMS PUD
WELLINGTON, COLORADO
CONCEPTUAL MASTER PLAN

PRELIMINARY UTILITY PLAN FOR
SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND:

- PROPOSED CENTERLINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPERTY BOUNDARY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- EXISTING MAJOR CONTOUR 5015
- EXISTING MINOR CONTOUR 5013
- EXISTING STORM SEWER ST
- PROPOSED 12" WATER MAIN 12" W
- EXISTING WATER MAIN W
- PROPOSED 30" TRUNK SANITARY SEWER 30" SS
- EXISTING SANITARY SEWER w/ MANHOLE SS
- PROPOSED SANITARY SEWER 8" SS

250 0 250 500 750 Feet

(IN U.S. SURVEY FEET)
1 inch = 250 ft.

Revisions:

No.	Date:
	REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are a service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless sealed and signed by a Professional Engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 9th Street, 80631 northernengineering.com

PROJECT: 992-008	DATE: 06/26/2023
DESIGNED BY: A. WURSTER	SCALE: 1" = 250'
DRAWN BY: A. WURSTER	REVIEWED BY: S. RITCHIE

SAGE FARMS

PRELIMINARY UTILITY PLAN

Sheet 1

DRAWING FILENAME: C:\Projects\992-008\Civil\Exhibits\Preliminary Utility Plan\992-008 Preliminary Utility Plan.dwg LAYOUT NAME: SHEET 1 DATE: Jun 27, 2023 - 7:46am CAD OPERATOR: shane
LIST OF XREFS: [NCS-standard-ANNO] [NCS-standard-DIM] [NCS-standard-HATCH] [992-008_ALTA] [992-008_TOPO] [992-008_UTIL] [992-008_DATE]

Wellington Existing Utilities Map

Planning
2445 LaPorte Avenue
Fort Collins, CO 80521
Fax: 970.490.3479

May 18, 2023

Thomas J. Dugan
Manager – PineCrest Planning & Design LLC
4225 Westshore Way
Fort Collins, CO 80525

RE: Sage Farms Annexation & Zoning

Dear Mr. Dugan,

Thank you for the information regarding the Sage Farms Annexation and Zoning into the Town of Wellington. Based upon the information you provided, Poudre School District currently has adequate facilities to accommodate the increase in student population. Additionally, PSD Planning has reviewed the projections and offers the following summary of payment in lieu of land, our preference for this development. Please see the table(s) below for an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.

Proposed Single Family Housing Count =			914
School Level	**Student Yield**	**Acres**	**PILO**
Elementary	0.35	0.010	$950
Middle	0.10	0.004	$380
High	0.09	0.004	$380
Totals	*0.54*	*0.018*	*$1,710*
Totals for Development	**494**	**15.48**	**$1,562,940**

Proposed Multi-Family Housing Count =			432
School Level	**Student Yield**	**Acres**	**PILO**
Elementary	0.18	0.005	$475
Middle	0.05	0.002	$190
High	0.05	0.002	$190
Totals	*0.27*	*0.009*	*$855*
Totals for Development	**117**	**3.89**	**$369,360**

Combined
Student Yield
611
Acres
19.37
PILO
$1,932,300

Please reach out to me if you have any further questions on this development.

Sincerely,

Earl Smith
Director of Facilities and Construction
Poudre School District

cc: Cody Bird (Town of Wellington), File

Northern Colorado Water Association
P.O. BOX 415 WELLINGTON, COLORADO 80549 PHONE 568-3975

December 21, 2022

Mr. Thomas Dugan
PineCrest Planning & Design LLC
4225 Westshore Way
Fort Collins, CO 80525

Subject: Sage Farms Annexation & Zoning, Wellington, CO - Water Service

Dear Mr. Dugan:

The Northern Colorado Water Association (NCWA) has reviewed the information you provided relative to the above referenced Annexation and Zoning request. Based on our review, we have determined that it would not be practical for NCWA to serve this development and hereby consent to the Town of Wellington providing potable water service to this proposed subdivision.

Thank you for referring this information to our office. If you have any questions or need anything else from NCWA regarding this matter, please contact me.

Sincerely,

NORTHERN COLORADO WATER ASSOCIATION

Tom Chaffin
General Manager

cc: Ed Cannon, Town of Wellington

BBC RESEARCH & CONSULTING

Fiscal Impact Analysis for Sage Farms

FINAL REPORT

FINAL Report

February 6, 2023

Fiscal Impact Analysis for Sage Farms

Prepared for
FC Farm Holding, LLC
Sipes Farm Holding, LLC

Prepared by
BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
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bbc@bbcresearch.com

BBC RESEARCH & CONSULTING

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Background and Objective

Sage Farms is a proposed mixed-use development located southwest of the Town of Wellington. The Town of Wellington is a rapidly growing community in Northern Colorado with a population of approximately 11,700 as of 2021.[1] The development would be annexed into the Town prior to development. When annexation and construction are complete, the development will have approximately 64 single-family homes on large lots, 850 single-family homes on small lots, 432 multi-family homes, and a maximum of 585,000 square feet of commercial space. Development of the site would occur over an approximate twenty-year period, which could vary depending on market conditions. In addition, the site would also include approximately 34 acres of public and private open space and parkland.

Like most Colorado municipalities, Wellington relies heavily on sales and use taxes to fund local services. Property taxes also constitute a large share of the Town's annual tax revenues. Other taxes, like severance taxes, motor vehicle taxes, and road taxes also make contributions to the Town's annual general fund revenues. BBC Research & Consulting (BBC) analyzed the fiscal impacts of the proposed annexation and development on the Town of Wellington's General Fund revenues and expenses. BBC's analysis also included estimates of the proposed development's impacts on the Town's water, sewer, and storm water funds as well as the effects on the Town's impact fee revenues and expenses.

Fiscal Impact Findings

As proposed, the Sage Farms annexation and development will generate a net fiscal surplus of recurring and one-time revenues for the Town of $1.8 million and $12.8 million, respectively, over the twenty-year development period.

Like most municipalities in Colorado, Wellington relies on a combination of sales, use, and property tax revenue to fund a majority of its municipal services. While the Town also receives a significant portion of its annual revenue from impact fees, the statutory requirements associated with impact fee funds do not allow them to be spent on providing services. Rather, they must be spent on capital facilities required to serve new development. As a result, sales, use, and property tax generation are the primary factors influencing a development's impact on recurring municipal finances.

Based on BBC's review of the proposed development and the Town's 2022 budget, the project will result in a net fiscal surplus for the Town at buildout. The first six years of the development plan, which focus on building the residential component of the project, will create fiscal deficits of recurring revenue for the Town. This is inline with our evaluation of other residential developments in Colorado, where low assessment rates on residential property and high demand for municipal services lead to residential developments that generate expenses in excess of revenues. However, starting in year six, when the commercial portion of the project

[1] U.S. Census Bureau American Community Survey, Five-year population estimates. Available at: factfinder.census.gov

begins development, the project will generate an annual net fiscal surplus of recurring revenue, which will grow to $332,017 per year at buildout.

The proposed development will generate about $101.0 million in one-time revenues for the Town from impact fees, use taxes, and building fees. The one-time costs associated with necessary capital investments to maintain service levels for the Town's water, wastewater, drainage, parks, roads, libraries, trails, and fire services are anticipated to be about $81.0 million, while the building review costs for the proposed development are expected to be about $7.2 million, for total one-time expenditures of $88.2 million. This results in net fiscal surplus of about $12.8 million in one-time revenues for the Town at buildout.

Methodology

BBC's fiscal impact analysis models the recurring and one-time revenues and expenditures from the construction and occupancy of the proposed development and estimates its fiscal impact on the Town of Wellington's general fund and water, sewer, and drainage funds.

Development Assumptions. The proposed development will consist of 64 single-family homes on large lots, 850 single-family homes on small lots, 432 multi-family homes, and 585,000 square feet of commercial space. The average value of a single-family dwelling unit on a large lot is estimated at $750,000, while average value of a single-family dwelling unit on a medium lot is estimated at $600,000. Multi-family dwelling units have an estimated value of $450,000. Commercial development is valued at $175 per square foot.

The analysis models the fiscal impacts based on the potential development schedule shown in Figure 1. The residential portion of the development is projected to be complete at the end of year seven, while commercial development, which begins in year six, is projected to reach buildout at year 20. Although the pace of construction and sales will ultimately depend on market conditions, the pace will not significantly affect the overall fiscal impact of the project as both revenues and expenditures will rise in line with residential and commercial development.

Figure 1.
Potential Development Schedule for Sage Farms

Residential Units	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year…	Year 20	Total
Single Family (Small Lots)	130	130	130	130	130	130	70				850
Single Family (Large Lots)			16	16	16	16					64
Multi-family	216	216									432
Annual Development (Units)	**346**	**346**	**146**	**146**	**146**	**146**	**70**	**0**		**0**	**1,346**
Commercial Development	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year…**	**Year 20**	**Total**
Commercial (Sq Ft)						39,000	39,000	39,000		39,000	585,000
Cumulative Development (Sq Ft)						**39,000**	**78,000**	**117,000**		**585,000**	**585,000**

Projections of associated Town operating expenditures and revenues generated by the proposed annexation, construction and occupancy of the site are developed in the following ways:

- For sales/use tax, and property tax, formulas were used that reflect the Town's tax generation rates as applied to the specific property values of new construction, expected development schedule, and average spending characteristics of the Town's residents.

- For other revenues and all Town expenditures, current per capita figures were calculated from the Town's current service provision experience and applied to the development projections.

- Town service cost estimates reflect current per household expenditure levels, although the fixed and variable cost components of municipal service delivery were taken into account.

Revenues and expenditures were categorized as being recurring or one-time depending on whether they were paid on a single or annual basis. The general fund and water-related funds managed by the Town are the focus of the analysis.

Recurring Revenues

Property Taxes. The Town imposes a mill-levy of 12.439 on the assessed value of residential real estate within its boundaries. Based on the development assumptions, the total market value of the development would be approximately $854.8 million at buildout, which equates to an assessed value of about $79.5 million.[2] At buildout, property tax revenue is expected to stabilize at about $988,434 per year (Figure 2). BBC assumed there will be a two-year lag between home construction and property tax collection. Over the 20-year analysis period, the annexation and development of the project will generate approximate $13.6 million in property tax revenue.

Figure 2.
Projected Property Taxes Revenues from Proposed Sage Farms Annexation and Development

Market Value	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Small Lots)	$78,000,000	$78,000,000	$78,000,000	$78,000,000	$78,000,000	$78,000,000		$0	$510,000,000
Single Family (Large Lots)	$0	$0	$12,000,000	$12,000,000	$12,000,000	$12,000,000		$0	$48,000,000
Multi-family	$97,200,000	$97,200,000	$0	$0	$0	$0		$0	$194,400,000
Commercial						$6,825,000		$6,825,000	$102,375,000
Cumulative Market Value	**$175,200,000**	**$350,400,000**	**$440,400,000**	**$530,400,000**	**$620,400,000**	**$717,225,000**		**$854,775,000**	**$854,775,000**
Assessed Value	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year…**	**Year 20**	**Total**
Single Family (Small Lots)	$5,276,700	$5,276,700	$5,276,700	$5,276,700	$5,276,700	$5,276,700		$0	$34,501,500
Single Family (Large Lots)	$0	$0	$811,800	$811,800	$811,800	$811,800		$0	$3,247,200
Multi-family	$6,575,580	$6,575,580	$0	$0	$0	$0		$0	$13,151,160
Commercial						$1,904,175		$1,904,175	$28,562,625
Cumulative Assessed Value	**$11,852,280**	**$23,704,560**	**$29,793,060**	**$35,881,560**	**$41,970,060**	**$49,962,735**		**$79,462,485**	**$79,462,485**
Property Tax Revenue	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year…**	**Year 20**	**Cumulative**
Town of Wellington			$370,596	$446,331	$522,066	$621,486		$988,434	**$13,643,124**

[2] Colorado's residential and commercial assessment rates for 2023 will be 6.765% for residential property and 27.9% for commercial property. Source: https://leg.colorado.gov/bills/sb22-238

Sales Taxes and other Taxes and Fees. The Town of Wellington charges a 3.0 percent sales tax on eligible transactions. In total, the proposed development would generate approximately $1.1 million in annual sales tax revenue at buildout (Figure 3). The proposed development would generate sales tax revenue for the Town in two ways. First, the additional population added to the Town as a result of the residential development would generate sales tax revenue by purchasing goods and services from existing businesses. According to a 2019 report written for the Town of Wellington Board of Trustees, the per capita sales tax revenue for the Town was $163 in 2018.[3] This value was updated to a 2022 value of $192 using the Consumer Price Index from the U.S. Bureau of Economic Analysis. Assuming an average household density of approximately 2.9 people per household – which is the median density of households in the Town according to the U.S. Census' American Community Survey – the residential development would increase the Town's population by approximately 3,876 people at buildout. In total, the additional population added to the Town as part of the proposed annexation is expected to generate about $744,500 per year in sales tax revenue at buildout (Figure 3).

Figure 3.
Projected Sales Tax Revenues of Proposed Sage Farms Annexation and Development

Additional Sales Tax Revenue	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Small Lots)	$71,906	$143,812	$215,718	$287,624	$359,530	$431,436		$470,155	$8,092,198
Single Family (Large Lots)	$0	$0	$8,850	$17,700	$26,550	$35,400		$35,400	$584,099
Multi-family	$119,475	$238,949	$238,949	$238,949	$238,949	$238,949		$238,949	$4,659,513
Commercial*	-	-	-	-	-	$21,227		$318,401	$2,547,207
Total Annual Sales Tax Revenu	**$191,381**	**$382,762**	**$463,518**	**$544,274**	**$625,030**	**$727,012**		**$1,062,905**	**$15,883,017**
Other Taxes and Fees	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year…**	**Year 20**	**Total**
Other Tax and Fee Revenue	$143,633	$287,265	$347,873	$408,481	$469,089	$529,697		$558,756	**$10,008,620**

Note: Larimer County contained approximately $1.76 billion of commercial property in 2018, of which $434 million was retail space. BBC assumed that the ratio of retail commercial value to overall commercial value observed in Larimer County (25%) is a fair approximation of the square footage of the proposed development that will be dedicated to retail space. BBC further assumed that about 50 percent of retail sales would represent net new sales tax revenue for the town.

Other taxes and fees were calculated by summing the 2022 budgeted revenues for franchise fees, business licenses, land use fees, court fines, motor vehicle use tax, recreation fees and sales, vehicle registration tax, highway users tax, and motor vehicle specific ownership tax and dividing the total by the 2021 service population.

Source: BBC Research & Consulting.

Second, the proposed commercial development would generate additional sales tax from non-residents. In Northern Colorado, commercial developments are often a mix of retail, office, warehouse, and other types of commercial space. According to the Colorado Department of Local Affairs, retail space accounts for about 25 percent of the total value of commercial space in Larimer County. BBC assumed that the commercial property associated with Sage Farms will follow the County trend and be composed of 25 percent retail space with an average annual retail sales rate of $125 per square foot. Some of the tax revenue generated by the retail commercial space is already accounted for in the sales tax revenues generated by the additional residential population associated with the proposed development. Therefore, BBC assumed that 50 percent of commercial sales would result in new sales tax revenues for the town, while the other 50 percent is already accounted for in the per-capita sales tax revenue estimates. At

[3] Town of Wellington. Helpful Resources for the Board of Trustees. 2019. Available at: https://www.townofwellington.com/DocumentCenter/View/2064/Board-of-Trustees-Helpful-Resources

buildout, the commercial space is anticipated to generate about $318,400 of sales tax revenue for the Town each year.

The Town also collects other sources of tax and fee revenue from residents that are allocated to the general fund, including business licenses, franchise fees, land use fees, and court fines. In addition, the Town collects other tax and free revenue in separate funds, including the streets fund, water fund, sewer fund, drainage fund, and parks fund, part of which is transferred to the general fund. BBC estimated the per-capita value of other taxes and fees by dividing their budgeted amount for 2022 by the 2021 service population. This resulted in an annual figure of $144 per capita, which was used to project this revenue source over the twenty-year development period.[4] In total, other taxes and fees are expected to generate approximately $10.0 million over this period (Figure 3).

Water-related Revenues. BBC estimated the water-related revenues the Town would receive from the proposed annexation and development (Figure 4). BBC divided the charges for service for the water, sewer, and storm drainage funds in the Town's 2022 Budget by the 2021 estimated population.[5] Those estimates suggest the Town collects about $490 per capita for water service, $243 for sewer service, and $22 for storm drainage services each year. The per capita water and sewer service revenues were reduced by 50 percent to account for the fact that Sage Farms has two existing wells that will be used to irrigate residential, commercial, and open space on the development and that outdoor water use generally accounts for approximately 50 percent of total water use. Revenues associated with tap fees, grants, and raw water fees were excluded from the calculations as these revenues are generated by impact fees and were accounted for separately as part of BBC's analysis of one-time revenues.

Total annual revenue was estimated by multiplying the per capita revenues by the additional population added by the project. In total, the proposed annexation and development would generate about $27.4 million in water-related revenues over the twenty-year development period. At buildout, revenues for water, sewer, and storm drainage services would stabilize at approximately $1.5 million per year (Figure 4).

Figure 4.
Projected Water-Related Revenues of Proposed Sage Farms Annexation and Development

Fund	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Water Fund	$244,511	$489,022	$592,197	$695,372	$798,548	$901,723		$951,190	$17,038,039
Sewer Fund	$126,275	$252,550	$305,834	$359,118	$412,402	$465,686		$491,233	$8,799,121
Storm Drainage Fund	$22,102	$44,205	$53,531	$62,858	$72,184	$81,511		$85,982	$1,540,144
Total Annual Revenues	**$392,889**	**$785,777**	**$951,563**	**$1,117,348**	**$1,283,134**	**$1,448,919**		**$1,528,405**	**$27,377,304**

Source: BBC Research & Consulting.

[4] Other taxes and fees were calculated by summing the 2022 budgeted revenues for franchise fees, business licenses, land use fees, court fines, motor vehicle use tax, recreation fees and sales, vehicle registration tax, highway users tax, and motor vehicle specific ownership tax.

[5] Town of Wellington. 2022 Town of Wellington Budget. Available at: https://www.townofwellington.com/DocumentCenter/View/3520/2022-Town-of-Wellington-Budget-Final-

One-time Revenues

Building Fees. The Town of Wellington collects fees from developers for building permits, plan reviews, and administration fees. Building permit fees are calculated based on the value of the structure. For buildings between $100,001 and $500,000 in market value, the building permit fee is $993.75 plus $5.60 for each $1,000 over $100,001. Plan review fees are 30 percent of the building permit fee for single-family homes and 65 percent for multi-family homes and commercial development. Administration fees are 10 percent of the building permit fee.

Based on the above fees and the development assumptions, BBC anticipates average building fees of $6,487 for single-family homes on large lots, $5,311 for single-family homes on small lots, and $4,135 for multi-family units. Building fees to develop the commercial portion of the proposed project are projected to be about $454,350. In total, BBC anticipates the Town will receive about $7.2 million in building fees from the beginning of the project through buildout (Figure 5).

Figure 5.
Projected Building Fee Revenues of Proposed Sage Farms Annexation and Development

Development Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Small Lots)	$690,463	$690,463	$690,463	$690,463	$690,463	$690,463		$0	$4,514,563
Single Family (Large Lots)	$0	$0	$103,796	$103,796	$103,796	$103,796		$0	$415,184
Multi-family	$893,214	$893,214	$0	$0	$0	$0		$0	$1,786,428
Commercial	$0.00	$0.00	$0.00	$0.00	$0.00	$30,290		$30,290	$454,350
Total Annual Revenue	**$1,583,677**	**$1,583,677**	**$794,259**	**$794,259**	**$794,259**	**$824,549**		**$30,290**	**$7,170,525**

Source: BBC Research & Consulting.

Building fee revenues are substantial, but BBC assumed that the fee levels reflect the costs the Town will incur to provide building-related services to the development. As a result, the building fees will not result in a net gain or net loss of revenue by the Town.

Impact and Tap Fees. The Town assesses development impact and tap fees on new construction. Impact fees are assessed for water, wastewater, parkland development, roads, libraries, trails, storm drainage, and fire services. Based on the Town's fees and development assumptions, BBC estimates that the Town will generate approximately $53,050 in fees per single family unit, $39,755 per multifamily unit, and about $26 per square foot of commercial development. Sage Farms has two existing wells that will be used for outdoor irrigation of residential, commercial, and open space. As a result, Sage Farms has an agreement with the Town to reduce the raw water dedication fees by 50 percent. This reduction was reflected in the analysis of impact and tap fee revenues.

Figure 6 shows the schedule of impact fee revenue collected by the Town based on the proposed development schedule in Figure 1. In total, the proposed development is projected to generate approximately $81.0 million on one-time impact and tap fee revenues. However, these revenues are expected to be offset by capital expenses of equal magnitude to expand the Town's capital

facilities, water rights, and other capital assets required to serve the proposed development. As a result, they are revenue-neutral from a fiscal impact perspective.

Figure 6.
Projected Impact and Tap Fee Revenues of Proposed Sage Farms Development

One Time Revenues	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Water Tap Fee	$2,681,500	$2,681,500	$1,131,500	$1,131,500	$1,131,500	$1,282,625		$151,125	$12,698,375
Raw Water Fee	$7,466,652	$7,466,652	$4,362,480	$4,362,480	$4,362,480	$4,947,480		$585,000	$43,249,824
Sewer Tap Fee	$3,356,200	$3,356,200	$1,416,200	$1,416,200	$1,416,200	$1,605,350		$189,150	$15,893,450
Park Fee	$346,000	$346,000	$146,000	$146,000	$146,000	$146,000		$0	$1,346,000
Road Impact Fee	$588,200	$588,200	$248,200	$248,200	$248,200	$281,350		$33,150	$2,785,450
Library Investment Fee	$86,500	$86,500	$36,500	$36,500	$36,500	$36,500		$0	$336,500
Trail Impact Fee	$155,700	$155,700	$65,700	$65,700	$65,700	$65,700		$0	$605,700
Storm Drainage Impact Fee	$290,640	$290,640	$122,640	$122,640	$122,640	$135,510		$12,870	$1,323,690
Fire Impact Fee	$512,080	$512,080	$216,080	$216,080	$216,080	$267,170		$51,090	$2,758,430
Total Annual Revenue	**$15,483,472**	**$15,483,472**	**$7,745,300**	**$7,745,300**	**$7,745,300**	**$8,767,685**		**$1,022,385**	**$80,997,419**

Source: Town of Wellington; BBC Research & Consulting.

Notes: *Water tap fees, sewer tap fees, and road impact fees for commercial development are calculated on a square foot basis assuming that the average commercial unit is 2,000 square feet in size.

Use Taxes. The proposed development would generate revenue for the Town based on the use tax applied to the value of construction materials. BBC used the projected average market value of $750,000 for single-family homes with large lots, $600,000 for single-family homes with small lots and $400,000 for multi-family dwelling units, and the Town's assumption that materials represent 50 percent of market value, to estimate the value of materials that would be taxed. Under these market value assumptions, each new single-family home on large lots will generate use tax revenues of $11,250 per unit and single-family homes on small lots will generate $9,000. Each multi-family dwelling unit will generate use tax revenue of $6,000 per unit. Commercial space will generate approximately $2,600 of use tax per square foot. For commercial construction, BBC assumed market value costs of $175 per square foot, 50 percent of which consists of material purchases. In total, the proposed development of Sage Farms would produce approximately $12.8 million in use taxes for the Town over the twenty-year development period (Figure 7).

Figure 7.
Projected One-time Use Tax Revenues of Proposed Sage Farms Annexation and Development

Use Taxes (One Time)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
Single Family (Medium Lots)	$1,170,000	$1,170,000	$1,170,000	$1,170,000	$1,170,000	$1,170,000		$0	$7,650,000
Single Family (Large Lots)	$0	$0	$180,000	$180,000	$180,000	$180,000		$0	$720,000
Multi-family	$1,458,000	$1,458,000	$0	$0	$0	$0		$0	$2,916,000
Commercial	-	-	-	-	-	$102,375		$102,375	$1,535,625
Total Annual Revenue	**$2,628,000**	**$2,628,000**	**$1,350,000**	**$1,350,000**	**$1,350,000**	**$1,452,375**		**$102,375**	**$12,821,625**

Source: BBC Research & Consulting.

Recurring Expenditures

Residential and commercial developments generate additional expenses for municipalities to extend town services to new residents and businesses. The expenditures required for the Town to provide services to the proposed development were projected on a per-capita basis for residential development and an assessed value basis for commercial development.

BBC began by allocating the Town's 2022 budgeted general fund expenditures to residential and commercial development based on the ratio of the market value of residential and commercial real estate in the Town, plus an adjustment factor.[6] As a result, 95 percent of recurring expenses were allocated to residential development and 5 percent were allocated to commercial development.

The recurring expenses were then adjusted to account for the share of fixed and variable costs. Fixed costs represent overheads that do not change with service populations, such as building operating expenses, while variable expenses represent the hiring of additional staff, increased use of materials, and other expenses that increase with the service population. Based on BBCs work in other municipalities in Colorado, 75 percent of recurring expenses were assumed to be variable.

The residential share of total adjusted expenditures was divided by the Town's 2021 population to estimate the expenses in terms of costs per capita. The commercial share was divided by the assessed value of commercial real estate in the Town to estimate the expenses in terms of cost per dollar of assessed value. These figures were multiplied by the additional population and assessed commercial value of the proposed development to estimate the change in municipal service costs, as shown in Figure 8.

Water treatment, sewer collection, and storm drainage costs were set equal to their respective revenues since each fund is managed as an enterprise fund designed to recover the costs of providing service. Expenses for capital investment, water rights, and other capital costs were not included in the calculation since these costs are accounted for in the one-time expenditure calculations.

[6] State of Colorado Department of Local Affairs, Division of Property Taxation. 2021. Fifty-First Annual Report to the Governor and General Assembly. Available at: https://cdola.colorado.gov/publications/annual-reports

Figure 8.
Projected Recurring Expenses of Proposed Sage Farms Annexation and Development

Recurring Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year…	Year 20	Total
General Government	$204,146	$408,293	$494,435	$580,578	$666,720	$761,282		$920,447	$15,235,595
Public Safety	$95,183	$190,366	$230,530	$270,694	$310,858	$354,947		$429,157	$7,103,583
Public Works	$116,038	$232,075	$281,039	$330,003	$378,967	$432,716		$523,186	$8,659,986
Library	$22,852	$45,703	$55,346	$64,989	$74,631	$85,216		$103,033	$1,705,437
Planning and Zoning	$65,469	$130,939	$158,565	$186,190	$213,816	$244,142		$295,186	$4,886,034
Water Treatment and Delivery	$244,511	$489,022	$592,197	$695,372	$798,548	$901,723		$951,190	$17,038,039
Sewer Collection and Treatment	$126,275	$252,550	$305,834	$359,118	$412,402	$465,686		$491,233	$8,799,121
Storm Drainage	$22,102	$44,205	$53,531	$62,858	$72,184	$81,511		$85,982	$1,540,144
Cemetery	$1,817	$3,634	$4,401	$5,168	$5,934	$6,701		$7,069	$126,618
Economic Development	$303	$606	$733	$861	$989	$1,129		$1,365	$22,602
Total Annual Expenditures	**$898,697**	**$1,797,393**	**$2,176,612**	**$2,555,831**	**$2,935,050**	**$3,335,053**		**$3,807,849**	**$65,117,157**

Source: BBC Research & Consulting.

Note: Projected recurring expenses are based on the Town of Wellington's 2022 Budget. Ninety percent of service costs are allocated to residential development and 10 percent are allocated to commercial development. Seventy-five percent of the costs allocated to residential and commercial development are assumed to increase with the service population and commercial square footage, respectively.

In total, the proposed annexation and development is expected to generate approximately $3.8 million in annual recurring expenses for the Town at buildout, starting from a low of $0.9 million in the first year and growing proportionally with pace and scale of development. Over the twenty-year development period, total recurring expenses are expected to be about $65.1 million.

One-Time Expenditures

Residential development generates additional one-time expenses for building reviews, capital purchases, and infrastructure development required to maintain building standards and service levels. As discussed above, the impact fees and building fees generated by the project are anticipated to be offset by one-time costs as shown in Figure 9.

Figure 9.
Projected One-time Expenditures of Proposed Sage Farms Development

One Time Expenditures	
Capital impacts	$80,997,419
Building reviews	$7,170,525
Total	**$88,167,944**

Source:
BBC Research & Consulting.

Summary of Fiscal Impact

Based on the above information and analysis, BBC estimates that the proposed annexation and development of Sage Farms will produce a cumulative fiscal surplus for the Town of about $12.8 million at the end of the twenty-year development period (Figure 10). The surplus includes a total of approximately $1.8 million in recurring net revenues and $12.8 million of one-time net revenues. Following buildout, the development is expected to generate a net fiscal surplus of approximately $332,017 per year.

Figure 10.
Projected Fiscal Impact Summary of Sage Farms Annexation and Development Through Twenty-Year Development Period

Item	Total
Recurring Revenue	$66,912,064
Recurring Expenditure	$65,117,157
Net Recurring	**$ 1,794,907**
One-Time Revenue	$100,989,569
One-Time Expenditure	$88,167,944
Net One-Time	**$ 12,821,625**

Source:
BBC Research & Consulting.

Board of Trustees Meeting

Date: August 22, 2023
Subject: Consideration of Annexation Agreements and Vested Development Rights for the Sage Farms Annexation and the Village at Sage Farms Annexation

- **Presentation: Cody Bird, Planning Director**

BACKGROUND / DISCUSSION

When considering an annexation, the Town may require an annexation agreement to memorialize conditions or terms of an annexation approval. In the proposed serial annexation (annexation of more than one contiguous parcels considered together as a single annexation proceeding), there are two agreements proposed, one for each annexation parcel. Two different agreements are proposed to reflect the different considerations for cost, timing and coordination of public infrastructure and timing of development phases, especially concerning the commercial areas along County Road 58.

The attached draft annexation agreements are proposed in support of the proposed Sage Farms Annexation and Village at Sage Farms Annexation. The overall development plan for the annexation property is proposed as a phased development, with each development phase requiring subsequent application, review, design and Town approvals, including approval of development agreements for each phase. The purpose of the Annexation Agreements is to identify high-level requirements and considerations of the overall annexation property, and each subsequent approval will further refine the details necessary for that phase to be constructed.

The annexation agreements include a consideration that the Town is in the process of constructing capital improvement projects for the Water Treatment Plant and Wastewater Reclamation Facility. The agreements identify that the Town will not provide water and wastewater services until such time that adequate public facilities are available. Current timelines for completion of the capital improvement projects is anticipated to be fall of 2024. Town staff does not expect any conflicts in being able to proceed with consideration of development phases within the annexation area. The time required to prepare, design, review and approve subdivision plats and development agreements, in addition to the time required to install and inspect public infrastructure, it is unlikely that the building permits would be requested before the Town's capital projects are completed. In the event permits are requested, the Town is not obligated to issue permits if the adequate public facilities are not yet available.

The size, scope and time expected for this overall phased development plan to be completed is expected to be longer than other smaller development projects. In consideration of the time expected for completion of the full project, especially the County Road 58 Commercial Corridor, the Developer is requesting the Town establish vested development rights.

- Vested development rights ensure that a development plan is allowed to proceed as approved for a defined period of time. This is a protection for a developer to know what they will be able to develop and market within a specified timeframe with less risk of losing an approval due to changing conditions.
- Vested development rights also provide protections for the Town by ensuring that the expected pattern of development will be followed as intended. Vesting development rights based upon the proposed

Zoning Map for Sage Farms PUD will protect the intent of the overall development plan and the identified land uses for the variety of housing product types and the desirable commercial areas.

- The vesting period defined in State Statutes and the Town Land Use Code is three (3) years.
- The Developer is requesting a vesting period of 20 years for Sage Farms Annexation property and 25 years for the Village at Sage Farms Annexation (the County Road 58 Commercial Corridor).
- Town staff supports approval of a longer vesting period consistent with the Zoning Map for Sage Farms PUD. The Board has the ability to assign the period for which a development, or development phase, is vested.
- To accomplish the requested vested development rights, the annexation agreements include language defining the approval of the site-specific development plan based on the Zoning Map for Sage Farms PUD and includes the proposed vesting period lengths requested by the Developer.

The agreements contemplate that there will be significant transportation improvements necessary at the intersection of County Road 58 and CO Highway 1. In consideration of the need to further define the scope of work and costs for larger transportation projects, Town staff asked the developer to participate in funding a broader Transportation Master Plan and Transportation Impact Fee Study. The Developer was asked to contribute $100,000 to help match Town funds to support such a study. If the Board agrees with this approach, the agreement contemplates including Town funds in an upcoming Town budget year to support the transportation studies.

The agreements also contemplate that the total Parks and Open Space dedication requirement for the proposed development plan is approximately 34 acres in size. This size of regional park at the very south end of Town may not be best suited for the Town's overall Park and Open Space resource needs. The agreements contemplate that if the Town chooses to identify an alternative off-site property that the Town desires to pursue for Parks and Open Space, up to 15 acres of the identified Park and Open Space area in the annexation may be approved for other types of private development if the Park and Open Space requirement is satisfied on another property.

There is a placeholder in the agreements regarding the Non-potable Irrigation Systems. The properties proposed for annexation each have agricultural irrigation wells on-site that have historically been used for irrigation. The wells are anticipated to be sufficient to meet the outdoor irrigation needs for development of the property, including all public parks and open spaces. Additional testing is needed to verify the sufficiency of the wells. In addition, Town staff and the Owner are continuing to discuss best practices for dedication, operation and maintenance of the wells to meet the irrigation needs of the development and the Town's raw water contribution requirements. Additional recommendations for the Non-potable Irrigation Systems will be presented in the future.

Town staff and the Developer acknowledge that the Non-potable Irrigation Systems discussions, as well as expected questions and direction from the Board, will result in the Board desiring to continue consideration of the annexation agreements to a later date.

STAFF RECOMMENDATION

Below are possible motion options for the Board to consider:

1. Move to approve the annexation agreements for Sage Farms Annexation and the Village at Sage Farms Annexation, including establishing vested development rights as defined in the agreements.
2. Move to approve the annexation agreements for Sage Farms Annexation and the Village at Sage Farms Annexation with amendments.

3. Move to continue consideration of the annexation agreements for Sage Farms Annexation and the Village at Sage Farms Annexation to a regular/special meeting of the Board of Trustees to be held _____(month) _____(day), 2023 at _____(time) at the Wilson Leeper Center, 3800 Wilson Ave., Wellington, Colorado.
4. Move to deny the annexation agreements for Sage Farms Annexation and the Village at Sage Farms Annexation.

ATTACHMENTS

1. Draft Agreement - Sage Farms Annexation
2. Draft Agreement - Village at Sage Farms Annexation

THE APPROVAL BY THE TOWN OF WELLINGTON, COLORADO OF THE ANNEXATION OF THE REAL PROPERTY KNOWN AS THE SAGE FARMS ANNEXATION CREATES A VESTED PROPERTY RIGHT PURSUANT TO COLORADO REVISED STATUTES SECTION 24–68–101, ET. SEQ., AS AMENDED, AND PURSUANT TO THE TOWN LAND USE CODE OF THE TOWN OF WELLINGTON, COLORADO, SECTION 15-7-20, AS AMENDED, WITH THE EFFECTIVE DATE OF THIS VESTED PROPERTY RIGHT BEING THE DATE OF THE ANNEXATION ORDINANCE.

ANNEXATION AGREEMENT

SAGE FARMS ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the "Town", and Sipes Farm Holding, LLC, a Colorado limited liability company, and FC Farm Holding, LLC, a Colorado limited liability company, hereinafter referred to collectively as the "Owner" or "Owners."

WITNESSETH:

WHEREAS, Owners are the owners of the Property more fully described in this Agreement; and

WHEREAS, Owners have filed a petition to annex the Property to the Town; and

WHEREAS, the Town has passed a resolution pursuant to C.R.S. § 31-12-108(1) finding that the proposed annexation complies with C.R.S. § 31-12-104 and 31-12-105; and

WHEREAS, an annexation impact report has been prepared pursuant to §31-12-108.5, C.R.S., and copies have been distributed in accordance with the statutory requirements; and

WHEREAS, Colorado's Courts have recognized that the Municipal Annexation Act of 1965 contemplates annexation agreements as a routine step in the annexation process; and

WHEREAS, the parties recognize that this annexation agreement is the first parcel of real property annexed to the Town as a serial annexation of property all of which is within the boundaries of the Wellington Comprehensive Plan 2021; and

WHEREAS, the parties desire to enter into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the Property in the future; and,

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NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose**. The purpose of this Agreement is to further the planning and economic policies of the Town for the annexation of approximately 247.56 acres zoned for residential, commercial, and parks/open space purposes. This Agreement establishes the Zoning and Vested Property Rights upon annexation of the Property defined herein. The development, the construction, and uses of the Residential Neighborhoods, the Commercial Property, and the Parks/Open Space within the Property are expected to generate new employment opportunities in the Town and other public benefits for the Town. The Town approves the Zoning and finds that the terms of this site-specific development plan set forth in this Agreement are reasonably necessary to protect the public health, safety, and welfare. The "Property" means the Property defined on **Exhibit A** which Owners have filed a petition for annexation with the Town for the Sage Farm Annexation.

2. **Definitions**. When used in the Agreement, the following terms and references shall have the meanings indicated:

   2.1. "Commercial Property" means that portion of the Property consisting of approximately 9.5 acres adjoining G.W. Bush Avenue which is zoned Commercial C-3 Zoning.

   2.2. "Comprehensive Plan" means the Wellington Comprehensive Plan 2021 adopted by the Town of Wellington Planning Commission under Resolution No. PC-01-2021 and ratified by the Board of Trustees by Resolution No. 26-2021.

   2.3. "G.W. Bush Ave. Railroad Improvements" means the railroad improvements at G.W. Bush Ave. and the BNSF crossing which are subject to and governed by the Memorandum of Agreements for Public Improvements (Sage Meadows Subdivision) dated February 15, 2018, recorded with the Larimer County Clerk and Recorder on February 16, 2018, at Reception Number 20180009848.

   2.4. "Non-potable Irrigation System" means the non-potable water delivery systems providing exterior irrigation water for landscaping within the Property. Nonpotable water is provided by two water wells known as the Kershner Well and the Sipes Farm Well. The use of water provided from each water well is limited to the area historically irrigated by each such well and the Non-potable Irrigation System will be designed and constructed in a manner to preserve historical water use of each independent water well.

   2.5. "Large Planned Community" means a planned community that meets the criteria set forth in Section 38-33.3-116.3 of the Colorado Common Interest Ownership Act ("CCIOA"). The Town acknowledges that the Owner intends to qualify the Property, together with the Village at Sage Farms Annexation property, as a Large Planned Community under CCIOA.

   2.6. "Master Association" means an organization that is authorized to exercise some or all of the powers of one or more associations on behalf of one or more common interest

communities or for the unit owners of one or more common interest communities under CCIOA.

2.7. "Planned Unit Development (PUD) Overlay District" means the zoning adopted for the Property pursuant to the Wellington Land Use Code and the Colorado Planned Unit Development Act of 1972, as amended, for the Sage Farm P.U.D. dated _____, 2023 attached hereto and incorporated herein by reference as **Exhibit C**.

2.8. "Parks/Open Space" means all portions of the Property as set forth on the Zoning Map zoned for parks and open space, recreation areas and facilities, whether public or private.

2.9. "Residential Neighborhoods" means all portions of the Property zoned for residential purposes as set forth on the Zoning Map including Single Family Residential (A) – R– 3 zoning, Single Family Residential (B) – R–2 zoning, Single Family Residential (C) – R-2 zoning, and Multifamily Residential – R–3 zoning.

2.10. "Town Standards" means the Standard Design Criteria and Standard Construction Requirements adopted by the Town and in effect at the time construction commences for any approved phase of development.

2.11. "Villages at Sage Farms" means that certain property immediately to the south and west of the Property which the Town and the Owner anticipate will be annexed to the Town under a separate annexation petition and agreement ("Villages at Sage Farms Annexation").

2.12. "Vested Property Rights" means those rights granted pursuant to Colorado Revised Statutes 24–68–101, *et seq*.

2.13. "Wastewater Reclamation Facility" means [define project] with an anticipated completion and operating date of November 30, 2024.

2.14. "Water Treatment Plant" means [define project] with an anticipated completion and operating date of September 30, 2024.

2.15. "Zoning Map" means the map attached hereto and incorporated herein by reference as **Exhibit C** adopted as a Planned Unit Development (PUD) Overlay District the approval of which is a condition to the Annexation of the Property.

3. **Adequate Public Facilities**. At the time of this Agreement, the Town is in the process of constructing capital expansion projects of the Water Treatment Plant and Wastewater Reclamation Facility. The Owner understands and agrees that limited building permits for new construction on the Property are available until completion and operation commences for the Wastewater Reclamation Facility and the Water Treatment Plant.

The Town and the Owner recognize that, except as specifically set forth herein or in a subsequently mutually agreed-upon Development Agreement (defined below), the Town does not provide public improvements to serve the Property. The Owner will be responsible for extending all utilities, streets and other public infrastructure to serve the Property. However, the failure of Owner to obtain Town-provided utilities to serve the Property, for reasons that are solely caused by the Town, by the dates identified in Sections 2.13 and 2.14, including but not limited to water service and sanitary sewer

service, shall be grounds for disconnection pursuant to the Colorado Revised Statutes Section 31-21-101, *et. seq*. as amended (the "Annexation Act").

4. **Zoning**. Annexation of the Property to the Town is expressly conditioned upon the Town's contemporaneous approval in a single Ordinance both approving the annexation and granting the requested Zoning pursuant to the Zoning Map for Sage Farm P.U.D. The Zoning is approved simultaneous with the Annexation of the Property. If the Town does not approve the Zoning for the Property as specified herein, this Agreement shall automatically terminate, the Owner's Annexation Petition shall automatically be deemed withdrawn, the Town shall have no right or ability to complete the annexation of the Property under the current Annexation Petition. Further, Owner shall the unrestricted and uncontested right, as necessary, to complete a disconnection of the Property pursuant to the Annexation Act.

5. **Vested Property Rights**. The Owner and the Town agree that the Town's Zoning of the Property as provided pursuant to this Agreement shall constitute an "approved site-specific development plan" as defined in Colorado Revised Statutes Section 24–68–101, *et. seq*., and as provided in Section 7.02.2 of the Town's Land Use Code. The Owner, its successors and assigns, shall have Vested Property Rights to undertake and complete the development and use of the Property as provided in this Agreement for a period of twenty (20) years from the effective date of the Town's annexation of the Property, subject to extension as agreed to by the parties and approved by the Town.

6. **Existing Legal Uses**. Any uses on the Property that are legally existing at the time of annexation are allowed to continue provided that such uses are not otherwise in conflict with rules and regulations of the Town. Such existing uses will become nonconforming uses and subject to the nonconforming use standards of the Town.

7. **Development Agreement**. The Property, and the Village at Sage Farm Annexation property, shall be developed in multiple phases under the Planned Unit Development (PUD) Overlay District which reflects a unified plan of development. Prior to the commencement of construction of any phase or portion of the Property, a memorandum of agreement for public improvements or similar development agreement ("Development Agreement") shall be in place which shall further address public improvements including installation of streets, sidewalks, signage and traffic control, landscaping, the installation and maintenance of water delivery systems, wastewater collection systems, and stormwater drainage systems, the design and installation of which shall be in accordance with the Planned Unit Development (PUD) Overlay District and applicable adopted Town Infrastructure Master Plans and applicable Town standards. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town Infrastructure Master Plans and applicable Town standards, the Planned Unit Development (PUD) Overlay District shall control. The Development Agreement shall also include provisions for the installation and private maintenance of Landscaping, private stormwater drainage systems, and the Non-Potable Irrigation System. Further, the Development Agreement may include reimbursements to the Owners for the oversizing of certain improvements and construction of certain public improvements as agreed to by the parties in subsequent Development Agreements for development phases. To facilitate construction of public improvements, the Town may consider the creation or authorization of one or more public districts including a variety of quasi-municipal or improvement districts (e.g. including

but not limited to, special districts, general improvement districts, and metropolitan districts (collectively, "Public Districts") formed to advance the capital improvements as may be set forth in Infrastructure Master Plans and related engineering studies. The Town agrees not to condition building permits for the Property on completion of the G.W. Bush Railroad Improvements. The Property, or any portion thereof, may be the subject of site-specific development plans with the mutual consent of the Town and the Owner, but without amending or modifying this Agreement. The Development Agreement for the initial phase of the Property shall comply with the CCIOA requirement to establish the Property, and the Village at Sage Farms Annexation property as a Large Planned Community.

8. **Dedications**. The Owners agree to dedicate or have dedicated property necessary to install public improvements as defined in this Agreement and any subsequent subdivisions or other plat approved by the Town and Owner shall warrant title to the same subject only to those exceptions reasonably accepted by the Town.

9. **Schools, Parks and Open Space**. Neither the Owner nor its successors or assigns shall be required by the Town to dedicate land for public school purposes. The Developer and School District may enter into agreements for the payment of fees-in-lieu of a land dedication within the Property. The Zoning provides for approximately 39.6 acres of the Property zoned Private Parks & Open Space, R-2 Zoning District for use as a private park/open space ("Parks/Open Space"). The Parks/Open Space uses shall satisfy all parks and open space requirements for the Commercial Property and the Residential Neighborhoods. The Owner agrees to convey ownership of that portion of the Property zoned for Parks/Open Space uses to a common interest community association to be maintained and managed for private parks and open spaces uses. That portion of the Property maintained and managed for private parks and open space purposes may also include public easements and public infrastructure such as stormwater systems or public sidewalk/trail crossings for the development of the Property.

   The Town and the Owners acknowledge and recognize that the cost, scope, and timing for construction of a larger, regional park is currently unknown. If the Town subsequently pursues the establishment of a larger, regional park which is determined to adequately serve the residents of the Property, the Town agrees that approximately fifteen (15) acres of the property zoned C-1 Commercial, and approved for Public/Private Parks & Open Space, may be used for alternative permitted or conditional uses including Multi-Family Dwellings or Mixed Use Dwellings subject to mutual agreement of a development agreement, plat and compliance with the Town's Land Use Code.

10. **Development Impact Fees**. Except as specifically modified in this Agreement, the Owners agrees to pay all development impact fees imposed by the Town including but not limited to building inspection, parks, trails, water, sanitary sewer, stormwater drainage, road impact, library, and similar fees. The Owners understand that these fees are (A) normally payable at the time of building permit request and (B) that the timing and amounts of these fees may be modified by the Town. The Owners acknowledge the obligation to pay all review fees and other expenses as may be required by the Land Use Code or other applicable Town ordinance or resolution pertaining to the Annexed Property.

11. **Water Contributions**. In consideration for the annexation of the Property, the Owners shall contribute raw water rights, or may pay cash-in-lieu of payments according to the Town's then current rate schedule, to satisfy the raw water requirement. The Town has sole discretion to accept water rights or payment of cash-in-lieu. The Town's Land Use Code requires developers to satisfy the water requirement at the time of issuance of a building permit.

12. **Road Construction and Dedication**. No Owner shall be entitled to develop any portion of the Property without first entering into agreements including a memorandum of agreement for public improvements, or similar agreement, with the Town providing for the construction and ongoing maintenance of any necessary roads and road improvements (including sidewalks), whether public or private, to serve the Property. Unless it otherwise consents, the Town shall have no obligation at any time to construct roads serving the Property, including off-site improvements as needed. All roads and road improvements for the development of the Property shall be constructed by the Owners in accordance with all applicable Town ordinances, rules, regulations, and engineering specifications in effect at the time that the Owners' property is developed. Owners shall be solely responsible for the cost to install any roads or road improvements subject to any repayments that may be agreed upon between the Town and Owner in subsequent Development Agreements for development phases. The Owners are required to adhere to the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans in the design and construction of roads and road improvements. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans, the Planned Unit Development (PUD) Overlay District shall control. The Town and Owners may enter into agreements for repayment of oversizing of arterial and other non-local streets in accordance with the Town's policies for oversizing public improvements.

13. **Water/Sewer Improvements**. As a condition of any development, Owners shall install water and sewer improvements to serve the Property. All water and sewer service shall be constructed in accordance with applicable Town ordinances, rules, regulations, standards and engineering specifications as may be in effect at the time of development. Owners shall be solely responsible for the cost to install such water and sewer improvements subject to any mutually agreed-upon right to repayments based upon oversizing such systems to accommodate future development. The Town and Owners may enter into agreements for repayment of oversizing of such water and sewer improvements in accordance with the Town's policies for oversizing public improvements in effect at the time of construction approval by the Town, or the creation of Public Districts to advance the capital improvements as may be set forth in Infrastructure Master Plans and related engineering studies. The Owners shall pay all costs associated with obtaining water and sewer service for its portion of the Property and will obtain all necessary easements for construction and maintenance of any sewer or water improvements.

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, THE OWNERS ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED THAT AS A RESULT OF SETTLEMENT STIPULATION ENTERED INTO BETWEEN THE TOWN AND THE NORTHERN COLORADO WATER ASSOCIATION

THE TOWN IS PRECLUDED FROM PROVIDING DOMESTIC WATER SERVICE TO CERTAIN AREAS IN AND SURROUNDING THE TOWN.

In those areas that the Town is unable to serve, Owners must receive service from the Water Association or must obtain the Water Association's consent for the Town to provide service.

A. There are two (2) existing homes commonly known as 5950 North County Road 9 and 6136 North County Road 9, Wellington, Colorado on the Property that are currently supplied water by Northern Colorado Water Association (collectively, the "Existing Agriculture Residences"). Town agrees that the existing water service may remain for one or both of the Existing Agricultural Residences until such time as the Owner requests water service from the Town, or until such time as either residence is connected to the Town water system, whichever occurs first.

B. The Existing Agricultural Residences on the Property are on private septic systems. Town agrees that the existing septic systems may remain for one or both of the Existing Agricultural Residences until such time as the Owner requests wastewater service from the Town, or until such time as either residence is connected to the Town water system, whichever occurs first.

14. **Non-potable Irrigation System**. [SUBJECT TO FURTHER NEGOTIATION].

15. **Non-Municipal Dedications**. Owners agree to provide appropriate easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including but not limited to easements for gas, electric, cable TV and irrigation water service.

16. **Storm Drainage Improvements**. Owners shall construct and maintain such storm drainage improvements as are required by any applicable Town ordinances, rules, regulations and engineering specifications in effect at the time the development occurs and shall further dedicate all necessary easements for storm sewers to serve Property being developed and to serve impacted surrounding properties. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property; provided, however, the Town agrees that the property platted and developed for Parks/Open Space uses may also include all necessary improvements to construct, operate and maintain the privately maintained stormwater systems for the development of the Property.

17. **Landscaping**. Owner shall install street trees and landscaping which complies with a landscaping plan to be submitted and approved by the Town at the time of subdivision plat or development plan. The Owner, or an association shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, pruning and mowing necessary for the health and structural integrity of trees and vegetation, and shall replace any dead trees or vegetation no later than the following planting season.

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18. **Agricultural Use; Phased Development**.

18.1. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue to be used for agricultural uses as existing and as consistent with the historic uses of such property at the time of annexation until a development plan or subdivision plat has been approved, a construction permit obtained, and construction commences on a specific portion of such property. The phased development of the Property shall consider and accommodate the existing agricultural uses of the specific portions of the Property not yet under construction.

18.2. The Town and other governmental authorities have adopted certain weed control, dust control, and other nuisance standards applicable to urban environments; the parties acknowledge that such standards are often inconsistent with agricultural uses. The Town agrees that urban standards shall not be unreasonably enforced or applicable in a manner that materially interferes with existing agricultural use on the Property. If any portion of the Property is not being used for agricultural purposes, and Owner does not otherwise ensure the sources of weed, dust, and nuisance violations are addressed, the Town shall have the right to address the sources of such violations, after reasonable notice and an opportunity for the Owner to address such concerns, and Owner shall reimburse any costs the Town reasonably incurs in addressing such violations.

19. **Initiative/Referendum**. If the annexation of the Property, or any portion thereof, is challenged by a referendum, all provisions of this Agreement, together with the duties and obligation of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the referendum election. If the referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the referendum challenge fails, then Owners and the Town shall continue to be bound by all terms and conditions of this Annexation Agreement. Upon such disconnection, the Town shall have no further obligations or responsibilities as to such disconnected property, and Owners shall have no further obligation to the Town, other than such obligations that may exist by statute or this agreement. The duration of the Vested Property Rights shall toll during the pendency of any initiative or referendum.

If any citizen-initiated ordinance becomes effective in the Town within eleven (11) months after the effective date of the annexation ordinance, which substantially alters or limits Owners' right to use its portion of the Property as contemplated by this Agreement, then the Town, upon the written request of Owners, will proceed to take all necessary action to disconnect the Owners' Property from the Town.

20. **Disconnection**. Except as specifically set forth herein, the Owners may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town. If Owners properly disconnect any portion of the Property as provided for herein, this Agreement shall continue to bind the Owners and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

21. **Court Action**. If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and Owners shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town as provided for by C.R.S. §31-12-121. Owners shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

22. **Town's Ordinances**. Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town.

23. **Enforcement**. This Agreement shall be specifically enforceable by a court of competent jurisdiction. In the event of a material breach of any material provision of this Agreement, the nonbreaching party may ask a court of competent jurisdiction to enter a writ of mandamus, temporary or permanent restraining orders, temporary or permanent injunctions, or orders of specific performance to compel the breaching part to perform its duties under this Agreement and to grant such other relief as may be afforded by law, it being the intent of this provision to supplement the law of remedies.

24. **Review and Processing**. The Owner and Town desire to timely review all development applications submitted in fulfilment of the Town development regulatory processes including, without limitation, use permits, variances, design review and building permit processes to the extent necessary for the development and construction of the improvements on the Property.

25. **Coordination/Cooperation**. Except where any matter is expressly stated to be in the sole discretion of a party hereto, the parties agree that in the performance of this Agreement, each will act in good faith and coordinate and cooperate with each other to the extent necessary to fulfil the terms and conditions of this Agreement.

26. **Further agreements**. The parties agree to sign any further documents reasonably required by Owners or the Town to carry out the terms of this Agreement.

27. **Recordation**. This Agreement and any amendments to this Agreement may be recorded with the Larimer County Clerk and Recorder and shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Owners. Upon conveyance of any interest in the Property, the previous Owners shall be released of any future obligation hereunder as to the portion of the Property conveyed. This Agreement shall constitute a covenant running with the Property.

28. **Approval**. This Agreement shall be null and void if the Town Board fails to approve the annexation of the Property. The Annexation is conditioned upon the simultaneous approval of this Agreement and the Planned Unit Development (PUD) Overlay District.

29. **Amendment**. This Agreement may be amended only by written agreement between the Owner and the Town.

30. **Entire agreement**. Subject to the Town code and other properly adopted authority, this Agreement represents the entire agreement between the parties. Any amendments to this Agreement to be affective shall be in writing.

31. **Indemnification**. Owners, jointly and severally, agree to indemnify and hold the Town and its officers, employees, agents, and contractors harmless from and against all liability, claims, and demands, including petitions for judicial review, pursuant to §31-12-116, C.R.S., made by any person or entity other than the Town, its elected, appointed or employed representatives which arise of or are in any manner connected with the annexation of the property, including court costs and reasonable attorney fees.

32. **Counterparts**. This Agreement may be executed by any number of counterparts and by any number of counterpart signature pages, each of which shall be an original with the same effect as if each of the signatures were affixed to the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this annexation agreement the day and year first written above.

[signature pages]

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THE APPROVAL BY THE TOWN OF WELLINGTON, COLORADO OF THE ANNEXATION OF THE REAL PROPERTY KNOWN AS THE SAGE FARMS ANNEXATION CREATES A VESTED PROPERTY RIGHT PURSUANT TO COLORADO REVISED STATUTES SECTION 24–68–101, ET. SEQ., AS AMENDED, AND PURSUANT TO THE TOWN LAND USE CODE OF THE TOWN OF WELLINGTON, COLORADO, SECTION 15-7-20, AS AMENDED, WITH THE EFFECTIVE DATE OF THIS VESTED PROPERTY RIGHT BEING THE DATE OF THE ANNEXATION ORDINANCE.

ANNEXATION AGREEMENT

VILLAGE AT SAGE FARMS ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, between the TOWN OF WELLINGTON, COLORADO, a Colorado municipal corporation, hereinafter referred to as the "Town", and Sipes Farm Holding, LLC, a Colorado limited liability company, hereinafter referred to collectively as the "Owner."

WITNESSETH:

WHEREAS, Owner is the owner of the Property more fully described in this Agreement; and

WHEREAS, Owner has filed a petition to annex the Property to the Town; and

WHEREAS, the Town has passed a resolution pursuant to C.R.S. § 31-12-108(1) finding that the proposed annexation complies with C.R.S. § 31-12-104 and 31-12-105; and

WHEREAS, an annexation impact report has been prepared pursuant to §31-12-108.5, C.R.S., and copies have been distributed in accordance with the statutory requirements; and

WHEREAS, Colorado's Courts have recognized that the Municipal Annexation Act of 1965 contemplates annexation agreements as a routine step in the annexation process; and

WHEREAS, the parties recognize that this annexation agreement is the second parcel of real property annexed to the Town as a serial annexation of property all of which is within the boundaries of the Wellington Comprehensive Plan 2021; and

WHERES, the parties desire to enter into an annexation agreement to set forth various obligations of the parties including obligations for development and use of the Property in the future; and,

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose**. The purpose of this Agreement is to further the planning and economic policies of the Town for the annexation of approximately 52.97 acres zoned for residential, commercial, and parks/open space purposes. This Agreement establishes the Zoning and Vested Property Rights upon annexation of the Property defined herein. The development, the construction, and uses of the Residential Neighborhoods, the Commercial Property, and the Parks/Open Space within the Property are expected to generate new employment opportunities in the Town and other public benefits for the Town. The Town approves the Zoning and finds that the terms of this site-specific development plan set forth in this Agreement are reasonably necessary to protect the public health, safety, and welfare. The "Property" means the Property defined on **Exhibit A** which Owner has filed a petition for annexation with the Town for the Village at Sage Farms Annexation.

2. **Comprehensive Plan**. This Agreement also establishes a framework for the Owner and the Town to cooperate and work toward the anticipated entitlement and development of approximately 52.97 acres of real property as a mixed-use commercial corridor the completion of which the parties acknowledge is contingent on securing funding and establishing a schedule for the construction of regional transportation and public improvements of community wide impact. The Property is within the area defined as the Commercial Node in the Wellington Comprehensive Plan 2021 and is directly related to the potential completion of regional public improvements as established in the Town's Comprehensive Plan and other related town Infrastructure Master Plans or available planning information. The Owner and the Town agree to work cooperatively to secure the funding and establish a schedule for the completion of the Regional Improvements.

3. **Zoning and Development of Property**. Annexation of the Property to the Town is expressly conditioned upon the Town's agreement to pursue in good faith the Town's objectives set forth in the Comprehensive Plan. Owner acknowledges that upon annexation the Property is subject to the Comprehensive Plan and that the parties anticipate commercial development within the Town's municipal boundaries.

4. **Definitions**. The following terms are applicable primarily to the Property and Regional Improvements with reference to the policies and objectives of the Comprehensive Plan:

    4.1.1. "Activity Center" means that general area located along East County Road 58 and in the vicinity of the intersection of East County Road 58 and State Highway 1 as defined in the Comprehensive Plan.

    4.1.2. "Comprehensive Plan" means the Wellington Comprehensive Plan 2021 adopted by the Town of Wellington Planning Commission under Resolution No. PC-01-2021 and ratified by the Board of Trustees by Resolution No. 26-2021, and any subsequent Comprehensive Plan or amendments to a Comprehensive Plan adopted pursuant to law by the Town of Wellington.

    4.1.3. "County Road 58 Railroad Improvements" means the railroad improvements at County Road 58 and the BNSF crossing, the construction of future roadway,

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signalization and crossing improvements at the Burlington Northern Santa Fe (BNSF) railroad crossing at County Road 58, including widening of County Road 58, median, and sidewalks according to Town regulations, the Public Utilities Commission (PUC) and BNSF.

4.1.4. "Commercial Corridor" means East County Road 58 which is identified as a Key Corridor in the Comprehensive Plan. The Comprehensive Plan identifies that the Commercial Corridor is a priority area for the efficient and logical extension of infrastructure services within the Town's GMA boundary (Comprehensive Plan, F&P. 1.6.). East County Road 58 intersects with another Key Corridor in the Comprehensive Plan that also includes consideration for transportation improvements; Identify strategies for improved traffic flow and safety along SH-1/CR 9 from CR 64 to CR 58 (Comprehensive Plan, T. 1.14.)).

4.1.5. "Gateway Entrance" means the intersection of State Highway 1 and East County Road 58 as defined in the Comprehensive Plan.

4.1.6. "Infrastructure Master Plans" means customary municipal plans commissioned by municipalities in the Northern Colorado region to determine capital facility improvements to achieve the objectives set forth in adopted policies statements such as the Comprehensive Plan. Infrastructure Master Plans include transportation master plans and impact fee studies to determine the Regional Improvements required to advance the policies set forth in the Comprehensive Plan such as the Commercial Corridor and Gateway Entrance.

4.1.7. "Large Planned Community" means a planned community that meets the criteria set forth in Section 38-33.3-116.3 of the Colorado Common Interest Ownership Act ("CCIOA"). The Town acknowledges that the Owner intends to qualify the Property, together with the Sage Farms Annexation property, as a Large Planned Community under CCIOA.

4.1.8. "Master Association" means an organization that is authorized to exercise some or all of the powers of one or more associations on behalf of one or more common interest communities or for the unit owners of one or more common interest communities under CCIOA.

4.1.9. "Off-site Improvements" means those improvements that are not on-site improvements but may be desired or required by the Town or Owner.

4.1.10. "On-site Improvements" means those improvements needed for the project to meet development requirements at the time of development, which may include, but not be limited to, adjacent transportation improvements, water and wastewater utility improvements, stormwater management and drainage improvements, and other improvements consistent with the Planned Unit Development (PUD) Overlay District and as informed by the Town's Infrastructure Master Plans and other relevant engineering studies.

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4.1.11. "Regional Commercial" means that portion of the Property consisting of approximately 52.97 acres adjoining East County Road 58 within an area defined as a Commercial Node in the Comprehensive Plan.

4.1.12. "Regional Improvements" may mean and include, the Gateway Entrance, and the intersection of County Road 58 and County Road 9 (also known as Giddings Road), and possibly a portion of the County Road 58 Railroad Improvements. The Town and the Owner acknowledge and recognize that the cost, scope, and timing of the Regional Improvements is unknown, and that subsequent Infrastructure Master Plans or engineering and planning efforts may evaluate the then current progress toward completion of the Regional Improvements on the projected traffic service levels attributed to the Property. The Town and the Owner acknowledge their mutual objectives to entitle and develop the Property in phases to the fullest extent reasonable with recognition of the then current progress toward the completion of any Regional Improvements set forth in the Comprehensive Plan.

4.1.13. "Sage Farms" means that certain property immediately to the north of the Property which the Town and the Owner anticipate will be annexed to the Town under a separate annexation petition and agreement ("Sage Farms Annexation").

4.1.14. "Town Standards" means the Standard Design Criteria and Standard Construction Requirements adopted by the Town and in effect at the time construction commences for any approved phase of development.

4.1.15. "Vested Property Rights" means those rights granted pursuant to Colorado Revised Statutes 24–68–101, *et seq*.

4.1.16. "Wastewater Reclamation Facility" means the capital improvement project including construction, reconstruction and expansion of the Town's facility used for the collection and treatment of wastewater with an anticipated completion and operating date of November 30, 2024.

4.1.17. "Water Treatment Plant" means the capital improvement project including construction, reconstruction and expansion of the Town's facility used for the treatment and distribution of potable water with an anticipated completion and operating date of September 30, 2024.

5. **Cooperation**. The Town and the Owner acknowledge and recognize that the cost, scope, and timing for construction of the Regional Improvements is currently unknown. The unknown factors include the nature of desired infrastructure, project and/or regional engineering studies, plans and specifications, location of improvements, construction costs, management costs, general usability, funding needs, funding mechanisms, and the sphere of benefitted properties that may assist in the funding and construction of the Regional Improvements. The Parties establish the term of the Vested Property Rights as material consideration for the annexation of the Property plus in consideration of the uncertainty of the cost, scope, and timing for construction of the Regional Improvements adjacent to the Property pursuant to the Comprehensive Plan.

In consideration of the uncertainty of the cost, scope, and timing for construction of the Regional Improvements, and also in consideration of the mutual benefits to the Town and the Owner for pursuing the Regional Improvements, the Town agrees to appropriate One Hundred Thousand Dollars ($100,000) in its Town budget toward completion of a Transportation Master Plan and Transportation Impact Fee Study, which appropriation is conditioned upon a matching contribution of One Hundred Thousand Dollars ($100,000) from the Owner, or a subsequent developer, under the anticipated memorandum agreement for public improvements for the first development phase of the property annexed under the Sage Farms Annexation. If the matching contributions from the Owner or subsequent developer is accomplished by July 31, 2024, the Town's appropriation shall be for the 2024 budget year. If the matching contributions from the Owner or subsequent developer is accomplished by July 31, 2025, the Town's appropriation shall be for the 2025 Town budget year.

6. **Public Financing**. The Town and the Owner recognize that the cost and extent of the infrastructure required to serve the Property and the Regional Improvements, including for the benefit of adjacent properties, are currently unknown including but not limited to the following: scope and service level of such infrastructure; engineering studies, plans and specifications; location; construction costs; maintenance costs; management costs; funding needs; funding mechanisms; and, sphere of benefitted properties that should contribute toward such costs. To facilitate construction of the Regional Improvements, the Town will pursue the policy objectives set forth in the Comprehensive Plan as further informed by Infrastructure Master Plans and related engineering studies, plans and specifications and consider options for public financing, partnerships and public-private partnerships identified in the Comprehensive Plan or Infrastructure Master Plans including:

    6.1.1. **Impact Fees**. Review and update impact fees for all development on an as-needed basis, so that community wide developer paid fees may contribute to the Regional Improvements identified in this Agreement (Comprehensive Plan, F&P. 2.6) or other Town priorities.

    6.1.2. **Public Districts**. The creation or authorization of one or more public districts including a variety of quasi-municipal or improvement districts (e.g. including but not limited to, special districts, general improvement districts, and metropolitan districts (collectively, "Public Districts") formed for completion of infrastructure improvements on-site, off-site or adjacent to the Commercial Node including, but not limited to, the Gateway Entrance, State Highway 1 and East County Road 58 intersection improvements (See Comprehensive Plan, T.1.16). No district so established shall apply for Colorado Conservation Trust Funds and supplemented by the Colorado State Lottery without the Town's consent.

    6.1.3. **Improvement Fees**. The creation or authorization of one or more fees including the use of a Tax Increment Financing (TIF as defined in the Comprehensive Plan), public improvement fee (PIF), retail sales fee (RSF), adoption of a reimbursement

ordinance and other similar financing techniques utilized from time to time in Northern Colorado communities (collectively, "Improvement Fees").

6.1.4. **Grants and Intergovernmental Agreements**. Pursue federal, state, regional grant funding opportunities as well as public–private partnerships as an implementation priority for the construction of the transportation Regional Improvements consistent with the Comprehensive Plan (Comprehensive Plan, T. 1.15 High, Short Term priority; Comprehensive Plan, F&P 3.6 to capitalize on funding opportunities for community-wide projects).

6.1.5. **Capital Improvement Plans**. Periodically evaluate the need for Infrastructure Master Plans or other reports and studies consistent with the policies expressed in the Comprehensive Plan for the expansion and upgrade of utilities, infrastructure and amenities, and consider for inclusion in the five-year Capital Improvement Plan.

7. **Regional Improvements Development**. The Town and Owner may enter into agreements to participate in the funding, design, and construction of the Regional Improvements. The Town and the Owner further acknowledge that the Infrastructure Master Plans may assist in determining a reasonable mix of impact fees applicable to all new Town development and development conditions or exaction fees specifically related to a particular phase of the Property development. For example, a portion of the anticipated County Road 58 Railroad Improvements may be determined a Regional Improvement directly related to the development of the Commercial Corridor contemplated in the Comprehensive Plan and may be partially funded by Town wide impact fees, or more reasonably determined as a condition related to the Property development and funded by Owner or their successors or assigns.

8. **Adequate Public Facilities**. At the time of this Agreement, the Town is in the process of constructing capital expansion projects of the Water Treatment Plant and Wastewater Reclamation Facility. The Owner understands and agrees that limited building permits for new construction on the Property are available until completion and operation commences for the Wastewater Reclamation Facility and the Water Treatment Plant.

   The Town and the Owner recognize that, except as specifically set forth herein or in a subsequently mutually agreed Development Agreement (defined below), the Town does not provide public improvements to serve the Property. The Owner will be responsible for extending all utilities, streets and other public infrastructure to serve the Property. However, the failure of Owner to obtain Town-provided utilities to serve the Property, for reasons that are solely caused by the Town, by the dates identified in Sections 4.1.16 and 4.1.17, including but not limited to water service and sanitary sewer service, shall be grounds for disconnection pursuant to the Colorado Revised Statutes Section 31-21-101, *et. seq*. as amended (the "Annexation Act").

9. **Zoning**. Annexation of the Property to the Town is expressly conditioned upon the Town's contemporaneous approval in a single Ordinance both approving the annexation and granting the requested Zoning pursuant to the Zoning Map for Villages at Sage Farm P.U.D. The Zoning is approved simultaneous with the Annexation of the Property. If the Town does not approve the Zoning for the Property as specified herein, this Agreement shall automatically

terminate, the Owner's Annexation Petition shall automatically be deemed withdrawn, the Town shall have no right or ability to complete the annexation of the Property under the current Annexation Petition. Further, Owner shall have the unrestricted and uncontested right, as necessary, to complete a disconnection of the Property pursuant to the Annexation Act.

10. **Vested Property Rights**. The Owner and the Town agree that the Town's Zoning of the Property as provided pursuant to this Agreement shall constitute an "approved site-specific development plan" as defined in Colorado Revised Statutes Section 24–68–101, *et. seq*., and as provided in Section 7.02.2 of the Town's Land Use Code. The Owner, its successors and assigns, shall have Vested Property Rights to undertake and complete the development and use of the Property as provided in this Agreement for a period of twenty-five (25) years from the effective date of the Town's annexation of the Property.

11. **Existing Legal Uses**. Any uses on the Property that are legally existing at the time of annexation are allowed to continue provided that such uses are not otherwise in conflict with rules and regulations of the Town. Such existing uses will become nonconforming uses and subject to the nonconforming use standards of the Town.

12. **Development Agreement**. The Property, and the Sage Farm Annexation property, shall be developed in multiple phases under the Planned Unit Development (PUD) Overlay District which reflects a unified plan of development. Prior to the commencement of construction of any phase or portion of the Property, a memorandum of agreement for public improvements or similar development agreement ("Development Agreement") shall be in place which shall further address public improvements including streets, sidewalks, signage and traffic control, landscaping, the installation and maintenance of water delivery systems, wastewater collection systems, and stormwater drainage systems, and the County Road 58 Railroad Improvements. The Development Agreement shall also include provisions for the installation and private maintenance of Landscaping, private stormwater drainage systems, and the Non-Potable Irrigation System. The Property, or any portion thereof, may be the subject of site-specific development plans with the mutual consent of the Town and the Owner, but without amending or modifying this Agreement.

13. **Dedications**. The Owner agrees to dedicate or have dedicated property necessary to install public improvements as defined in this Agreement and any subsequent subdivisions or other plat approved by the Town and Owner shall warrant title to the same subject only to those exceptions reasonably accepted by the Town.

14. **Schools, Parks and Open Space**. Neither the Owner nor its successors or assigns shall be required by the Town to dedicate land for public school purposes. The Developer and School District may enter into agreements for the payment of fees-in-lieu of a land dedication within the Property. Neither the Owner nor its successors or assigns shall be required to dedicate land for a public park or open space. The Town and the Owner acknowledge and recognize that land for public park or open space is accommodated under the terms of the Sage Farms Annexation agreement approved as the first property in this serial annexation.

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15. **Development Impact Fees**. Except as specifically modified in this Agreement, the Owner agrees to pay all development impact fees imposed by the Town including but not limited to building inspection, parks, trails, water, sanitary sewer, stormwater drainage, road impact, library, and similar fees. The Owners understands that these fees are (A) normally payable at the time of building permit request and (B) that the timing and amounts of these fees may be modified by the Town over the course of time. The Owner acknowledges the obligation to pay all review fees and other expenses as may be required by the Land Use Code or other applicable Town ordinance or resolution pertaining to the Annexed Property.
16. **Water Contributions**. In consideration for the annexation of the Property, the Owners shall contribute raw water rights, or may pay cash-in-lieu of payments according to the Town's then current rate schedule, to satisfy the raw water requirement. The Town has sole discretion to accept water rights or payment of cash-in-lieu. The Town's Land Use Code requires developers to satisfy the water requirement at the time of issuance of a building permit.
17. **Road Construction and Dedication**. No Owner shall be entitled to develop any portion of the Property without first entering into agreements including a memorandum of agreement for public improvements, or similar agreement, with the Town providing for the construction and ongoing maintenance of any necessary roads and road improvements (including sidewalks), whether public or private, to serve the Property. Unless it otherwise consents, the Town shall have no obligation at any time to construct roads serving the Property, including off-site improvements as needed. All roads and road improvements for the development of the Property shall be constructed by the Owner in accordance with all applicable Town ordinances, rules, regulations, and engineering specifications in effect at the time that the Owner's property is developed. Owner shall be solely responsible for the cost to install any roads or road improvements subject to any repayments that may be agreed upon between the Town and Owner in subsequent Development Agreements for development phases. The Owner is required to adhere to the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans in the design and construction of roads and road improvements. In the event of a conflict between the Planned Unit Development (PUD) Overlay District, Town's Standards, Street Master Plan, or other transportation master plans, the Planned Unit Development (PUD) Overlay District shall control. The Town and the Owner may enter into agreements for repayment of oversizing of arterial and other non-local streets in accordance with the Town's policies for oversizing public improvements.
18. **Water/Sewer Improvements**. As a condition of any development, the Owner shall install water and sewer improvements to serve the Property. All water and sewer service shall be constructed in accordance with applicable Town ordinances, rules, regulations, standards and engineering specifications as may be in effect at the time of development. Owner shall be solely responsible for the cost to install such water and sewer improvements subject to any mutually agreed-upon repayments based upon oversizing such systems in accordance with Town policy and standards. The Town and Owner may enter into agreements for repayment of oversizing of such water and sewer improvements in accordance with the Town's policies for oversizing public improvements in effect at the time of construction approval by the

Town. The Owner shall pay all costs associated with obtaining water and sewer service for its portion of the Property and will obtain all necessary easements for construction and maintenance of any sewer or water improvements.

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, THE OWNER ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT AS A RESULT OF SETTLEMENT STIPULATION ENTERED INTO BETWEEN THE TOWN AND THE NORTHERN COLORADO WATER ASSOCIATION THE TOWN IS PRECLUDED FROM PROVIDING DOMESTIC WATER SERVICE TO CERTAIN AREAS IN AND SURROUNDING THE TOWN.

In those areas that the Town is unable to serve, the Owner must receive service from the Water Association or must obtain the Water Association's consent for the Town to provide service.

19. **Non-potable Irrigation System**. [SUBJECT TO FURTHER NEGOTIATION].

20. **Non-Municipal Dedications**. The Owner agrees to provide appropriate easements or rights-of-way for non-municipal utilities as recommended by the Town Engineer including but not limited to easements for gas, electric, cable TV and irrigation water service.

21. **Storm Drainage Improvements**. The Owner shall construct and maintain such storm drainage improvements as are required by any applicable Town ordinances, rules, regulations, standards and engineering requirements in effect at the time the development occurs and shall further dedicate all necessary easements for storm sewers to serve Property being developed and to serve impacted surrounding properties. Unless it otherwise consents, the Town shall not be obligated to provide storm drainage improvements for any portion of the Property.

22. **Landscaping**. Owner shall install street trees and landscaping which complies with a landscaping plan to be submitted and approved by the Town at the time of subdivision plat or development plan. The Owner, or an association shall maintain street trees and landscaping in good and live condition, including proper watering, fertilization, pest control, pruning and mowing necessary for the health and structural integrity of trees and vegetation, and shall replace any dead trees or vegetation no later than the following planting season.

23. **Agricultural Use; Phased Development**.

23.1. As of the date of this Agreement, portions of the Property are being used for agricultural purposes. The Property may continue to be used for agricultural uses as existing and as consistent with the historic uses of such property at the time of annexation until a development plan or subdivision plat has been approved, a construction permit obtained, and construction commences on a specific portion of such property. The phased development of the Property shall consider and accommodate the existing agricultural uses of the specific portions of the Property not yet under construction.

23.2. The Town and other governmental authorities have adopted certain weed control, dust control, and other nuisance standards applicable to urban environments; the parties acknowledge that such standards are often inconsistent with agricultural uses. The Town agrees that urban standards shall not be unreasonably enforced or applicable in a manner that materially interferes with existing agricultural use on the Property. If any portion of the Property is not being used for agricultural purposes, and Owner does not otherwise ensure the sources of weed, dust, and nuisance violations are addressed, the Town shall have the right to address the sources of such violations, after reasonable notice and an opportunity for the Owner to address such concerns, and Owner shall reimburse any costs the Town reasonably incurs in addressing such violations.

24. **Initiative/Referendum**. If the annexation of the Property, or any portion thereof, is challenged by a referendum, all provisions of this Agreement, together with the duties and obligation of each party (including payment of all taxes imposed by the Town and enforcement of any Town ordinances on the Property), shall be suspended pending the outcome of the referendum election. If the referendum challenge results in disconnection of the Property from the Town, then this Annexation Agreement and all provisions contained herein shall be null and void and have no further effect. If the referendum challenge fails, then the Owner and the Town shall continue to be bound by all terms and conditions of this Annexation Agreement. Upon such disconnection, the Town shall have no further obligations or responsibilities as to such disconnected property, and Owner shall have no further obligation to the Town, other than such obligations that may exist by statute or this agreement. The duration of the Vested Property Rights shall toll during the pendency of any initiative or referendum.

If any citizen-initiated ordinance becomes effective in the Town within eleven (11) months after the effective date of the annexation ordinance, which substantially alters or limits Owner's right to use its portion of the Property as contemplated by this Agreement, then the Town, upon the written request of the Owner, will proceed to take all necessary action to disconnect the Owner's Property from the Town.

25. **Disconnection**. Except as specifically set forth herein, the Owner may not petition the Town to disconnect any portion of the Property if the effect of that disconnection would be that any other property in the Town would no longer have the contiguity to the Town. If the Owner properly disconnect any portion of the Property as provided for herein, this Agreement shall continue to bind the Owner and Property to the extent that the Town has incurred obligations in reliance on this Agreement and the annexation petition.

26. **Court Action**. If the annexation of all or any portion of the Property is voided by action of any court (excluding any action arising as a result of an initiative or referendum) the Town and the Owner shall cooperate to cure any legal defect which resulted in disconnection and upon cure this Agreement shall be deemed an agreement to annex such property to the Town as provided for by C.R.S. §31-12-121. Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

27. **Town's Ordinances**. Development of the Property shall be governed by the Town's ordinances, resolutions, standards, fees and policies currently in effect and as may be adopted or amended in the future. Except as set forth in this Agreement, land use issues remain subject to the police power and legislative authority of the Town.

28. **Enforcement**. This Agreement shall be specifically enforceable by a court of competent jurisdiction. In the event of a material breach of any material provision of this Agreement, the nonbreaching party may ask a court of competent jurisdiction to enter a writ of mandamus, temporary or permanent restraining orders, temporary or permanent injunctions, or orders of specific performance to compel the breaching part to perform its duties under this Agreement and to grant such other relief as may be afforded by law, it being the intent of this provision to supplement the law of remedies.

29. **Review and Processing**. The Owner and Town desire to timely review all development applications submitted in fulfilment of the Town development regulatory processes including, without limitation, use permits, variances, design review and building permit processes to the extent necessary for the development and construction of the improvements on the Property.

30. **Coordination/Cooperation**. Except where any matter is expressly stated to be in the sole discretion of a party hereto, the parties agree that in the performance of this Agreement, each will act in good faith and coordinate and cooperate with each other to the extent necessary to fulfil the terms and conditions of this Agreement.

31. **Further agreements**. The parties agree to sign any further documents reasonably required by the Owner or the Town to carry out the terms of this Agreement.

32. **Recordation**. This Agreement and any amendments to this Agreement may be recorded with the Larimer County Clerk and Recorder and shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Owner. Upon conveyance of any interest in the Property, the previous Owner shall be released of any future obligation hereunder as to the portion of the Property conveyed. This Agreement shall constitute a covenant running with the Property.

33. **Approval**. This Agreement shall be null and void if the Town Board fails to approve the annexation of the Property. The Annexation is conditioned upon the simultaneous approval of this Agreement and the Planned Unit Development (PUD) Overlay District.

34. **Amendment**. This Agreement may be amended only by written agreement between the Owner and the Town.

35. **Entire agreement**. Subject to the Town code and other properly adopted authority, this Agreement represents the entire agreement between the parties. Any amendments to this Agreement to be affective shall be in writing.

36. **Indemnification**. The Owner agrees to indemnify and hold the Town and its officers, employees, agents, and contractors harmless from and against all liability, claims, and demands, including petitions for judicial review, pursuant to §31-12-116, C.R.S., made by

DRAFT

any person or entity other than the Town, its elected, appointed or employed representatives which arise of or are in any manner connected with the annexation of the property, including court costs and reasonable attorney fees.

37. **Counterparts**. This Agreement may be executed by any number of counterparts and by any number of counterpart signature pages, each of which shall be an original with the same effect as if each of the signatures were affixed to the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this annexation agreement the day and year first written above.

[signature pages]

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Board of Trustees Meeting

Date: August 22, 2023

Subject: **Ordinance No. 09-2023: An Ordinance of the Town of Wellington, Colorado Conditionally Annexing the Sage Farms Annexation and The Village at Sage Farms Annexation and Establishing Zoning as Planned Unit Development (PUD)**

- **Presentation: Cody Bird, Planning Director**

BACKGROUND / DISCUSSION

In an effort to reduce duplication, please refer to agenda packet materials and attachments from the public hearing agenda item – Board of Trustees Regular Meeting, August 22, 2023: Agenda Item D.2.

Town staff and the Planning Commission have recommended annexing the property into the Town of Wellington. If the Board of Trustees approves annexing the property to the Town, a Town zoning district classification is assigned at the time of annexation. Town staff and the Planning Commission have recommended zoning the property Planned Unit Development (PUD) in accordance with the Zoning Map for Sage Farms PUD (attached).

The Board of Trustees should consider the Findings For Approval as identified in the Town's Land Use Code. The Findings for Approval are factors or matters that are considered by the Board in evaluating an annexation request and zoning request. The Findings For Approval will be the basis for the Board's decision on whether or not the property should be annexed and the zoning for the property if annexed.

Annexation and zoning of a property is accomplished by adoption of an ordinance. Ordinance No. 09-2023 was prepared based upon the recommendations of Town Staff and the Planning Commission. Adoption of the ordinance would accomplish both annexation of the property and zoning of the property. If the Board of Trustees desires changes to the ordinance, Town staff can assist as needed.

The following are the Findings for Approval evaluated by Town staff and recommended by the Planning Commission. The Board may choose to adopt the Planning Commission's findings, may modify the Planning Commission's findings, or may adopt its own findings.

Findings for Approval (Annexation):

1. The annexation is consistent with the Comprehensive Plan and the intent stated in the Land Use Code;
    - The property is within the Town's Growth Management Area (GMA) and is within the identified 3-mile plan adopted by the Town. Land within the GMA and 3-mile plan are areas which are likely to be incorporated into the Town and urban services provided.
2. The annexation shall not create any additional cost or burden on then-existing residents of the Town to provide public facilities and additional community services in any newly-annexed area;
    - Urban services including Town water and sanitary sewer can be extended to serve the property. There will be sufficient capacity within the adjacent public utilities to serve the site. Water

Treatment Plant and Wastewater Treatment Facility projects are currently underway and will be complete before building permits are issued for the annexation property.
    - Public utility extensions necessary to serve the site will be designed and installed in development phases requiring additional Town approvals.
    - The owner or developer is required to pay for design and installation of infrastructure serving the site. The owner or developer will utilize private funds and/or construction loans secured by the owner or developer.
    - The property has two existing irrigation wells available and are anticipated to meet the outdoor irrigation needs of the development. Sufficiency of the existing wells is being evaluated by Town staff. Use of irrigation wells for outdoor water use reduces the treatment demand on the Town's water treatment and delivery systems and allows more efficient use of the Town's treated water supply for indoor uses.
3. The applicant has demonstrated that they arranged with the school district regarding the dedication of school sites, or payment of fees in lieu of said dedication, as may be agreed to among the applicant, the school district, and the Town;
    - Poudre School District has provided a letter (included in the attached Annexation Impact Report) identifying that the district desires to collect payment in lieu of land dedications for development within the annexation area.
    - The Town and Poudre School District have an existing IGA requiring builders to pay the District fees in lieu of land dedication collected at the time of building permit issuance.
4. All existing proposed streets in newly annexed territory shall be constructed in compliance with all current Town standards unless the Town determines that the existing streets will provide appropriate access during all seasons of the year to all lots fronting on each street; and that the curbs, gutters, sidewalks, bike lanes, culverts, drains, and other structures necessary to the use of such streets or highways are satisfactory or not necessary to promote public safety. The location, type, character and dimensions of all structures and the grades for all existing or proposed street work shall be subject to approval by the Town;
    - All existing roadways and future roadways are required to be constructed or reconstructed in accordance with applicable standards. Existing Larimer County roadways will be annexed into the Town and constructed to applicable Town standards (including tapers back to Larimer County road standards).
    - The property is adjacent to CO Highway 1. Highway 1 improvements will be required in accordance with applicable CDOT design standards.
    - All future roadway improvements shall be designed and constructed in conjunction with future development phases. All development phases are required to obtain appropriate Town approvals prior to construction.
5. The annexation is in the best interest of the citizens of the Town of Wellington; and
    - The Town recently updated the Town's Comprehensive Plan. The Comprehensive Plan anticipates and accommodates future growth within the Town's Growth Management Area (GMA). The Comprehensive Plan contemplates the consideration of innovative land uses that provide a sound tax base, preserve the quality of life, and balance residential and commercial development. Citizens have expressed a desire to ensure that new development does not overburden existing infrastructure and services and does not detract from the community's existing character.
    - The Town's vision for purposefully planning for growth as outlined in the Comprehensive Plan includes that proposed new developments ensure the logical extension of the Town's boundaries in a fiscally sound manner and provide predictability in the rate, location and character of growth within the GMA. Growth should not create a net negative fiscal burden on the Town,

but rather, should anticipate a net positive fiscal benefit to the Town upon occupancy of all property zoned for commercial uses in the annexation area. It is anticipated that commercial uses within the annexation area will provide goods and services to Town residents as well as to residents living in north Fort Collins and surrounding areas in unincorporated Larimer County.
    - The annexations, in conjunction with the Planned Unit Development proposed, will ensure a variety of housing types and provide a pipeline of residential developments that will ensure the ability for continued revenues from permits, use tax and impact fees.
6. The annexation is consistent with any other prior approvals and official plans and policies created under the guidance of that plan for these areas (e.g., The Comprehensive Plan, specific area plans like a Downtown Corridor Study, etc.).
    - The annexation, including the proposed Planned Unit Development (PUD) zoning, contemplates the proposed future land uses identified on the Future Land Use Map of the Comprehensive Plan.
    - The PUD proposes a mix of residential and commercial land uses generally consistent with the patter contemplated in the Comprehensive Plan. The Future Land Map identifies the area as primarily Low Density Residential (up to 6 dwelling units per acre) as well as some Medium Density Residential (6-12 dwelling units per acre). The Conceptual Master Plan and Proposed PUD generally meets the intent of providing a mix of large lot, small lot and multi-family zoning areas with residential densities within the recommended densities identified in the Comprehensive Plan.
    - The Conceptual Master Plan and proposed PUD also proposed commercial areas at primary intersections and arterial street corridors as identified in the Comprehensive Plan. The commercial areas proposed support identified Town priorities to provide opportunities for business to locate in the Town and diversify revenues by increasing retail sales tax.
    - Future Town approvals will also evaluate the development phases in accordance with applicable Town infrastructure master plans.

Findings for Approval (Planned Unit Development):

a. The proposed benefits offset the proposed exceptions to the zoning and subdivision standards, and the exceptions are in the best interest of the public health, safety, and welfare.
    - The proposed PUD is intended to generally reflect the uses allowed within the Town's standard zoning districts. The PUD intent and justification are included on Page 3 of the PUD document in Section H – PUD Overlay District Justification.
    - Permitted and prohibited uses are proposed to be modified slightly and are based upon the owner or developers expected development patterns.
    - Lot sizes and setbacks and proposed to be modified based upon the design intent for the various zone districts identified on the PUD and are further defined in the text of the PUD (Page 3).
    - The proposed PUD also proposes to modify the street standards slightly to reduce pavement width of the street and to provide detached sidewalks on local residential streets. An alley section is also included in the proposed PUD to accommodate potential alley-loaded garages for certain housing product types. The proposed street and alley sections are included on the PUD document (Page 3).
b. The proposed PUD conforms to the PUD restrictions, and the proposed zoning is compatible with the surrounding land uses.
    - The proposed PUD follows the purpose statement, applicability, and general PUD requirements of the Land Use Code.

- The proposed zoning categories defined on the PUD document and in the PUD text are compatible with surrounding land uses.
    1. All areas of the proposed PUD are separated by existing arterial roadways or railroad right-of-way.
    2. Existing Town developments adjacent to the site are single-family residential neighborhoods. PUD zoning proposed adjacent to existing neighborhoods are single-family detached, single-family attached, and multi-family housing products with mixed densities (3-12 dwelling units per acre).
    3. Larger lot single-family units are proposed east of CO Highway 1 to reflect the similar large lot development on the west side of the highway (Cottonwood Shores) and to maintain a similar appearance at a gateway to the community.
    4. Larger setbacks are proposed along CO Highway 1 to allow for a more open appearance at the entrance to the community and may allow for additional open space and trail amenities.
    5. Commercial areas proposed are located along arterial roadways at intersections appropriate for commercial development and will allow business services that support nearby residents.

c. The PUD proposes creative and innovative design and high-quality development, thereby protecting and promoting public safety, convenience, health, and general welfare.
    - Streets internal to the site are contemplated to provide continuity with existing roadways and provide logical future extensions into future developments. Access points onto CO Highway 1 are purposefully limited to limit the number of intersections and conflict points that could result in traffic safety concerns.
    - Public park and open spaces are intended to be grouped into a larger area to make the most product use of Town resources where larger park needs can be possible as opposed to multiple smaller parks and where staffing and material resources can be used efficiently.
    - Public parks and open spaces are proposed to be connected via trail systems and sidewalks and will connect to private HOA pocket parks and other amenities.

d. The uses and densities in the proposed PUD are compatible and will be effectively integrated with adjacent neighborhoods which now exist or are proposed in the future.
    - The overall PUD and Conceptual Master Plan are intended to provide a variety of residential project types, lot sizes and densities to achieve a diversity of available housing options.
    - Significant commercial areas are proposed as well to ensure integration of land uses and provide commercial opportunities for the Town to attract new businesses and services.
    - Adjacent neighborhoods zoning and land use patterns are reflected in the proposed land uses and zoning in the PUD.

e. The proposed PUD is in general conformance with the Comprehensive Plan.
    - The proposed PUD closely follows the intent of the Future Land Use Map for uses identified as desirable within the Town's GMA.
    - The proposed PUD identifies and proposes opportunities for commercial land uses that support the business priorities of the Comprehensive Plan.
    - Densities for the proposed residential categories of the PUD are consistent with the recommended densities of the Comprehensive Plan.

f. One (1) or more of the criteria for amendment of the official zoning map has been satisfied.
    - The findings for approval for changes to the official zoning map are identified in the Rezone section of the Land Use Code.
    - Multiple findings for changes to the official zoning map are satisfied, including 1) consistent with the Comprehensive Plan; 2) consistent with t he stated intent and purposes of Town zoning

districts; 3) no adverse impacts to the natural environment are anticipated without appropriate mitigation measures; 4) material adverse impacts to surrounding properties are not anticipated; 5) Town facilities and services are or will be made available to serve the property with future development approvals and will be designed to maintain adequate levels of service to existing developments.

Based upon the above staff report and findings for approval, Town staff recommends approval of the Sage Farms Annexation and the Village at Sage Farms Annexation and the proposed Sage Farms Planned Unit Development (PUD). If changes to the PUD or the text of the PUD are desired, such changes shall be reflected on the final PUD documents for approval.

STAFF RECOMMENDATION

When considering an annexation, the Board of Trustees should take the following actions:

- Approve or deny the annexation request;
- Adopt Findings for Approval;
- Assign a zoning district classification; and
- Take action or postpone Ordinance No. 09-2023.

The below motion options are offered for the Board's consideration:

1. Move to adopt Ordinance No. 09-2023 conditionally annexing the Sage Farms Annexation and the Village at Sage Farms Annexation to the Town of Wellington and zoning the property Planned Unit Development (PUD) in accordance with the Zoning Map for Sage Farms PUD, and updating the official maps of the Town.
2. Move to adopt Ordinance No. 09-2023 with conditions.
3. Move to continue consideration of Ordinance No. 09-2023 to a regular/special meeting of the Board of Trustees to be held _____(month) _____(day), 2023 at _____(time) at the Wilson Leeper Center, 3800 Wilson Ave., Wellington, Colorado.
4. Move to deny Ordinance No. 09-2023.

ATTACHMENTS

1. Ordinance 09-2023
2. Zoning Map for Sage Farms PUD

TOWN OF WELLINGTON

ORDINANCE NO. 09-2023

AN ORDINANCE CONDITIONALLY ANNEXING THE PROPERTIES KNOWN AS SAGE FARMS ANNEXATION AND THE VILLAGE AT SAGE FARMS ANNEXATION, COLLECTIVELY A SERIAL ANNEXATION, TO THE TOWN OF WELLINGTON, COLORADO AND ESTABLISHING ZONING OF THE PROPERTY AS PLANNED UNIT DEVELOPMENT (PUD) IN ACCORDANCE WITH THE ZONING MAP FOR SAGE FARMS PUD.

WHEREAS, petitions for a serial annexation of two contiguous parcels have been filed by FC Farm Holding, LLC and Sipes Farm Holding, LLC, together 97% owners of the annexation land area, less 3% land area for public road right-of-way and railroad right-of-way, said lands being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and more particularly described on Exhibit "A" and Exhibit "B;"; and

WHEREAS, the Board adopted Resolution No. 20-2023 and Resolution No. 21-2023 and determined that requirements of C.R.S. §§ 31-12-104 and -105 had been met; and

WHEREAS, annexation maps with all required supporting materials have been submitted to the Town; and

WHEREAS, a community of interest exists between the Town and the property proposed to be annexed; and

WHEREAS, the area proposed to be annexed is or will soon be developed; and

WHEREAS, the petitioners for the annexation have demonstrated to the Town that the capacity of existing sewer and water utilities within the Town is or will be sufficient to serve development proposed in the conceptual plan for the property proposed to be annexed at rates which are the same as those rates applying within the existing Town, and that the annexation will result in no increase in rates for these services for other citizens of the Town as a result of the annexation; and

WHEREAS, the fiscal impacts upon the Town as a result of the annexation and development of the property will be sufficiently offset, including costs to the Town for police protection, parks and recreation, library services, streets, sidewalks, utilities and other public costs resulting from the annexation and development of the property; and

WHEREAS, the Town Planning Commission on August 7, 2023 voted unanimously to recommend to forward a recommendation of approval to the Board of Trustees to annex the property and zone the property Planned Unit Development (PUD) in accordance with the Zoning Map for Sage Farms; and

WHEREAS, a public hearing was held on said petitions pursuant to C.R.S. §§ 31-12-108 and -109 on August 22, 2023 at 6:30pm; and

WHEREAS, no election is required pursuant to C.R.S. § 31-12-107(2); and

WHEREAS, notice of the hearing on the Annexation Petition was properly published at least 30 days prior to the date of the hearing pursuant to C.R.S. § 31-12-108(2), and a copy of the published notice, together with a copy of the notice of the hearing, was properly sent by registered mail to the clerk of the Board of County Commissioners and to the Larimer County Attorney and to Poudre School District R-1 and to special districts having territory within the area to be annexed at least 25 days prior to the date of such hearing, pursuant to C.R.S. § 31-12-108(2).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AS FOLLOWS:

1. The properties described on Exhibit "A" and Exhibit "B," incorporated herein by reference, are hereby conditionally annexed and will be included within the Town of Wellington, Larimer County, Colorado so long as the Annexation Maps, the Annexation ordinance, the Zoning Map for Sage Farms PUD, and the Annexation Agreements all are recorded in the records of the Clerk and Recorder of Larimer County, Colorado no later than December 31, 2023. If the condition is not met as evidenced by the recordation, the property shall not be annexed and the annexation shall be void and of no impact on the property.

2. Pursuant to C.R.S. § 31-12-115, the annexed area is hereby zoned as Planned Unit Development (PUD) District in accordance with the Zoning Map for Sage Farms PUD, attached hereto and incorporated herein by reference.

3. The official zoning map of the Town of Wellington, Colorado is hereby amended in accordance with Section 2 of this Ordinance.

4. Validity. The Board of Trustees hereby declares that should any section, paragraph, sentence, word or other portion of this ordinance or the rules and regulations adopted herein be declared invalid for any reason, such invalidity shall not affect any other portion of this ordinance or said rules and regulations, and the Board of Trustees hereby declares that it would have passed all other portions of this ordinance and adopted all other portions of said rules and regulations, independent of the elimination here from of any such portion which may be declared invalid.

5. Necessity. In the opinion of the Board of Trustees of the Town of Wellington, this ordinance is necessary for the preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Wellington.

6. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three (3) copies of the adopted ordinance available for inspection by the public during regular business hours and shall record at least one certified copy of the ordinance with the Clerk and Recorder of Larimer County.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado and ordered published this 22nd day of August, 2023 and ordered to become effective upon the later of 30 days from the date of publication, or the approval and recordation of the Annexation Agreements, together with the Zoning Map for Sage Farms PUD.

TOWN OF WELLINGTON, COLORADO

By:_____
Calar Chausssee, Mayor

ATTEST:

_____
Ethan Muhs, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION – SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the **POINT OF BEGINNING.**

THENCE North 00° 46' 45" East along said Easterly Right of Way line of Colorado State Highway 1 a distance of 1067.20 feet to the Southerly line of that parcel of land described in Warranty Deed recorded June 5, 1979 in Book 1958, Page 277 of the Records of Larimer County;
THENCE South 89° 31' 04" East a distance of 280.00 feet to the Southeast Corner of that parcel of land described in said Warranty Deed recorded in Book 1958, Page 277;
THENCE North 00° 46' 45" East along the Easterly line and Northerly prolongation of said Warranty Deed parcel recorded in Book 1958, Page 277 a distance of 400.57 feet to the Northeast Corner of that parcel of land described in Special Warranty Deed recorded August 2, 1990 as Reception No. 19900033927 of the Records of Larimer County;
THENCE North 89° 31' 04" West along the Northerly line of that parcel of land described in said Special Warranty Deed recorded as Reception No. 19900033927 a distance of 280.00 feet to the Easterly Right of Way line of said Colorado State Highway 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 794.32 feet to an angle point;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line of Colorado State Highway 1 a distance of 331.59 feet to the Southerly line of the Prouty Annexation Map recorded October 14, 2005 as Reception No. 20050088016 of the Records of Larimer County said line being coincidental with the Southerly Right of Way line of G.W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly line a distance of 2596.36 feet to the Northerly prolongation of the Westerly line of the Winick Annexation recorded August 8, 2002 as Reception No. 2002084459 of the Records of Larimer County;
THENCE South 00° 41' 49" West along said Westerly line of the Winick Annexation and along the Westerly line of Lot 2, Owl Canyon MRD No.2-93 EX0290 recorded November 18, 1993 as Reception No. 19930086844 of the Records of Larimer County a distance of 2607.63 feet to the Northwest Corner of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 recorded October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93- EX0289 a distance of 2016.08 feet to a line parallel with and 629.31 feet

Northerly of the Southerly line of the Southwest Quarter of said Section 9 and the Easterly prolongation thereof;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 and the Easterly prolongation thereof a distance of 909.80 feet;
THENCE North 00° 41’ 49” East a distance of 908.66 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing North 25° 20’ 42” West a distance of 439.03 feet to a point of tangency;
THENCE North 51° 23’ 13” West a distance of 271.70 feet;
THENCE South 38° 36’ 47” West a distance of 303.93 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing South 19° 39' 06" West a distance of 974.79 feet to a Point of Tangency;
THENCE South 00° 41’ 25” West a distance of 308.47 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;
THENCE North 89° 18’ 35” West along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 40.00 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19- LAND3918;

THENCE North 89° 18' 40" West a distance of 700.76 feet;
THENCE North 49° 35' 39" West a distance of 64.49 feet to the Easterly Right of Way line of Colorado State Highway 1 and to the beginning point of a curve non-tangent to this course;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to end point of said curve;
THENCE North 00° 20' 25" East along a line non-tangent to the aforesaid curve a distance of 305.10 feet; THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 872.21 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet to the North line of the Southwest Quarter of said Section 9 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Sage Farms Annexation is 10,783,366 sq. ft. or 247.55 acres, more or less (±).

EXHIBIT B
LEGAL DESCRIPTION – VILLAGE AT SAGE FARMS ANNEXATION PARCEL

A parcel of land being a portion of Section Nine (9) and a portion of the North Half of Section Sixteen (16) , Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado:

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of Section 9 as bearing North 00° 46' 45" East a distance of 2623.43 feet with all other bearings contained herein relative thereto:

THENCE South 89° 22' 24" East along the Southerly line of the Northwest Quarter of said Section 9 a distance of 30.00 feet to the Easterly Right of Way line of Colorado State Highway 1;

The following five (5) courses are along the Easterly Right of Way lines and arcs of said Colorado State Highway 1.

THENCE South 01° 04' 25" West a distance of 328.34 feet;
THENCE South 02° 11' 06" East a distance of 872.21 feet;
THENCE South 02° 10' 54" East a distance of 185.49 feet;
THENCE South 00° 20' 25" West a distance of 305.10 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet, a Delta of 13° 57' 27" and is subtended by a Chord bearing South 12° 17' 52" West a distance of 288.20 feet to end point of said curve and to the Northerly line of Lot 1, Sipes M.L.D. #19-LAND3918 as recorded on November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;

The following two (2) courses are along the Northerly lines of said Lot 1, Sipes M.L.D. #19- LAND3918.

THENCE South 49° 35' 39" East a distance of 64.49 feet;
THENCE South 89° 18' 40" East a distance of 700.76 feet to the Northeast Corner of said Lot 1, Sipes
M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

THENCE South 89° 18’ 35” East along a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9 a distance of 40.00 feet;
THENCE North 00° 41’ 25” East a distance of 308.47 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 992.81 feet, said curve has a Radius of 1500.00 feet, a Delta of 37° 55' 22" and is subtended by a Chord bearing North 19° 39' 06" East a distance of 974.79 feet to a Point of Tangency;
THENCE North 38° 36’ 47” East a distance of 303.93 feet;
THENCE South 51° 23’ 13” East a distance of 271.70 feet to a point of curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05’ 03” and is subtended by a Chord bearing South 25° 20’ 42” East a distance of 439.03 feet to a point of tangency;
THENCE South 00° 41’ 49” West a distance of 908.66 feet to a line parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of said Section 9;

THENCE South 89° 18’ 35” East along said line being parallel with and 629.31 feet Northerly of the Southerly line of the Southwest Quarter of Section 9 a distance of 909.80 feet to the Westerly line of Lot 1, Owl Canyon MRD No.1-No.93-EX0289 as recorded on October 27, 1993 as Reception No. 19930079994 of the Records of Larimer County;
THENCE South 00° 42' 10" West along the Westerly line and Southerly prolongation of the Westerly line of said Lot 1, Owl Canyon MRD No.1-No.93-EX0289 a distance of 679.31 feet to a line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 and to the Southerly Right of Way line of Larimer County Road 58;

The following Four (4) courses are along the Southerly Right of Way lines of said Larimer County Road 58.

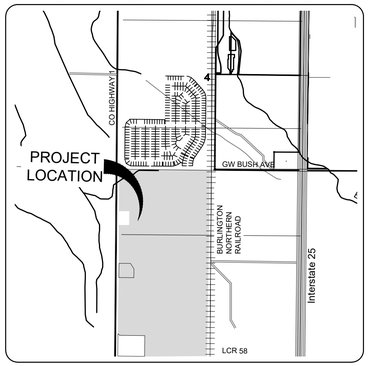
THENCE North 89° 18' 02" West along said line parallel with and 50.00 feet Southerly of the South line of the Southeast Quarter of Section 9 a distance of 24.99 feet;
THENCE North 89° 18' 35" West along a line parallel with and 50.00 feet Southerly of the South line of the Southwest Quarter of said Section 9 a distance of 296.94 feet;
THENCE North 00° 41' 25" East a distance of 20.00 feet to a line parallel with and 30.00 feet Southerly of said Southwest Quarter;
THENCE North 89° 18' 35" West along said line being parallel and 30.00 feet Southerly of the Southwest Quarter of Section 9 a distance of 1538.17 feet to the Southerly prolongation of the Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918;
THENCE North 00° 41' 25" East along the Southerly prolongation of the Easterly line, and along the true Easterly line of said Lot 1, Sipes M.L.D. #19-LAND3918 a distance of 659.31 feet to the Northeast Corner of Lot 1, Sipes M.L.D. #19-LAND3918 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Village at Sage Farms Annexation is 2,307,254 sq. ft. or 52.97 acres, more or less (±).

ZONING MAP FOR
SAGE FARMS P.U.D.

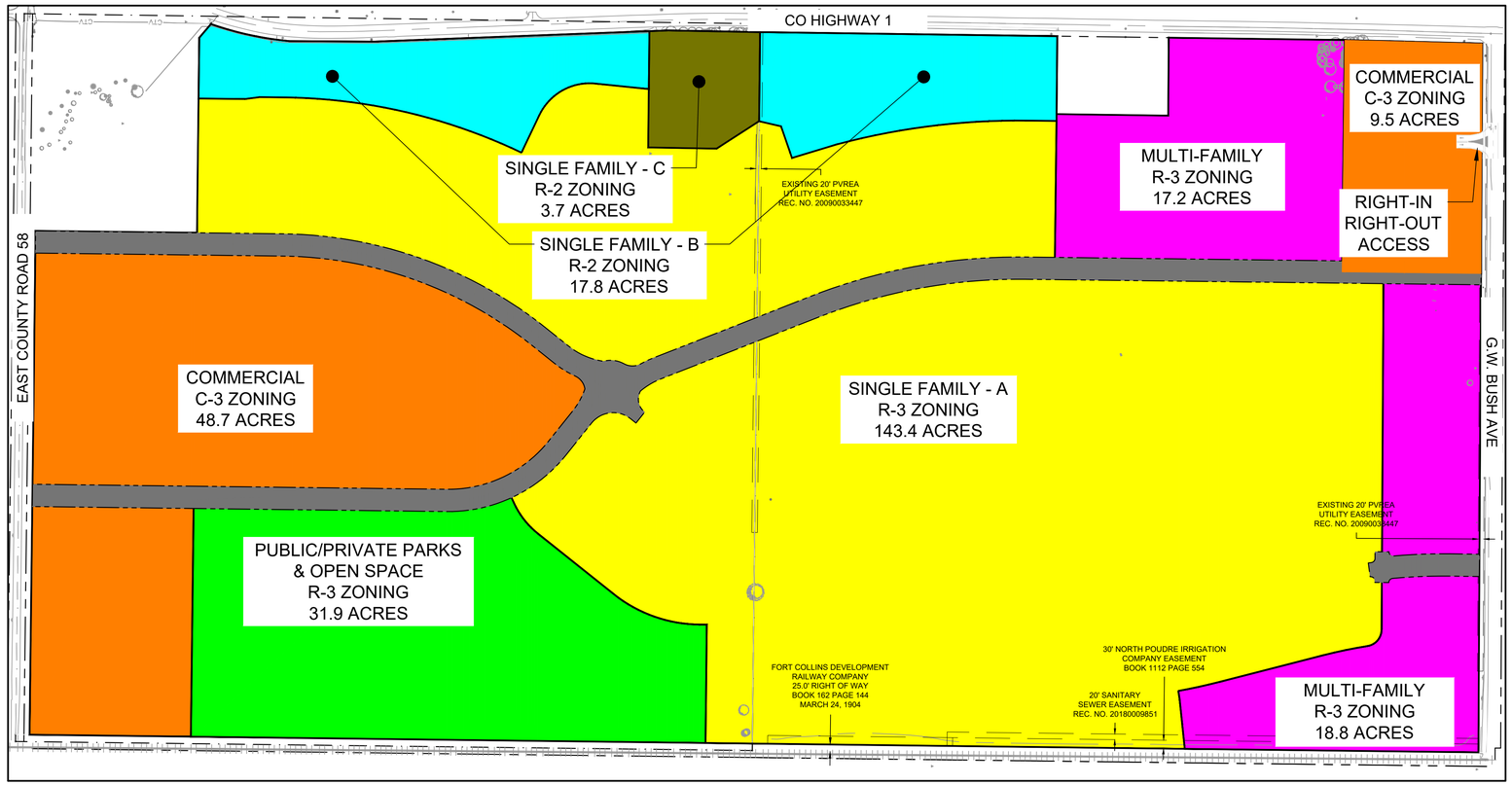
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

JANUARY 2023



NORTH

VICINITY MAP
1"=2000'



250 0 250 500 750 Feet

(IN FEET)
1 inch =250 ft.

PROJECT TEAM:

APPLICANT
FC Farm Holding, LLC and Sipes Farm Holding, LLC
Mr. Daren Roberson
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

SITE ENGINEER
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

LAND PLANNER
Pinecrest Planning and Design, LLC
Mr. Tom Dugan
4225 Westshore Way
Fort Collins, CO 80525
(970) 566-4714

SURVEYOR
Northern Engineering Services, Inc.
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

OWNERS
FC Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103
(971)
and

Sipes Farm Holding, LLC
Mr. Daren Roberson, Manager
395 Delozier Drive, #110
Fort Collins, CO 80524
(970) 224-3103

LEGAL DESCRIPTION

A parcel of land being the Northwest Quarter of Section Nine (9) and a portion of the Southwest Quarter of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado.

EXCEPTING THEREFROM the East 25.00 feet for railroad right of way.

ALSO EXCEPTING THEREFROM those parcels described in Deeds recorded April 20, 1964 in Book 1244 at Page 319, and June 5, 1979 in Book 1958 at Page 277, and August 2, 1990 as Reception No. 90033927, all of the Records of Larimer County.

TOGETHER WITH Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County.

Said described parcel contains a total of 12,783,626 sq. ft or 293.47 acres, more or less.

LEGEND

- MUTLI-FAMILY RESIDENTIAL - R-3
- SINGLE FAMILY RESIDENTIAL (A) - R-3
- SINGLE FAMILY RESIDENTIAL (B) - R-2
- SINGLE FAMILY RESIDENTIAL (C) - R-2
- COMMERCIAL - C-3
- PARKS/OPEN SPACE - R-3

LAND USE DATA

Land Use Type	Area (acres)	Maximum Density (units/acre)	Maximum GLA (sq. ft.)	Percent of Total Area (%)
Single Family - A	141.8	6.0		48.7%
Single Family - B	17.8	3.0		6.1%
Single Family - C	3.7	3.0		1.3%
Multi-Family	36.0	12.0		12.4%
Commercial	58.2	16.0	585,000	20.0%
Public/Private Parks & Open Space	33.6			11.5% (of Total) 16.8% (of Residential)
On-Site Total	291.0			100.0%
Additional Areas				
BNSF Right-of-way	6.1			
CR 58 Right-of-way	3.4			
Total	300.5			

Zoning: PUD - Planned Unit Development Overlay District

APPROVAL CERTIFICATES

PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____, 20____, by the Town Planning and Zoning Commission, Wellington, Colorado.

_____
Chairman

BOARD OF TRUSTEES CERTIFICATE

Approved this _____ day of _____, 20____, by the Board of Trustees, Wellington, Colorado. This approval is conditioned upon all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by other and not the towns.

_____
Mayor

No. Revisions: Date:
1 REVIEW SET NOT FOR CONSTRUCTION 06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a professional engineer in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
970.221.4158
northernengineering.com

DATE: 06/16/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: SFZ-1008
DESIGNED BY: S. Ritchie
DRAWN BY: S. Ritchie

SAGE FARMS

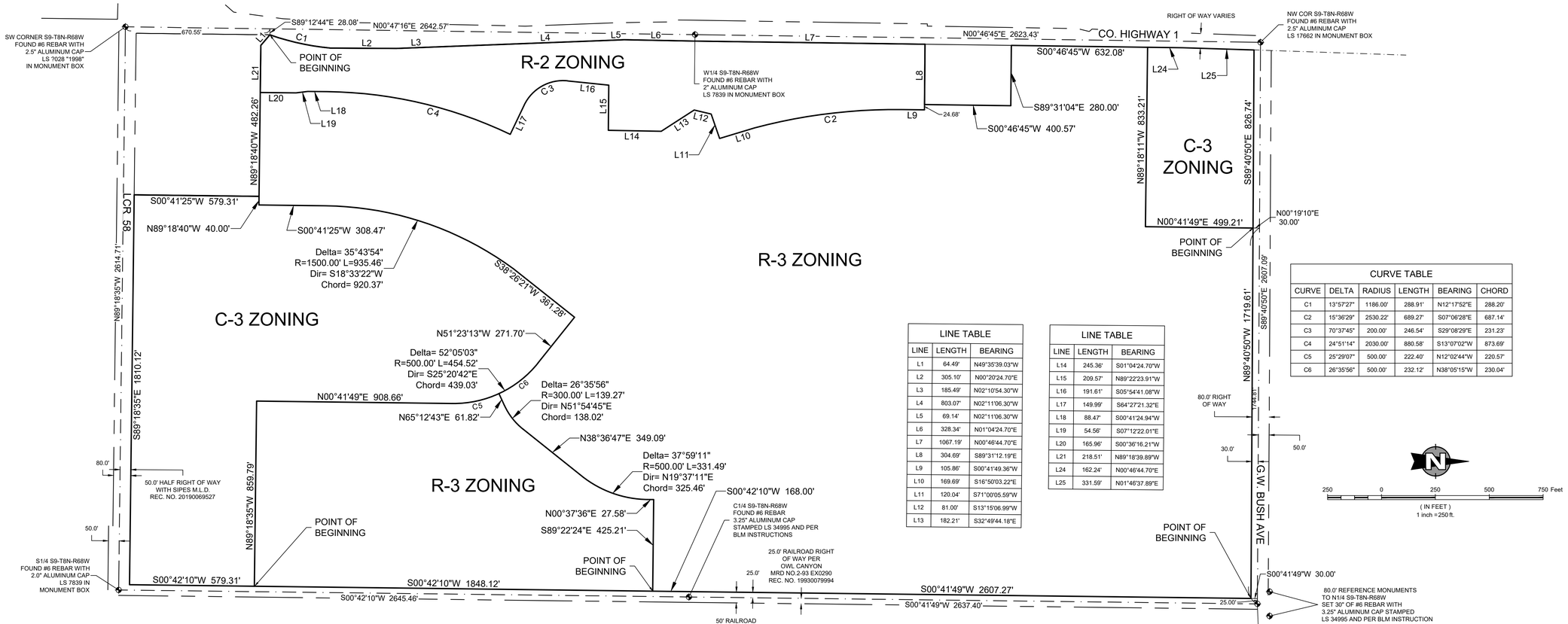
ZONING MAP

Sheet 1
1 of 4

DRAWING PATHNAME: C:\Users\JUGGAVA\Desktop\Local\Temp\AcPublish_48668\[WD-1008 Zoning Map.dwg LAYOUT NAME: LAND USE DATE: Jun 06, 2023 - 1:43pm CAD OPERATOR: ssteinke]
LIST OF REFS: [WD-1008_ALTA.dwg] [WD-1008_ALTA_STD.dwg] [WD-1008_ASBUILT.dwg] [WD-1008_ASBUILT_PLAT.dwg] [WD-1008_ASBUILT_PLAT_CONFIRMED.dwg] [Base Geometry] [WD-1008 AMENDMENT#2_CONFIRMED] [Base Geometry] [WD-1008 AMENDMENT#3]

ZONING MAP FOR
SAGE FARMS P.U.D.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
L1	64.49'	N49°35'39.03"W
L2	305.10'	N00°20'24.70"E
L3	185.49'	N02°10'54.30"W
L4	803.07'	N02°11'06.30"W
L5	69.14'	N02°11'06.30"W
L6	328.34'	N01°04'24.70"E
L7	1067.19'	N00°46'44.70"E
L8	304.69'	S89°31'12.19"E
L9	105.86'	S00°41'49.36"W
L10	169.69'	S16°50'03.22"E
L11	120.04'	S71°00'05.59"W
L12	81.00'	S13°15'06.99"W
L13	182.21'	S32°49'44.18"E

LINE TABLE		
LINE	LENGTH	BEARING
L14	245.36'	S01°04'24.70"W
L15	209.57'	N89°22'23.91"W
L16	191.61'	S05°54'41.08"W
L17	149.99'	S64°27'21.32"E
L18	88.47'	S00°41'24.94"W
L19	54.56'	S07°12'22.01"E
L20	165.96'	S00°36'16.21"W
L21	218.51'	N89°18'39.89"W
L24	162.24'	N00°46'44.70"E
L25	331.59'	N01°46'37.89"E

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	13°57'27"	1186.00'	288.91'	N12°17'52"E	288.20'
C2	15°36'29"	2530.22'	689.27'	S07°06'28"E	687.14'
C3	70°37'45"	200.00'	246.54'	S29°08'29"E	231.23'
C4	24°51'14"	2030.00'	880.58'	S13°07'02"W	873.69'
C5	25°29'07"	500.00'	222.40'	N12°02'44"W	220.57'
C6	26°35'56"	500.00'	232.12'	N38°05'15"W	230.04'

ZONE R-2 (SINGLE FAMILY RESIDENTIAL)

A parcel of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 9, being monumented by a No. 6 Rebar with a 2 1/2" aluminum cap Stamped "LS 7028 1998" in a monument box and assuming the West line of the Southwest Quarter of said Section 9 as bearing North 00° 47' 16" East a distance of 2642.57 feet, being monumented on the North by a #6 rebar with a 2" aluminum cap stamped "LS 7839" in a monument box with all bearings contained herein relative thereto.
THENCE North 00° 47' 16" East along said West line of the Southwest Quarter of Section 9 a distance of 670.55 feet;
THENCE South 89° 12' 44" East a distance of 28.08 feet to the beginning point of a curve non-tangent to this course and to the **POINT OF BEGINNING.**

The following 7 courses are along the Easterly Right of Way line of Hwy 1:
THENCE along the arc of a curve concave to the Northwest a distance of 288.91 feet, said curve has a Radius of 1186.00 feet and is subtended by a Chord bearing North 12° 17' 52" East a distance of 288.20 feet to a line non-tangent to this curve;
THENCE North 00° 20' 25" East a distance of 305.10 feet;
THENCE North 02° 10' 54" West a distance of 185.49 feet;
THENCE North 02° 11' 06" West a distance of 803.07 feet;
THENCE North 02° 11' 06" West a distance of 69.14 feet;
THENCE North 01° 04' 25" East a distance of 328.34 feet;
THENCE North 00° 46' 45" East a distance of 1067.19 feet;

THENCE North 89° 31' 12" East a distance of 304.69 feet;
THENCE South 00° 41' 49" West a distance of 105.86 to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet and is subtended by a Chord bearing South 07° 06' 28" East a distance of 687.14 to a line non-tangent to this curve;
THENCE South 16° 50' 03" East a distance of 169.69 feet;
THENCE South 71° 13' 00" West a distance of 20.04 feet;
THENCE South 70° 57' 30" West a distance of 100.00 feet;
THENCE South 13° 15' 07" West a distance of 81.00 feet;
THENCE South 32° 49' 44" East a distance of 182.21 feet;
THENCE South 01° 04' 25" West a distance of 245.36 feet;
THENCE North 89° 22' 24" West a distance of 209.57 feet;
THENCE South 05° 54' 41" West a distance of 191.61 to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet and is subtended by a Chord bearing South 29° 08' 29" East a distance of 231.23 to a Point of Tangency;
THENCE South 64° 27' 21" East a distance of 149.99 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet and is subtended by a Chord bearing South 13° 07' 02" West a distance of 873.69 to a Point of Tangency;
THENCE South 00° 41' 25" West a distance of 88.47 feet;
THENCE South 07° 12' 22" East a distance of 54.56 feet;
THENCE South 00° 36' 16" West a distance of 165.96 feet to a point on the Southerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 89° 18' 40" West along the said Southerly line of Lot 2 a distance of 218.51'
THENCE North 49° 35' 39" West along the said Southerly line of Lot 2 a distance of 64.49 feet to the **POINT OF BEGINNING**;

Said described parcels of land contains a total of 21.5 acres, more or less (±).

ZONE R-3 (MULTI-FAMILY RESIDENTIAL)

Two parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line prolongation a distance of 30.00 feet to the intersection of the Westerly line of said Railroad Right of Way and the South line of G.W. Bush Ave and to the **POINT OF BEGINNING;**

THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2607.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West a distance of 168.00 feet;
THENCE North 89° 22' 24" East a distance of 425.21 feet;
THENCE South 00° 37' 36" West a distance of 27.58 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing South 19° 37' 11" West a distance of 325.46 feet to a Point of Tangency;
THENCE South 38° 36' 47" West a distance of 349.09 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing South 51° 54' 45" West a distance of 138.02 feet to a Point of Tangency;
THENCE South 65° 12' 43" East a distance of 61.82 feet to a point on a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southwest a distance of 232.12 feet, said curve has a radius of 500.00 feet and is subtended by a Chord bearing North 38° 05' 15" West a distance of 230.04 feet to a Point of Tangency;
THENCE North 51° 23' 13" West a distance of 271.70 feet;
THENCE South 38° 26' 21" West a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35°43'54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency.
THENCE South 00° 41' 25" West a distance of 308.47 feet;
THENCE North 89° 18' 40" West distance of 40.00 feet to a point on the Southerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 89° 18' 40" West along the said Southerly line of Lot 2 a distance of 482.26 feet;
THENCE North 00° 36' 16" East a distance of 165.96 feet;
THENCE North 07° 12' 22" West a distance of 54.56 feet;
THENCE North 00° 41' 25" East a distance of 88.47 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 880.58 feet, said curve has a Radius of 2030.00 feet, a Delta of 024°51'14" and is subtended by a Chord bearing North 13° 07' 02" East a distance of 873.69 feet to a line non-tangent to this curve;
THENCE North 64° 27' 21" West a distance of 149.99 feet to a Point of Tangency;
THENCE along the arc of a curve concave to the Northeast a distance of 246.54 feet, said curve has a Radius of 200.00 feet, a Delta of 70°37'45" and is subtended by a Chord bearing North 29° 08' 29" West a distance of 231.23 feet to a line non-tangent to this curve;
THENCE North 05° 54' 41" East a distance of 191.61 feet;
THENCE North 89° 22' 24" East a distance of 209.57 feet;
THENCE North 01° 04' 25" East a distance of 245.36 feet;
THENCE North 32° 49' 44" West a distance of 182.21 feet;
THENCE North 13° 15' 07" East a distance of 81.00 feet;
THENCE North 71° 00' 06" East a distance of 120.04 feet;
THENCE North 16° 50' 03" West a distance of 169.69 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the East a distance of 689.27 feet, said curve has a Radius of 2530.22 feet, a Delta of 15°36'29" and is subtended by a Chord bearing North 07° 06' 28" West 687.14 feet to a line non-tangent to this curve;
THENCE North 00° 41' 49" East a distance of 105.86 feet;
THENCE North 89° 31' 12" West a distance of 24.68 feet;
THENCE North 00° 46' 45" East a distance of 400.57 feet;
THENCE North 89° 31' 04" West a distance of 280.00 feet;
THENCE North 00° 46' 45" East a distance of 632.08 feet;
THENCE South 89° 18' 11" East a distance of 833.21 feet;
THENCE North 00° 41' 49" East a distance of 499.21 feet to a point of the Southerly line of G.W. Bush Avenue being a line parallel to and 30.00 feet Southerly of the North line of the Northwest Quarter of said Section 9;
THENCE South 89° 40' 50" East along said Southerly line of G.W. Bush Avenue a distance of 1719.61 feet to the **POINT OF BEGINNING**;

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing North 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along the North line of said Section 9 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 168.00 feet to the **POINT OF BEGINNING;**

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 1848.12 feet;
THENCE North 89° 18' 35" West a distance of 859.79 feet;
THENCE North 00° 41' 49" East a distance of 908.66 to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 222.40 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 12° 02' 44" West a distance of 220.57 feet to a line non-tangent to this curve;
THENCE North 65° 12' 43" East a distance of 61.82 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 139.27 feet, said curve has a Radius of 300.00 feet and is subtended by a Chord bearing North 51° 54' 45" East a distance of 138.02 feet to a Point of Tangency;
THENCE North 38° 36' 47" East a distance of 349.09 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 331.49 feet, said curve has a Radius of 500.00 feet and is subtended by a Chord bearing North 19° 37' 11" East a distance of 325.46 feet to a Point of Tangency;
THENCE North 00° 37' 36" East a distance of 27.58 feet;
THENCE South 89° 22' 24" East a distance of 425.21 feet to the **POINT OF BEGINNING.**

Said described parcels of land contains a total of 175.3 acres, more or less (±).

ZONE C-3 (COMMERCIAL)

Multiple parcels of land for zoning purposes, being a portion of the West Half of Section Nine (9), Township Eight North (T.8N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 25.00 feet to the northerly prolongation of the Westerly Railroad Right of Way line;
THENCE South 00° 41' 49" West along said Westerly Railroad Right of Way line a distance of 2637.27 feet to the South line of the Northwest Quarter of said Section 9;
THENCE South 00° 42' 10" West along said Westerly Railroad Right of Way line a distance of 2016.12 feet to the **POINT OF BEGINNING;**

THENCE South 00° 42' 10" West continuing along said Westerly Railroad Right of Way line a distance of 579.31 feet to the Northerly Right of Way line of County Road 58 being parallel to and 50.00 feet Northerly of the South line of the Southwest Quarter of said Section 9;
THENCE North 89° 18' 35" West along said Northerly Right of Way line a distance of 1810.12 feet to the Northerly line of Lot 2, Sipes M.L.D. #19-LAND3918 recorded November 6, 2019 as Reception No. 20190069527 of the Records of Larimer County;
THENCE North 00° 41' 25" East along said Northerly line of Lot 2 a distance of 579.31 feet to the Northeast Corner of said Lot 2;
THENCE South 89° 18' 40" East a distance of 40.00 feet;
THENCE North 00° 41' 25" East a distance of 308.47 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 935.46 feet, said curve has a Radius of 1500.00 feet, a Delta of 35° 43' 54" and is subtended by a Chord bearing South 18° 33' 22" West a distance of 920.37 feet to a Point of Tangency;
THENCE North 38° 36' 47" East a distance of 303.93 feet;
THENCE South 51° 23' 13" East a distance of 100.00 feet;
THENCE North 38° 26' 21" East a distance of 361.28 feet to the beginning point of a curve non-tangent to this course;
THENCE along the arc of a curve concave to the Southwest a distance of 454.52 feet, said curve has a Radius of 500.00 feet, a Delta of 52° 05' 03" and is subtended by a Chord bearing South 25° 20' 42" East a distance of 439.03 feet to a Point of Tangency;
THENCE South 00° 41' 49" West a distance of 908.66 feet;
THENCE South 89° 18' 35" East a distance of 859.79 feet to the Westerly Railroad Right of Way line and to the **POINT OF BEGINNING.**

TOGETHER WITH

COMMENCING at the North Quarter Corner of Section 9, being monumented by a Mag Nail and Brass Tag stamped "LS 34995" and assuming the North line of the Northwest Quarter of said Section 9 as bearing N 89° 40' 50" West a distance of 2607.09 feet, being monumented on the West by a #6 rebar with a 2.5" aluminum cap stamped "LS 17662" with all bearings contained herein relative thereto.
THENCE North 89° 40' 50" West along said North line of the Northwest Quarter of Section 9 a distance of 1744.81 feet;
THENCE South 00° 19' 10" West along a line perpendicular to the aforesaid course a distance of 30.00 feet to the Southerly Right of Way line of G. W. Bush Avenue and to the **POINT OF BEGINNING.**

THENCE South 00° 41' 49" West a distance of 499.21 feet;
THENCE North 89° 18' 11" West a distance of 833.21 feet to the Easterly Right of Way line of Colorado State Highway No. 1;
THENCE North 00° 46' 45" East along said Easterly Right of Way line a distance of 162.24 feet;
THENCE North 01° 46' 38" East continuing along said Easterly Right of Way line a distance of 331.59 feet to the Southerly Right of Way line of G. W. Bush Avenue;
THENCE South 89° 40' 50" East along said Southerly Right of Way line a distance of 826.74 feet to the **POINT OF BEGINNING.**

Said described parcels of land contains a total of 58.21 acres, more or less (±).

Revisions: No. By Date:
REVIEW SET
NOT FOR CONSTRUCTION
06/15/22

These drawings are the property of Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521 970.221.4158
GREELEY: 820 8th Street, 80631 www.northernengineering.com

DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: 992-008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster

SAGE FARMS

LEGAL DESCRIPTIONS

Sheet 2
2 of 4

DRAWING FILENAME: S:\Survey Jobs\992-008\Dwg\Exhibits\992-008 Zoning Map-survey.dwg LAYOUT NAME: Legal Descriptions DATE: Jun 26, 2023 - 4:19pm CAD OPERATOR: sam
LIST OF XREFS: [992-008_xAU_LINE] [992-008_xAU_SITE] [992-008_xCURVE] [992-008_xLOT] [992-008_xSITE_A] [NES-disorder] [992-008 ANNEXATION_COMBINED] [Road Centerline] [NES-disorder-ANNEX] [992-008 Zoning Map]

ZONING MAP FOR
SAGE FARMS P.U.D.
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

A. STATEMENT OF INTENT

This **Zoning Map** is a PUD - Planned Unit Development Overlay District ("**PUD Zone**") to serve as a master-planned development under Land Use Code 15-3-50 for the zoning of the property consisting of approximately 291.1 acres within the serial annexations for **Sage Farms Annexation and Village at Sage Farms Annexation** to the Town of Wellington, Colorado ("**Town**").

This PUD Zone is a Site Specific Development Plan and a final development plan for this Planned Unit Development under Land Use Code 15-7-20 and under Colorado Revised Statutes Section 24-68-101 et. seq. for vested rights. The duration of the vested rights under this PUD Zone is twenty (20) years from the ordinance effective date for the following zone districts: Single-Family A - R-3 Residential Medium Density District; Single-Family B - R-2 Residential Low Density District; Single-Family C - R-2 Residential Low Density District; and, Multi-Family - R-3 Residential Medium Density District. ("**Residential Vested Rights Period**"). The duration of the vested rights under this PUD Zone is twenty-five (25) years from the ordinance effective date for the following zone districts: Commercial - C-3 Mixed-Use Commercial District; and, Park and Open Space - R-3 Residential Medium Density District ("**Commercial Vested Rights Period**").

This Mixed-Use PUD is intended to create a compatible variety of land uses that provide for a homogeneous development of mixed uses that are in keeping with the property's unique physical aspects including two existing irrigation water wells which can be used for non-potable irrigation of the developed property, access from two existing public roads and unique topography allowing drainage flows along the southeast portion of the property. This zoning map is also in compliance with the Town's Comprehensive Plan. The PUD Zoning Map supplements the underlying standard zone district with modification of lot size, bulk or type of use, density, lot coverage, open space or other considerations that are incompatible and inappropriate for the overall PUD Zone and that do not correspond with existing underlying standard zone district. Lot layout, road alignments and specific multi-family and commercial building siting will be refined at the time of platting with adjustments allowed for each specific development phase and market conditions.

B. ZONING

The zoning for the property is: **PUD - Planned Unit Development Overlay District.**

C. PROJECT SUMMARY CHART

Land Use	Acreage	Maximum Density per acre	Max GLA	% of Total Area
Single Family - A	141.8 acres	6 units/acre		48.7%
Single Family - B	17.8 acres	3 units/acre		6.1%
Single Family - C	3.7 acres	3 units/acre		1.3%
Multi-Family	36.0 acres	12 units/acre		12.4%
Commercial	58.2 acres	16 units/acre	585,000 sq. ft.	20.0%
Public/Private Parks & Open Space	33.6 acres			11.5% of total (16.8% of residential area)
TOTAL	291.1 acres		585,000 sq. ft.	100%

GLA is defined as "Gross Leaseable Area."

D. LAND USE STANDARDS

1. Permitted Uses; Prohibited Uses; Unlisted Uses; Use Specific Standards.

A. Permitted Uses.
Uses permitted in the PUD Zone shall be those uses permitted in the underlying standard zone district for the property unless specifically listed as prohibited or otherwise modified herein. The uses permitted in this PUD Zone are listed in the sections below. All uses for this PUD Zone are defined in Section J, Definitions. If a capitalized term is not defined in Section J or otherwise in this PUD Zone, the definitions in the Municipal Code of the Town of Wellington, Colorado ("**Code**") and the Land Use Code adopted March 22, 2022 (Ordinance No. 07-2022) ("**Land Use Code**") apply. The terms in this PUD Zone control in the event of a conflict with the Code or the Land Use Code.

B. Prohibited Uses.
Uses prohibited in the PUD Zone shall be those uses prohibited in the underlying standard zone district for the property unless specifically listed as permitted or otherwise modified herein. Development or use of a property for any other use not specifically allowed in this PUD Zone and approved under the appropriate process is prohibited.

C. Unlisted Uses.
If a proposed use is not specifically listed below, the Planning Director shall determine whether the use is permitted or not permitted. This determination shall be based upon the similarity in nature and character to one or more uses that are listed as permitted in each district under this PUD Zone. In making this determination, the Planning Director may refer for guidance to the factors set forth for unlisted uses in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to such factors adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period are applied consistently to all Town wide zoning districts.

D. Use-Specific Standards.
The uses permitted in each of the zoning districts established in this PUD Zone are listed below. Uses are designated as Permitted by Right (P) and as Conditional Uses (C). The list of permitted uses also provides a reference to any use-specific standards by including the designation (Y). If applicable, the use specific standards are set forth in Section 15-4-30 of the Land Use Code, as may be amended, provided that any amendment to a use specific standard adopted during the Residential Vested Rights Period or the Commercial Vested Rights Period are uniformly applied in all similar zone districts within the Town. Approval of a use listed in this PUD Zone, and compliance with any applicable use-specific standards for that use, authorizes that use only.

2. Single-Family A - R-3 Residential Medium Density District

A. Statement of Intent
This land use area is intended to provide for the development of Single-Family Detached Dwellings and Single-Family Attached Dwellings including Parks, Open space, trail systems, and green belts.

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-3 Residential Medium Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Single-Family Detached Dwellings (including up to six Single-Family Detached Dwellings utilizing the same Alley for vehicular access) (P)
3. Single-Family Attached Dwellings (including up to six Single-Family Attached Dwellings per Building; Alley loaded Single-Family Attached Dwellings are allowed) (P)
4. Community Facility (P)
5. Religious Land Use (C)
6. Civic Space (C)
7. Accessory Building but not to exceed 80 square feet (P)
8. Accessory Dwelling Units (C) (Y)
9. Accessory Use (P)
10. Home Occupation (P)
11. Attached or detached garages or carports and paved parking areas (P)
12. Parks and Open space, public or private (P)
13. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Multi-Family Dwelling
2. Bed and Breakfast
3. Boarding and Rooming House
4. Long-Term Care Facilities

D. Development Standards
1. Minimum Front Setback:20 feet to garage, 15 feet to front of unit, 10 feet for rear or Alley loaded garages
2. Minimum Side Setback: 5 feet for detached units; 0 feet for attached units
3. Minimum Rear Setback: 15 feet, 5 feet for rear or Alley loaded garage
4. Minimum Lot Width: 35 feet for detached units; 25 feet for an attached dwelling
5. Minimum Distance Between Buildings 10 feet

3. Single Family B - R-2 Residential Low Density District

A. Statement of Intent
This land use area is intended to provide for the development of Single-Family Detached Dwellings including Parks and Open space, trail systems and green belts.

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Single Family Detached Dwellings (P)
3. Attached or detached garages or carports and paved parking areas (P)
4. Community Facility (P)
5. Religious Land Use (C)
6. Civic Space (C)
7. Accessory Buildings but not to exceed 80 square feet (P)
8. Accessory Dwelling Units (P) (Y)
9. Accessory Use (P)
10. Home Occupation (P)
11. Parks and Open space, public or private (P)
12. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Single Family Attached Dwellings
2. Golf course

D. Development Standards

1.	Minimum Lot Size:	10,000 sf
2.	Minimum Front Setback:	25 feet
3.	Minimum Rear Setback:	25 feet
4.	Minimum Side Setback:	10 feet
5.	Minimum Distance from Hwy. 1 ROW	50 feet

4. Single Family C - R-2 Residential Low Density District

A. Statement of Intent
This land use area is intended to allow for the continued use of the existing agricultural uses and to allow for the development of Single-Family Detached Dwellings at some time in the future.

B. Uses Permitted
1. Agriculture but excluding Livestock, dairy, poultry, bee and Stable uses.
2. The storage of agricultural machinery and equipment needed in the production of agricultural products, and the storage of harvested products before wholesale distribution.
3. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-2 Residential Low Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not prohibit a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
4. Single Family Detached Dwellings (P)
5. Attached or detached garages or carports and paved parking areas (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Buildings but not to exceed 80 square feet (P)
10. Accessory Dwelling Units (P) (Y)
11. Accessory Use (P)
12. Home Occupation (P)
13. Parks and Open space, public or private (P)
14. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Single Family Attached Dwellings
2. Golf course

D. Development Standards

1.	Minimum Lot Size:	10,000 sf
2.	Minimum Front Setback:	25 feet
3.	Minimum Rear Setback:	25 feet
4.	Minimum Side Setback:	10 feet
5.	Minimum Distance from Hwy. 1 ROW	50 feet

1. Multi-Family - R-3 Residential Medium Density District

A. Statement of Intent
1. This land use area is intended to provide for the development of Multi-Family Dwellings, Single-Family Attached Dwellings and Single-Family Detached Dwellings

B. Uses Permitted
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the R-3 Residential Medium Density District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Multi-Family Dwellings (P)
3. Single-Family Attached Dwellings (P)
4. Single-Family Detached Dwellings (P)
5. Multitenant building or development (P)
6. Community Facility (P)
7. Religious Land Use (C)
8. Civic Space (C)
9. Accessory Building but not to exceed 80 square feet (P)
10. Accessory Dwelling Units (C) (Y)
11. Accessory Use (P)
12. Home Occupation (P)
13. Attached or detached garages or carports and paved parking areas (P)
14. Parks and Open space, public or private (P)
15. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Bed and Breakfast
2. Boarding and Rooming House
3. Long-Term Care Facilities

D. Development Standards

1.	Maximum Density	12 units per acre
2.	Minimum Front Setback:15 feet for detached units;	10 feet for attached units
3.	Minimum Setback to Garage	20 feet from front loaded; 5 feet rear or Alley loaded
4.	Minimum Side Setback:	5 feet for detached units; 0 feet for attached units
5.	Minimum Rear Setback:	5 feet
6.	Minimum Distance between Buildings	10 feet
7.	Minimum Distance from Hwy. 1 ROW	20 feet

2. Commercial - C-3 Mixed-Use Commercial District

A. Statement of Intent
This land use area is intended to provide for the development of a mixed-use neighborhood business and commercial shopping center which allows the convenience of these services to the neighborhoods that it serves creating a self-sustaining neighborhood.

B. Permitted Uses
1. Unless specifically listed as permitted, specifically listed as prohibited, or otherwise modified herein, all permitted uses and conditional uses are allowed as determined under the C-3 Mixed-Use Commercial District, pursuant to the Land Use Code as may be amended, provided that any amendments may not eliminate a use specifically listed as permitted, allow a use specifically listed as prohibited, or otherwise modify the definition of a use defined herein
2. Mixed-Use Dwelling (P)
3. Multi-Family Dwelling (P)
4. Multitenant building or development (P)
5. Grocery Stores, including Grocery Stores exceeding twenty-five thousand (25,000) square feet (P) (Y)
6. Child Care Center (P)
7. Long-Term Care Facilities (P)
8. Medical Care Facility (P)
9. Medical Office (P)
10. Accessory Dwelling Unit (P) (Y)
11. Accessory Use (P) (Y)
12. Home Occupation (P) (Y)
13. Sign, subdivision entrance (P)

C. Prohibited Uses
1. Boarding and Rooming House
2. Veterinary Facilities, Large animal
3. Golf Course
4. Pawn Shop
5. Medical Marijuana Store
6. Retail Marijuana Store
7. Industrial Manufacturing, Light
8. Industrial Manufacturing, Heavy
9. Golf Course

D. Development Standards
1. Minimum setbacks from:
a. Arterial streets 25 feet
b. Other streets 10 feet
2. Minimum internal setbacks from lot lines 0 feet
3. Minimum setbacks from external property lines 15 feet
4. Minimum distance between structures 15 feet
5. Maximum Residential Density 16 units/acre

3. Parks and Open Space - R-3 Residential Medium Density District

A. Statement of Intent
This land use area is intended to preserve and use land for both public and private recreational uses.

B. Permitted Uses
1. Parks and Open space, public or private, including active and passive recreation activities including swimming pools, tennis and basketball courts, ball fields and soccer fields, and the like. (P)
2. Accessory Building including service buildings and facilities normally incidental to the use of a public park and recreational area (P)
3. Public and private utility installations including storm drainage and detention/retention areas, and irrigation ponds (P)
4. Mixed-Use Dwellings (C)
5. Multi-Family Dwellings (C)
6. Multitenant building or development (C) (Y)
7. Community Facility (C) (Y)
8. Home Occupation (P) (Y)
9. Accessory Uses (C) (Y)

C. Prohibited Uses
1. Single-Family Attached Dwellings
2. Single-Family Detached Dwellings
3. Bed and Breakfast
4. Boarding and Rooming House
5. Long-Term Care Facilities
6. Civic Space

D. Development Standards
1. Minimum Lot Size - There shall be no minimum lot size for open space areas though a minimum of 20% of the site excluding the commercial parcels shall by designated as Parks and Open space (both public and private).
2. Pocket Parks - There shall be a minimum of one pocket park for each 200 Single-Family Detached Dwellings.

E. PARKING STANDARDS

1. Off Street Parking Requirements - shall comply per section 5.05.07 of the Town Land Use Code as amended from time to time with the exception of any one-bedroom dwelling units which shall be allowed to have a minimum of one off street parking space per unit.

F. AUXILLARY USE STANDARDS

1. Pedestrian Paths/Trails
Paths and trails shall be provided within park/open space areas and to link, where feasible, between residential and commercial use areas and open space. Such paths shall consist of asphalt, concrete, or other approved materials and range from 5 to 10 feet in width. Such paths shall be maintained by a homeowner's association, the Town of Wellington and/or special improvement district depending upon location, subject to approval by such entity.

G. MISCELLANEOUS REQUIREMENTS

1. Pollution Control
Areas disturbed during construction shall be treated in such a manner so as to minimize the impacts of erosion and dust pollution. No other polluting activity shall be permitted on a permitted basis.
2. Temporary Uses
Temporary trailers and/or residential units may be used as sales or construction offices during the sales and construction period in accordance with Section 15-4-50 and all applicable permits. Temporary material storage, concrete batch plants and other temporary construction uses may be permitted during the construction period provided such activities are secured and in accordance with Section 15-4-50 and all applicable permits. Such temporary uses shall terminate 90 days after construction of the final building within the project.
3. Buffering
Buffering adjacent to the commercial use areas shall be utilized to minimize the impacts of vehicular noise on adjacent residential areas. Commercial structures shall be placed in such a fashion to further buffer the parks and traveled areas. Where differing land uses abut one another, buffering techniques shall be implemented to diffuse any negative impacts. These buffering techniques and their locations shall be determined at the time of platting and subdivision approvals.
4. Zoning Boundaries
The zoning boundaries may be modified or changed by a maximum of 10% with an administrative approval by the Town's Planning Director though the overall densities or total Gross Leaseable Area (GLA) shall not exceed the maximum amounts as listed on this PUD Zone.

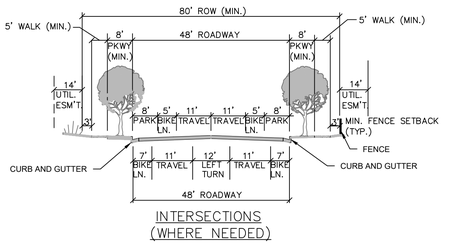
H. PUD OVERLAY DISTRICT JUSTIFICATION

This PUD Zone is a mixed-use site development plan for property controlled by two affiliated landowners and under a unified plan of development for an anticipated number and density of residential dwelling units and commercial uses. It creates a compatible variety of land uses that provide for a homogeneous neighborhood of mixed uses and affordable housing that are in keeping with the property's unique, site specific topography for stormwater systems and two independent nonpotable irrigation systems that will be utilized consistent with historical water well usage. The northern portion of the property is currently adjoining public infrastructure sufficient to facilitate anticipated, existing market demand for residential dwelling units and commercial uses. Southern portion of the property is not currently served by public infrastructure sufficient to support development consistent with the objectives set forth in the Town Comprehensive Plan. The PUD Zone and vested property rights are necessary and desirable in order to ensure reasonable certainty and stability for the development of the property; stimulate economic growth consistent with the Town Comprehensive Plan; secure a reasonable investment-backed expectation over the lengthy timeframe anticipated to complete development of the residential neighborhoods and commercial uses; and, to foster public and private cooperation necessary to fund and then complete the community wide impact studies for the design, permitting, and construction of the anticipated off-site public infrastructure improvements to support development of the commercial uses in southern portions of the property consistent with the Town Comprehensive Plan. To accomplish these objectives, the PUD Zone overlays and modifies specific terms of the underlying standard zone district which do not correspond in lot size, bulk or type of use, density, lot coverage, open space and other considerations. The PUD Zone also allows for:

- the existing agricultural uses to continue to be permitted in the Single-Family C use area.
- modifies the R-3 Residential Medium Density zone allowing a reduction in the maximum density allowed in the Single-Family A use area.
- modifies the R-2 Residential Low Density zone allowing an increase the minimum lot size for Single-Family B and Single-Family C use areas.
- modifies the R-2 Residential Low Density zone allowing a reduction in the maximum density allowed in the Single-Family B and Single-Family C use areas.
- modifies the R-3 Residential Medium Density zone allowing for Multi-Family Dwellings and multitenant building or development in the Multi-Family - R-3 use area.
- creates vested rights for Mixed-Use Dwellings and Multi-Family Dwellings in the Commercial C-3 zone area.
- allows for the PUD Zone to permit additional uses that are not permitted uses in the underlying zone district consistent with the unified plan of development.
- allows the PUD Zone to prohibit and restrict specific uses that are allowed in specified areas in the underlying zone district consistent with the unified plan of development.
- allows for modifications of the Town's current road and street standards allowing narrower streets and also allowing public and private Alleys to serve the residential and commercial use areas thereby reducing development costs and making housing more affordable.

I. STREET and ROADWAY STANDARDS

- See details on the right side of this sheet



INTERSECTIONS (WHERE NEEDED)

ROADWAY WIDTH: 48'

RIGHT OF WAY WIDTH: 80' (MIN.) PLUS 28' (MIN.) UTILITY EASEMENT

TRAVEL LANES: TWO LANES, 11' WIDE.

LEFT TURN LANES: 12' WIDE AT INTERSECTIONS WHERE NEEDED.

BIKE LANES: TWO LANES, 5' WIDE. (7' WIDE WHERE ADJACENT TO CURB)

PARKING: TWO LANES, 8' WIDE; PARKING MAY BE REMOVED AT CERTAIN LOCATIONS TO PROVIDE A LEFT TURN LANE AT INTERSECTIONS WHERE NEEDED.

PARKWAY: 8' (MIN.) WIDTH. ADDITIONAL WIDTH OPTIONAL.

SIDEWALK: 5' (MIN.) WIDTH. ADDITIONAL WIDTH MAY BE REQUIRED FOR HIGHER PEDESTRIAN TRAFFIC WITHIN AND LEADING TO ACTIVITY AREAS.

MEDIAN: IF MEDIANS ARE PROPOSED THEY MUST BE ACCEPTABLE TO THE TOWN.

WHERE USED: THESE SPECIFICATIONS SHALL APPLY AS REQUIRED BY THE TOWN, WHEN A COLLECTOR STREET IS SHOWN ON THE MASTER STREET PLAN OR WHEN THE TRAFFIC VOLUME ON THE STREET IS ANTICIPATED TO BE IN THE RANGE OF 2,500 TO 3,500 VEHICLES PER DAY.

DESIGN SPEED: 40 MPH

SPEED LIMIT: 25-30 MPH

ACCESS: NO LIMIT

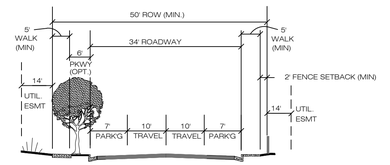
FENCES: FENCES SHALL BE SETBACK A MINIMUM OF 3' FROM THE BACK EDGE OF THE SIDEWALK.

CURB AND GUTTER: VERTICAL CURB AND GUTTER, OR DRIVEOVER IF APPROVED BY THE TOWN.

STRIPING: STRIPE INTERSECTION APPROACHES ONLY.

STREET TREES: AS SHOWN ON LANDSCAPING PLAN TO BE APPROVED BY TOWN. REQUIRED SPACING IS 40' O.C.

001 MINOR COLLECTOR STREET — NOT TO SCALE



ROADWAY WIDTH: 34' WIDE (WITH PARKING).

RIGHT OF WAY WIDTH: 50' (MIN.) PLUS 28' (MIN.) UTILITY EASEMENT.

BIKE LANES: SHARE STREET.

PARKING: TWO LANES 7' WIDE SHARED WITH BIKES.

PARKWAY: NOT REQUIRED. 6' (MIN.) WIDTH WHERE USED.

SIDEWALK: 5' (MIN.) WIDTH ATTACHED OR DETACHED. ADDITIONAL WIDTH MAY BE REQUIRED WITHIN AND LEADING TO ACTIVITY AREAS.

MEDIAN: NONE. ADDITIONAL WIDTH REQUIRED FOR DEVELOPMENT REQUESTING MEDIANS.

DESIGN SPEED: 25 MPH

SPEED LIMIT: 25 MPH

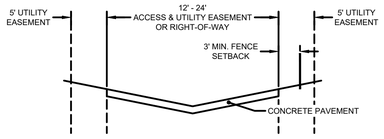
ACCESS: NO LIMIT.

FENCES: SETBACK A MINIMUM OF 2' FROM THE EDGE OF THE SIDEWALK.

PARKWAY LANDSCAPING: TREE, LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.

CURB AND GUTTER: VERTICAL, ROLLOVER, OR DRIVEOVER.

002 RESIDENTIAL LOCAL STREET — NOT TO SCALE



Roadway Width: 12' to 24' (20' width required for commercial and industrial areas).

Access Easement or Right-of-Way Width: 12' to 24' (20' width required for commercial and industrial areas).
Parking: None. Parking must be provided on private property.

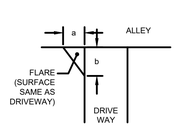
Design Speed: 15 MPH.

Speed Limit: 15 MPH.

Driveway Connections to Alleys: Driveway connections to alleys must be flared in accordance with Detail 1.

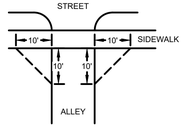
Alley Connections to Streets: Where an alley intersects the right-of-way for a street 10' x 10' corner cuts shall be dedicated as access easement or right-of-way for visibility as shown in Detail 2. These areas may be landscaped no higher than 12'. No fences may encroach into this area.

Continuity: Dead-end alleys are limited in length to 660 feet.



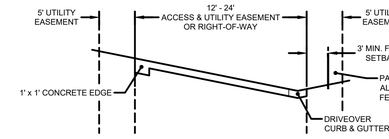
Alley Width (FT.)	Driveway Flare a (FT.)	Driveway Flare b (FT.)
24	0	0
20	0	0
18	2'-0"	6'-0"
16	4'-0"	8'-0"
14	5'-0"	8'-0"
12	6'-0"	8'-0"

DETAIL 1



DETAIL 2

003 ALLEY OPTION A (DRAINAGE TO CENTER) — NOT TO SCALE



Roadway Width: 12' to 24' (20' width required for commercial and industrial areas).

Access Easement or Right-of-Way Width: 12' to 24' (20' width required for commercial and industrial areas).
Parking: None. Parking must be provided on private property.

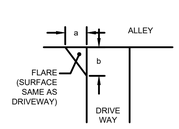
Design Speed: 15 MPH.

Speed Limit: 15 MPH.

Driveway Connections to Alleys: Driveway connections to alleys must be flared in accordance with Detail 1.

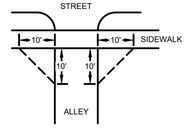
Alley Connections to Streets: Where an alley intersects the right-of-way for a street 10' x 10' corner cuts shall be dedicated as access easement or right-of-way for visibility as shown in Detail 2. These areas may be landscaped no higher than 12'. No fences may encroach into this area.

Continuity: Dead-end alleys are limited in length to 660 feet.



Alley Width (FT.)	Driveway Flare a (FT.)	Driveway Flare b (FT.)
24	0	0
20	0	0
18	2'-0"	6'-0"
16	4'-0"	8'-0"
14	5'-0"	8'-0"
12	6'-0"	8'-0"

DETAIL 1



DETAIL 2

004 ALLEY OPTION B (DRAINAGE TO ONE SIDE) — NOT TO SCALE

DRAWING FILENAME: C:\Users\AUSTIN~1\AppData\Local\Temp\AcPublish_42864\SAGE_ZONE Zoning Map.dwg LAYOUT NAME: Standard DATE: Jun 29, 2023 - 1:47pm CAD OPERATOR: austinbrix
XREF'S ATTACHED: [No] - dwg, ALLLINE-1.DWG] [No] - dwg, ALLSITE.DWG] [No] - dwg, ACPUBLISH_42864.DWG] [No] - dwg, SAGE_ZONE Zoning Map.dwg] [No] - dwg, ALLLINE-1.DWG] [No] - dwg, ALLSITE.DWG] [No] - dwg, ANNOXREFS_combined.DWG] [Note: Overlaid on Top] [No] - dwg, ANNOXREFS_combined.DWG]

No.	Revisions:	Date:
	REVIEW SET NOT FOR CONSTRUCTION	06/15/22

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by the engineer of record in the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
FORT COLLINS: 301 North Howes Street, Suite 100, 80521
GREELEY: 820 8th Street, 80631
970.221.4158
northernengineering.com

DATE: 06/26/2023
SCALE: 1"=250'
REVIEWED BY: S. RITCHIE
PROJECT: 932-008
DESIGNED BY: A. Wurster
DRAWN BY: A. Wurster

SAGE FARMS

STANDARDS

Sheet 3
3 of 4

ZONING MAP FOR
SAGE FARMS P.U.D.
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF WELLINGTON, COUNTY OF LARIMER, STATE OF COLORADO

J. DEFINITIONS

Accessory Building. A subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, which is located on the same lot (or on a contiguous lot in the same ownership) with the main building or use.

Accessory Dwelling Unit. An additional dwelling unit integrated within a single-family dwelling, or located in a detached accessory building, such as carriage houses or agricultural-type out buildings, located on the same lot as single-family dwellings. An Accessory Dwelling Unit is not counted as a dwelling unit in calculating the allowed density per acre in a zone district.

Accessory Use. A subordinate use, clearly incidental and related to the main structure, building or use of land and located on the same lot (or on a contiguous lot in the same ownership) as that of the main structure, building or use.

Alley. A paved constructed vehicular access way serving one (1) or more properties and abutting a public or private road. An Alley may be a public or private access way. An Alley may satisfy, but does not need to satisfy, emergency access requirements.

Agriculture. The use of land for accessory uses for treating or storing farm products and equipment.

Bed and Breakfast. An establishment operated in a private residence or portion thereof, which provides temporary accommodations to overnight guests for a fee, and which is occupied by the operator of such establishment.

Boarding and Rooming House. A building or portion of which is used to accommodate, for compensation, four (4) or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building.

Building means any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which is governed by the following characteristics:

a) Is permanently affixed to the land.
b) Has one (1) or more floors and a roof.

Child Care Center. A facility, by whatever name known, which is maintained for the whole or part of a day for the care of seven (7) or more children under the age of sixteen (16) years who are not related to the owner, operator or manager, whether such facility is operated with or without compensation for such care and with or without stated educational purposes, except that a childcare center shall not include any family child care home as defined by the State. The term includes, but is not limited to, facilities commonly known as day care centers, day nurseries, nursery schools, preschools, play groups, day camps, summer camps, centers for developmentally disabled children and those facilities which give twenty-four-hour-per-day care for dependent and neglected children. Child care centers are also those facilities for children under the age of six (6) years with stated educational purposes which are operated in conjunction with a public, private, or parochial college or a private or parochial school, except that the term shall not apply to a kindergarten maintained in connection with a public, private, or parochial elementary school system of at least six (6) grades.

Civic Space. Public or quasi-public uses in residential or business areas that are accessible to the public and primarily serve as gathering or meeting areas for the immediate community, or reserved as open space that provides a community amenity or promotes environmental or ecological functions. Civic spaces may be public buildings; defined space in residential, commercial, or mixed-use buildings; or outdoor space constructed to accommodate community gatherings. They can be the settings where celebrations are held, where social and economic exchanges take place, where friends run into each other, and where cultures mix. Civic spaces include active or passive recreational uses, nature and recreation trails, nature preserves (such as wildlife sanctuaries, conservation areas, and game preserves), cultural amenities (e.g. fountains, ice rinks, reflecting pools), open spaces, parks, squares, plazas, playgrounds, or memorial parks. This includes any of the following as defined below:

a) Active recreation: Recreational uses requiring constructed facilities for organized activities, such as playing fields, ball courts, and playgrounds.

b) Dog park: A park that provides a variety of recreational amenities for dogs and persons that may include benches, parking, restrooms, and water fountains. If dogs are to be unleashed, the area must be fenced.

c) Community space: Buildings or facilities that provide gathering places, such as community centers, property owner association meeting spaces, or clubhouses.

d) Open space: Areas of trees, shrubs, lawns, grass, pathways and other natural and man-made amenities not within individual building lots, set aside for the use and enjoyment of residents, visitors and other persons, unoccupied by buildings or facilities unless related to recreational activities. Generally, open space is intended to provide light and air and is designed for either scenic or recreational purposes. For the purpose of this Code, open space includes active recreation space, common open space, and dedicated open space.

e) Park or plaza: An open space which may be improved and landscaped; usually surrounded by streets and buildings.

f) Urban deck: A platform for landscaped greens or engineered to accommodate buildings, which spans over major roadways. The intent of an urban deck is to create and enable pedestrian movement across an otherwise, typically impenetrable barrier, and to provide space for activity that can link both sides of the roadway.

g) Wetlands mitigation bank: A natural resource management technique authorized by Part 404 of the Federal Clean Water Act, or other state or federal law, as applicable, using wetland preservation, restoration, creation and/or enhancement to offset or replace wetland functions that are lost due to development. Wetland mitigation banks are typically large areas of wetlands operated by private or public entities, which may sell credits to other entities to compensate for wetland loss or impact at development sites or enter into other similar arrangements.

Code means the Municipal Code of the Town, including this Land Use Code.

Community Facility. A place, structure, area, or other facility used to provide fraternal, cultural, social, educational, or recreational programs or activities. This includes swimming pools, tennis courts, and similar facilities of a homeowners association, open to the public or a designated part of the public, and which may be publicly or privately owned.

Dwelling means a building used exclusively for residential occupancy, including single-family dwellings, two-family dwellings and multi-family dwellings.

Dwelling unit means one (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling or mixed-use building.

Dwelling, two-family or duplex means a building occupied by two (2) families living independently of each other.

Golf Course. A tract of land laid out with a course having nine (9) or more holes for playing golf, including any accessory clubhouse, driving range, offices, restaurant, concession stand, picnic tables, pro shop, maintenance facilities, or similar accessory uses or structures.

Grocery Store. A retail establishment primarily selling food, as well as other convenience and household goods, without a limitation on the number of square feet of the Building structure.

Group Home state-licensed facilities for developmentally disabled, handicapped, seniors or children as defined by and meeting the requirements of Section 31-23-303(2), C.R.S., or similar state statute.

Home Occupation. An occupation or business activity which results in a product or service and is conducted in whole or in part in a dwelling unit and is subordinate to the residential use of the dwelling unit. Home Occupation shall not include home offices for telecommuting and similar uses with no customer, client, or coworker visits.

Industrial and Manufacturing, Heavy. Manufacturing of paper, chemicals, plastics, rubber, cosmetics, drugs, nonmetallic mineral products (such as concrete and concrete products, glass), primary metals, acetylene, cement, lime, gypsum or plaster-of-Paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins, electrical equipment, appliances, batteries, and machinery. This group also includes asphalt mixing plants, concrete mixing plants, smelting, animal slaughtering, oil refining, and magazine contained explosives facilities.

Industrial and Manufacturing, Light. Manufacturing of products, from extracted, raw, recycled or secondary materials, including bulk storage and handling of those products and materials, or crushing, treating, washing, and/or processing of materials. This includes similar establishments, and businesses of a similar and no more objectionable character. It also includes incidental finishing and storage. Goods or products manufactured or processed on-site may be sold at retailor wholesale on or off the premises. This does not include any activity listed under Industrial and Manufacturing, Heavy. Examples of general manufacturing include the manufacture or production of the following goods or products: apparel (including clothing, shoes, dressmaking); boats and transportation equipment; brooms; caskets; communication or computation equipment; dairy products; die-cut paperboard and cardboard; drugs, medicines, pharmaceutical; electrical equipment or machinery; farm machinery; fasteners and buttons; feed and grain; food/baking(including coffee roasting, creameries, ice cream, ice, frozen food, confectionery, and beverages);fruit and vegetable processing, canning and storage; gaskets; glass products made of purchased glass; household appliances; industrial controls; leather and allied products; lithographic and printing processes (including printing plants as defined below); mattresses; medical equipment and supplies; medicines; mill work and similar woodwork; mobile homes; musical instruments; novelties; office supplies; optical goods; photographic equipment; prefabricated and modular housing and components; printing and print supplies (including printing plants); 3-D printing, radio and TV receiving sets; sanitary paper products; scientific and precision instruments; service industry machines; signs; textiles (including dyeing, laundry bags, canvas products, dry goods, hosiery, millinery); tobacco products; toys, sporting and athletic goods; and watches and clocks. A "printing plant" means a facility devoted to printing or bookbinding, including related large-scale storage and transshipment.

Land Use Code means Chapter 15 of the Town of Wellington Municipal Code.

Livestock includes horses, cattle, sheep and llamas, but does not include swine, chickens, goats, roosters, fowl, peacocks, guinea hens or other animals not allowed to be maintained within the Town by this Code (except that swine, chickens, goats, roosters, fowl, peacocks or guinea hens maybe permitted with the Board of Trustees' approval in isolated circumstances, including for 4-H-type projects that do not unreasonably impact neighbors).

Long-term care facility means any of the following:

a) Convalescent center means a health institution that is planned, organized, operated and maintained to offer facilities and services to in-patients requiring restorative care and treatment and that is either an integral patient care unit of a general hospital or a facility physically separated from, but maintaining an affiliation with, all services in a general hospital.

b) Nursing care facility means a health institution planned, organized, operated and maintained to provide facilities and health services with related social care to in-patients who require regular medical care and twenty-four-hour-per-day nursing services for illness, injury or disability. Each patient shall be under the care of a physician licensed to practice medicine in the State. The nursing services shall be organized and maintained to provide twenty-four-hour-per-day nursing services under the direction of a registered professional nurse employed full time.

c) Intermediate health care facility means a health-related institution planned, organized, operated and maintained to provide facilities and services which are supportive, restorative or preventive in nature, with related social care, to individuals who because of a physical or mental condition, or both, require care in an institutional environment but who do not have an illness, injury or disability for which regular medical care and twenty-four-hour-per-day nursing services are required.

Lot means a designated parcel, tract or area of land established by plat or subdivision.

Manufactured Home. A single-family dwelling which is partially or entirely manufactured in a factory; which is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; which is installed on an engineered permanent foundation; which has brick, wood or cosmetically equivalent siding extending to the ground level; which has a pitched roof; which has the delivery system including wheels, tires, axles and tongue hitch removed; and which is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended.

Medical Care Facility. An establishment, whether or not licensed or required to be licensed by the State Board of Health or the State Hospital Board, by or in which facilities are maintained, furnished, conducted, operated, or offered to prevent, diagnose, or treat human disease, pain, injury, deformity, or physical condition, whether medical or surgical, of two (2) or more non-related mentally or physically sick or injured persons; or for the care of two (2) or more non- related persons requiring or receiving medical, surgical, or nursing attention or service as acute, chronic, convalescent, aged, or physically disabled. This use includes an intermediate care facility, mental retardation facility, outpatient surgery center, birthing facility, diagnostic imaging facility, radiation therapy facility, dialysis facility, medical/physical rehabilitation and trauma unit, or related institution or facility that offers treatment on an outpatient basis. This use may be operated for profit or nonprofit, privately owned, or operated by a local government unit. This use includes any hospital, defined as any licensed and State of Colorado accredited health care institution with an organized medical and professional staff and with inpatient beds available around-the-clock, whose primary function is to provide inpatient medical, nursing, and other health-related services to patients for both surgical and nonsurgical conditions and that usually provides some outpatient services (such as emergency care).

Medical Office. A facility operated by one (1) or more duly licensed members of the human healthcare professions, including but not limited to physicians, dentists, chiropractors, psychiatrists and osteopaths, where patients are not lodged overnight but are admitted for examination and/or treatment.

Mixed use means the development of a lot, tract or parcel of land, building or structure with two (2) or more different uses, including but not limited to residential, office, retail, public uses, personal service or entertainment uses, designed, planned and constructed as a unit.

Mixed-Use Dwelling. Multi-Family Dwelling units contained within a mixed-use building attached above the building's nonresidential uses (the mixed-use building may contain office or commercial uses below the residential use).

Multi-Family Dwelling. A dwelling contained in a structure also containing other dwellings in which each unit is attached to another at one (1) or more party walls and at either the floor or the ceiling. The number of dwelling units provided in a Multi-Family Dwelling is limited only by the density allowed in the applicable zone district. This includes apartments and manor style apartments. This does not include townhomes or duplexes, which are considered single-family attached dwellings.

Multitenant building or **development** means a building or series of buildings on a parcel or several parcels under common ownership, management, and control and whose occupants are distinct users that each occupy a portion of the multitenant building or development.

Open space means any land or water area with its surface open to the sky, which serves specific uses of providing park and recreation opportunities, conserving natural areas and environmental resources, structuring urban development form and protecting areas of agricultural, archeological or historical significance. Open space shall not be considered synonymous with vacant or unused land but serves important urban functions. Usable open space shall exclude areas used for off-street parking, off-street loading, service driveways and setbacks from oil and gas wells and their appurtenances or other hazards to the public.

Park means an area open to the general public and reserved for recreational, educational or scenic purposes.

Pawn Shop. Any business that loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling that property back to the pledger or depositor, or loans or advances money on personal property by taking chattel mortgage security on it, and takes or receives that personal property and issues a lien upon the personal property.

Religious Land Use. A structure or group of structures intended for regular gatherings of people to attend, participate in or conduct religious services and other related activities and associated accessory uses. Associated accessory uses may include religious instruction classrooms, church offices, counseling programs, private school, youth programs, summer camps, recreational facilities, caretaker's quarters, and sale of religious items.

Sign, subdivision entrance means a type of permanent freestanding sign located at the entrance to a subdivision in a residential district or a distinct phase of a subdivision in a residential district.

Single-Family Attached Dwelling. A dwelling contained in a structure that shares party walls with another dwelling. This includes duplexes and townhomes.

Single-Family Detached Dwelling. A single-family dwelling (a building designed exclusively for occupancy by one (1) family) which is not attached to any other dwelling or building by any means, excluding mobile homes and manufactured housing situated on a permanent foundation.

Site specific development plan means the final plat of a subdivision or final development plan of a PUD (Planned Unit Development) when approved by the Board of Trustees pursuant to the Land Use Code.

Stable. A facility that keeps or boards horses owned for the private use of the owners and/or residents of the property. This also includes horses owned by non-owners or non-residents of the property for private use. Accessory uses are permitted and include but are not limited to offices, storage areas, caretaker's quarters, educating and training in equitation, and caring for, breeding, or training horses associated with the Stable use.

Transit Facilities. Includes transit or bus shelters bus terminals, stations, and associated right-of-way. A "transit shelter" means a roofed structure on or adjacent to the right-of-way of a street, which is designed and used primarily for the protection and convenience of bus passengers. Includes accessory vehicle and bicycle parking.

Town Comprehensive Plan means the plan, which was adopted by the Planning Commission and Board of Trustees in accordance with Section 31-23-206, C.R.S., to guide the future growth, protection and development of the Town, affording adequate facilities for housing, transportation, comfort, convenience, public health, safety and general welfare of its population.

Town means the Town of Wellington, a municipal corporation of the State, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

Vested property rights means the right to undertake and complete the development and use of the property under the terms and conditions of a site-specific development plan.

Veterinary Facilities, Large animals. Any facility which is maintained by or for the use of a licensed veterinarian in the diagnosis, treatment, or prevention of animal diseases.

DRAWING PATHNAME - G:\Users\ADMIN\OneDrive\Documents\Northern Engineering\Projects\SAGE FARMS - 0268 Zoning Mapping\LAYOUT NAME: Standards (3) DATE: Jun 26, 2023 - 1:47pm CAD OPERATOR: cassandra
LIST OF XREFS: [No-Use_Add_Lines] [No-Use_Add_Lines] [No-Use_Add_Text] [No-Use_Add_Text] [No-Use_Add_Text

Board of Trustees Meeting

Date: August 22, 2023
Subject: HONG LU INVESTMENTS LLC dba PAPA'S TABLE - Beer & Wine (City) Liquor License Renewal Application

- **Presentation: Ethan Muhs, Town Clerk**

BACKGROUND / DISCUSSION

HONG LU INVESTMENTS LLC dba Papa's Table has submitted their annual renewal for their Hotel and Restaurant liquor license. A review of the application found the establishment is in good standing with the Colorado Secretary of State, the establishment is current with sales tax and the Larimer County Sheriff's Office reported no issues directly related to the establishment's liquor license. The establishment has legal possession of the premise and there were no issues or concerns during a visual inspection of the premise.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:
1. Approve the Retail Liquor License Renewal Application.
2. Postpone to hold a hearing on the Renewal Application after the hearing is posted on the licensed premise for at least 10 days and notice has been provided to the applicant for at least 10 days prior to the hearing.
3. Deny the application for good cause. Good Cause for the purpose of denying a license renewal means:
   a. The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of article 3 or any rules promulgated pursuant to article 3;
   b. The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings;
   c. Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct.

ATTACHMENTS

1. 2023 Liquor License Renewal State Form and Lease
2. 2023-07-23 PAPA'S TABLE Inspection
3. Hong Lu Investments (Papas Table) Liq Lic Receipt

8-15-23

We, THOMAS CASABONA AND HONG CASABONA, AS OWNERS of 3728 cleveland Ave. wellington co. 80549,

DO HEREBY LEASE THIS PROPERTY TO HONG LU INVESTMENTS DBA PAPA'S TABLE FOR $1/YR PER YEAR AUTOMATICALLY RENEWS EVERY YR UNLESS CANCELLED BY HONG LU. INVESTMENTS IN WRITING.

Thomas Casabona

Hong Casabona

Tricia Barger
Notary Public

County of Larimer
State of Colorado

TRICIA BARGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184012265
MY COMMISSION EXPIRES MARCH 16, 2026

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

PAPA'S TABLE
PO BOX 979
Wellington CO 80549

Fees Due	
Renewal Fee	401.25
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Colorado Beer and Wine License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name HONG LU INVESTMENTS LLC		Doing Business As Name (DBA) PAPA'S TABLE	
Liquor License # 03-08513	License Type Beer & Wine (city)		
Sales Tax License Number 31064051	Expiration Date 08/29/2023	Due Date 07/15/2023	
Business Address 3728 WEST CLEVELAND AVENUE Wellington CO 80549			Phone Number 9705684139
Mailing Address PO BOX 979 Wellington CO 80549		Email	
Operating Manager TOM CASABONA	Date of Birth 1-5-51	Home Address 3724 McKINLEY AVE WELLINGTON CO.	Phone Number 9705688156

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease RENEWS ANNUALY

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
TOM CASABONA	OWNER/MANAGER
Signature	**Date**
Tom Casabona	5-30-23

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Signature	**Title**	**Attest**

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, TOM CASABONA am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of HONG LU INVESTMENTS LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number
PAPAS TABLE		~~[illegible]~~ 81-5097124
Address		
3728 CLEVELAND AVE ~~WELLINGTON CO. 80549~~		
City	State	Zip
WELLINGTON	CO.	80549
Home Phone Number	Business/Work Phone Number	
970 568 1156	970 568 4139	
Printed name of person signing on behalf of the Applicant/Licensee		
TOM CASABONA		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed
[signature]		5-30-23

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

TOWN OF WELLINGTON

LIQUOR INSPECTION REPORT

Licensee Name: PAPA's TABLE	Contact/Manager Name: THOMAS CASADONA
License #: 03-08513	Contact Number: 9705684139
Address: 3728 CLEVELAND AVE.	Contact Email: NONE
City, State, Zip: WELLINGTON, CO	Date of Report: 072323

ITEM	YES	NO	NA
State Liquor License Posted	✓ *1		
Local Liquor License Posted	✓		
Sales Tax License Posted	✓		
Food Service License Posted	✓		
Minor Warning Sign Posted	✓		
Meals/Snacks Available	✓		
Cleanliness is Adequate	✓		
Books and Invoices Available	✓ *2		
Alcohol Purchased from Permitted Source	✓		
Beer, Wine and Liquor Stock Acceptable	✓		
Manager Registered with Authorities	✓		
Licensee in Possession/Control of Premise	✓		
Premise Diagram Accurate	✓		
Acceptable Dispensing Systems	✓		
Larimer County Sheriff's Office Violation Report:			

LIQUOR LICENSE INSPECTION NOTES: *1: ALL LICENSES WERE POSTED IN A CASE AND CURRENT. CASE WAS BELOW THE BAR AND NOT VISIBLE. INSTRUCTED TO POST ABOVE BAR ON WALL TO BE VISIBLE. *2: DID NOT KEEP SEPARATE BOOK TO SHOW LIQUOR PURCHASE, ONLY PAID WITH CHECKS FOR DOCUMENTATION AND RECORDS. REMEDIAL EDUCATION WITH MR. CASADONA ABOUT REGULATION 47-408, KEEPING RECORDS OF BEVERAGE PURCHASES TO SHOW NO MORE THAN $2,000 PER YEAR OCCURRED AT A RETAILER

Inspection Representative(s): Gerald P. Bapp

Receipt No: 1.012129 Jul 19, 2023

Hong Lu Investments (Papas Table)

Previous Balance:		.00
Miscellaneous Revenue - Liquor License		148.75
Total:		148.75
Check	Check No: 4130	148.75
Total Applied:		148.75
Change Tendered:		.00

Duplicate Copy

07/19/2023 2:13 PM

Board of Trustees Meeting

Date: **August 22, 2023**
Subject: **Board of Trustees Planning Calendar**

- **Patti Garcia, Town Administrator**

BACKGROUND / DISCUSSION

The Board of Trustees Planning Calendar is included in the packet for your use. As agenda items are very fluid, the work session topics may change as we assure that the Trustees are getting needed information in a timely manner.

STAFF RECOMMENDATION

ATTACHMENTS

1. BOT Planning Calendar

BOARD OF TRUSTEES PLANNING CALENDAR

August 22, 2023 6:30 p.m.	Board of Trustees Regular Meeting
August 23, 2023 6:30 p.m.	Board of Trustees Special Meeting
September 12, 2023 6:30 p.m.	Board of Trustees Regular Meeting
September 19, 2023 6:30 p.m.	Board of Trustees Work Session Utility Rate Adjustment Presentation Presentation and Discussion of 2024 Budgets – Finance, Administration, Clerk, Human Resources, IT, Planning, Library, Judicial, Legislative and LCSO Board Compensation
September 26, 2023 6:30 p.m.	Board of Trustees Regular Meeting
October 3, 2023 6:30 p.m.	Board of Trustees Special Work Session Presentation and Discussion of 2024 Budgets – Parks & Recreation and Public Works
October 10, 2023 6:30 p.m.	Board of Trustees Regular Meeting
October 17, 2023 3:00 p.m. – 6:00 p.m.	Budget Boo-nanza
October 24, 2023 6:30 p.m.	Board of Trustees Regular Meeting
October 24, 2023 Immediately following Regular Meeting	Board of Trustees Special Work Session Presentation of 2024 Draft Budget
November 14, 2023 6:30 p.m.	Board of Trustees Regular Meeting
November 21, 2023 6:30 p.m.	Board of Trustees Work Session

This document is subject to change without notice

BOARD OF TRUSTEES PLANNING CALENDAR

November 28, 2023 Board of Trustees Regular Meeting
6:30 p.m.

Future Work Session Topics:
Board of Trustees Social Media Policy
Municipal Code Clean Up – Chapter 10 – General Offenses
Municipal Code Clean Up – Chapter 6 – Business Licenses and Regulations
Advisory Board Appointment Process
Board of Trustee Rules of Procedure
Housing Needs Assessment

This document is subject to change without notice

Board of Trustees Meeting

Date: **August 22, 2023**
Subject: **Monthly Utility Report through July 2023**

BACKGROUND / DISCUSSION

Monthly utility report (July).

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. 2023-08-01 Monthly Utility Report thru July 2023

Wellington Water and Wastewater Utilities
Monthly Production and Operational Summary Report
As of August 1, 2023

July Production Summary

- Water
  - Total July monthly volumetric production to meet demand was 39 million gallons (MG), which is the lowest July production in the last 5 years. This continues a trend the lower-than-average water usage for 2023.
    - The Conventional Plant produced 29 MG.
    - The Nanofiltration Plant produced 10 MG.
  - Please see the attached charts for various additional data related to drinking water production.

- Wastewater
  - July Summary
    - The total influent volume for July was 20 MG, which is about average for the last 5 years.
    - Hydraulic loading was at 0.66 million gallons per day (MGD). This hydraulic loading represents 73% of the maximum permitted hydraulic capacity.
    - Organic loading was 2,049 pounds of BOD, which is the third highest total for the last 5 years. This represents 78% of the maximum permitted organic capacity.
  - Please see the attached charts for various additional data related to water reclamation production.

July Operational Summary

- Water Treatment Plants
  - Conventional Plant
    - Operators continue to coordinate with the expansion project contractor daily. Numerous sequencing and coordination issues are resolved on a daily or hourly basis.
    - PVREA has contractors working in the area to upsize the power lines and replace power poles. The plant and intake facility were switched to back up power generation systems for one day during the month while installation took place. Additional shutdowns in the coming weeks are anticipated.

- Water Reclamation Facility
  - Operators continue to coordinate with the expansion project contractor daily. Numerous sequencing and coordination issues are resolved on a daily or hourly basis. Minor flooding occurred on site during the July 31st rainfall event with the site receiving approximately 3.5 inches over 3 hours.

Wellington Water Treatment Plant Expansion Project
Project Status Summary Report
As of August 1, 2023

Schedule Update

- The contractor has requested eleven (11) weather days to date. As of this month the Contractor has made up all the days lost through the winter and the substantial and final completion dates have returned to their original contract dates. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
    - Notice to Proceed — May 11, 2022
    - Substantial Completion — May 6, 2024
    - Final Completion — July 29, 2024
    - Days remaining to Final Completion — 247 days

Construction Update

- Work completed or in progress listed under each structure.
    - Site Work
        - Maintained SWMP BMPs.
        - The finished effluent water line and injection vault were installed between the new Treatment Building and the existing Clearwell Building.
        - New sanitary sewer lines were installed from the new Treatment Building to the tie-in point at the new manholes.
        - 10" FTW line was installed.
    - Treatment Building
        - Multiple filter gallery wall placements were completed.
        - Stem walls, and stair core walls were installed in the Rapid Mix area of the building.
        - Work continued on rebar and form installation for the remaining filter gallery walls and stair core walls.
    - Ozone Building
        - Walls and flooring for the lower section of the building were formed and poured.
        - The upper portion of the building was excavated with flow fill placed to bring the foundation up to grade.
        - Under slab electrical and plumbing were installed.
        - Work started on the upper section footings and walls.
    - Chemical Building
        - Temporary roof panels were installed
        - Interior masonry walls were installed
        - Drywall framing and installation started
        - Formed and placed electrical equipment pads
        - Interior CMU coatings were installed in the electrical room
    - Pre-Treatment Building
        - Installation of the HVAC Ductless system was completed
        - A/C power and receptacles were installed
        - New VFDs and cabinets were installed

- Construction team continues to work through design and material submittals requiring approval from the design engineer and Town Project Managers prior to construction.
- Concrete, backfill, and compaction testing by CTL Thompson as needed.
- Safebuilt has been performing construction inspection on electrical and plumbing components as needed.

- Issues
  - Permanent roof panels that are AIS compliant are expected to arrive on site in September.

Contingency Update

- Contractor Contingency Actions
  - Fire Suppression Escalation was signed this month. This contingency item involved price escalation for the fire suppression system which includes the fire pump skid, pump house, accessories. Total cost to Contractor contingency was $181,573.00.
  - The contractor was required to excavate through CLSM material that was placed in the area below the Rapid Mix Area of the new Treatment Building. This excavation in addition to the weathered bed rock excavation encountered outside the CLSM footprint required additional effort for digging which the contractor characterized as hard rock excavation as it could not be removed with their 350 Excavator as assumed during the GMP. Total cost to the contractor contingency was $34,395.00.
  - Contractor contingency currently has $987,000 remaining or is at 65% remaining.

- Town Contingency Actions
  - Hard Rock excavation was required to install the 6" RCY waterline outside the new Treatment Building. At the time of the GMP it was assumed all excavation could be completed with the 350 Excavator. This contingency item was applied to the Owner Contingency as it did not require excavation through CLSM material placed previously by the contractor. Total cost to owner contingency was $13,959.00
  - Owner contingency currently has $1.504 million remaining, which is 100% of the original contingency.

Wellington Water Reclamation Facility Expansion Project
Project Status Summary Report
As of August 1, 2023

Schedule Update

- Project is currently on schedule for Final Completion on October 30, 2024. There have been twelve (12) weather days tracked to date. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
    - Notice to Proceed — April 19, 2022
    - Substantial Completion — August 1, 2024
    - Final Completion — October 30, 2024
    - Days remaining to Final Completion — 311 days

Construction Update

- Work completed or in progress listed under each structure:
    - Site Work
        - Installation of the 4" WAS from the SFPB to Digester 1 was started.
    - Step Feed Aeration Basin
        - Backfilling around the structure continued throughout the month.
    - Influent Pump Station
        - Interior work installing pumps and electrical started.
    - Secondary Clarifiers
        - No work
    - Step Feed Process Building
        - Installation of the structural steel for the building was completed.
        - Installation of splitter gates and plates continued
        - Multiple electrical duct banks were installed.
        - Form and pour generator and transformer pads.
    - Orbal Reactor
        - Grind, Patch and Rub tank interior walls
        - Prep for course bubble mixing system to be installed next month
    - UV Digester 5 & 6
        - Backfill continued
        - 6" Decant to Tie in was completed
    - UV Digester Blower Building
        - Backfill continued
        - 18" and 24" SE pipe encasements were formed and placed
    - Administration Building
        - Structural Steel installation was completed.
        - Corrections to the anchor bolts was started.
    - Headworks Building
        - Multiple small concrete pours were completed throughout the month as the contractor worked on the grit chamber and the channel deck.
        - Multiple Electrical Duct banks were installed.
    - Construction team continues to work through final material submittals requiring approval from the design engineer prior to construction.

- Materials Testing by CTL Thompson as needed.
- Electrical and plumbing inspections by Safebuilt as needed.

- **Issues**
  - Admin building AIS compliant panels will arrive on site in early August.
  - SFPB AIS compliant panels will arrive on site in September.
  - The anchor bolts at the Admin Building were improperly cut off after installation of the structural steel. The Contractor developed a correction for this issue which was approved by the project Team. Correction of this issue is at no cost or delay to the project.

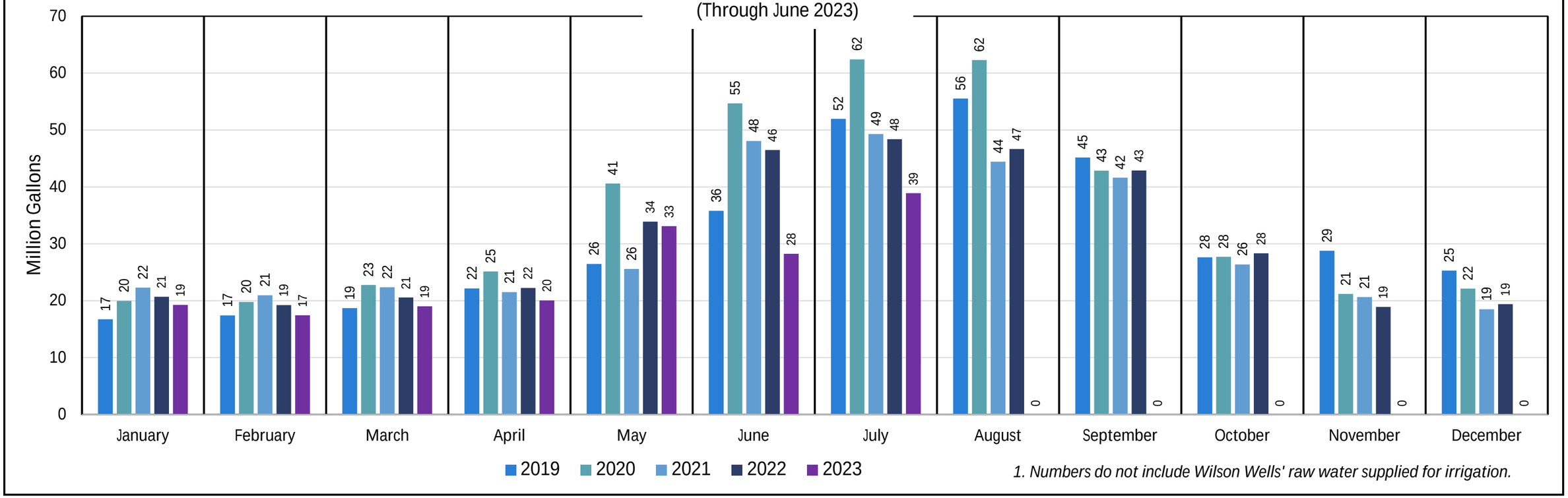
Contingency Update

- Contractor Contingency
  - There were no Contractor Contingency items this month.
  - Contractor contingency currently has $1.76 million remaining or is at 81% remaining.
- Town Contingency
  - There were no Owner Contingency items this month.
  - Owner contingency currently has $1.076 million remaining, which is 49% of the original contingency.

Water Treatment

Total Monthly Production: Main WTP (Conventional & Microfiltration), and Nano Plant[1]

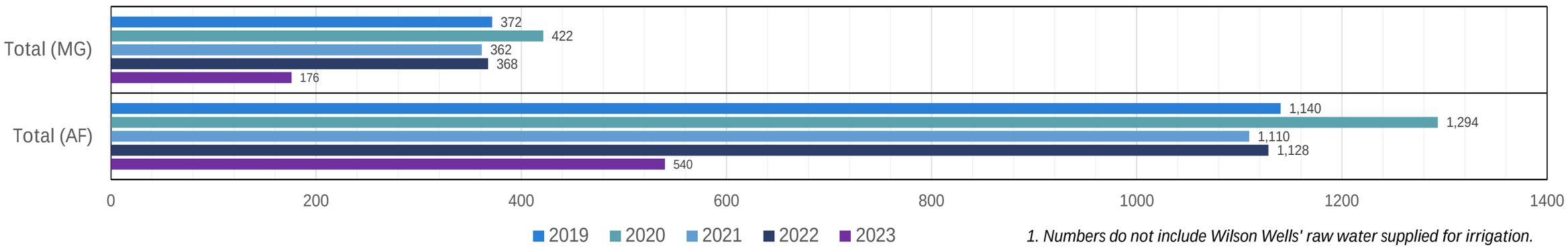
(Through June 2023)



1. Numbers do not include Wilson Wells' raw water supplied for irrigation.

Annual Production Volumes[1]

(Through June 2023)



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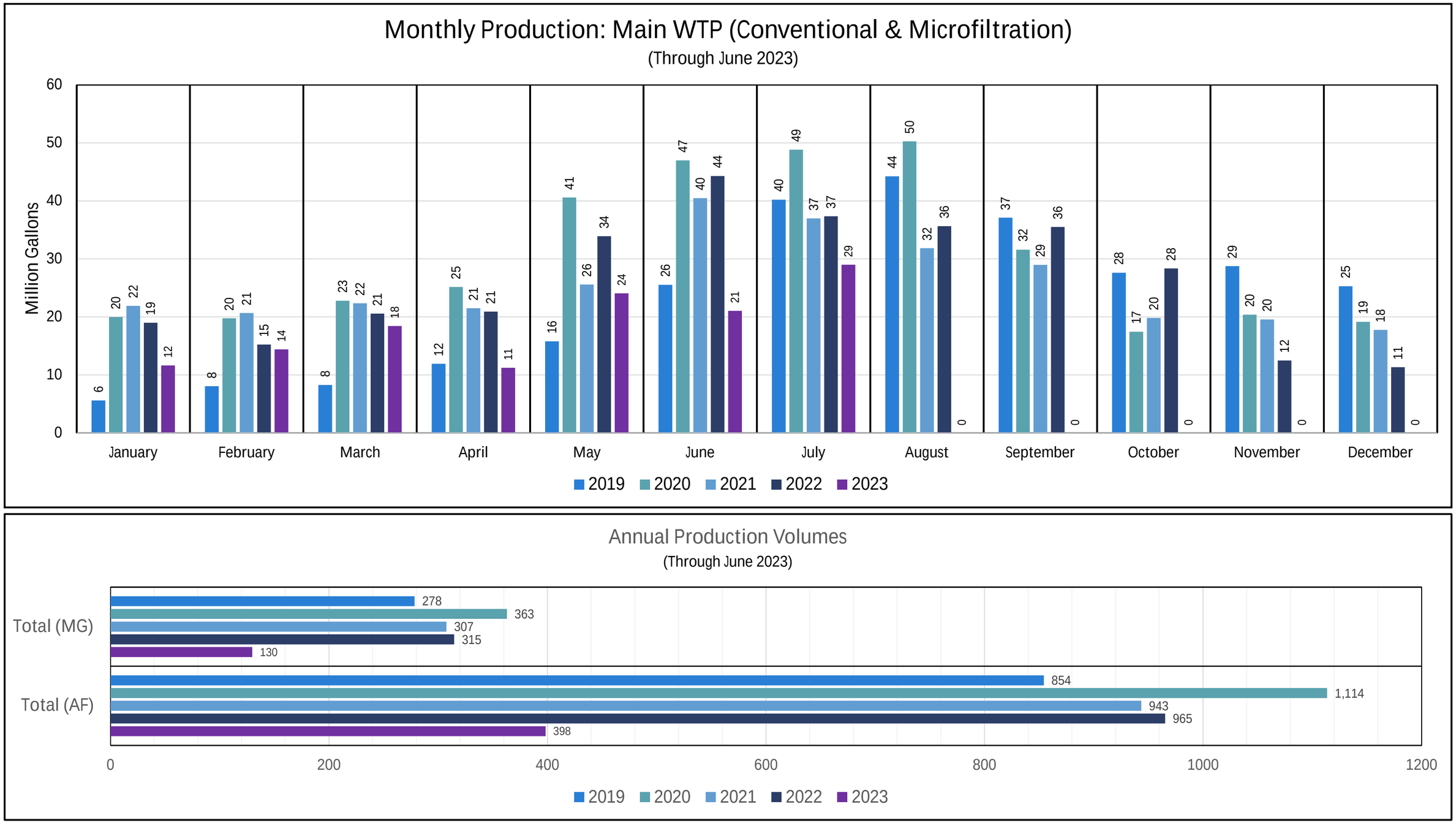
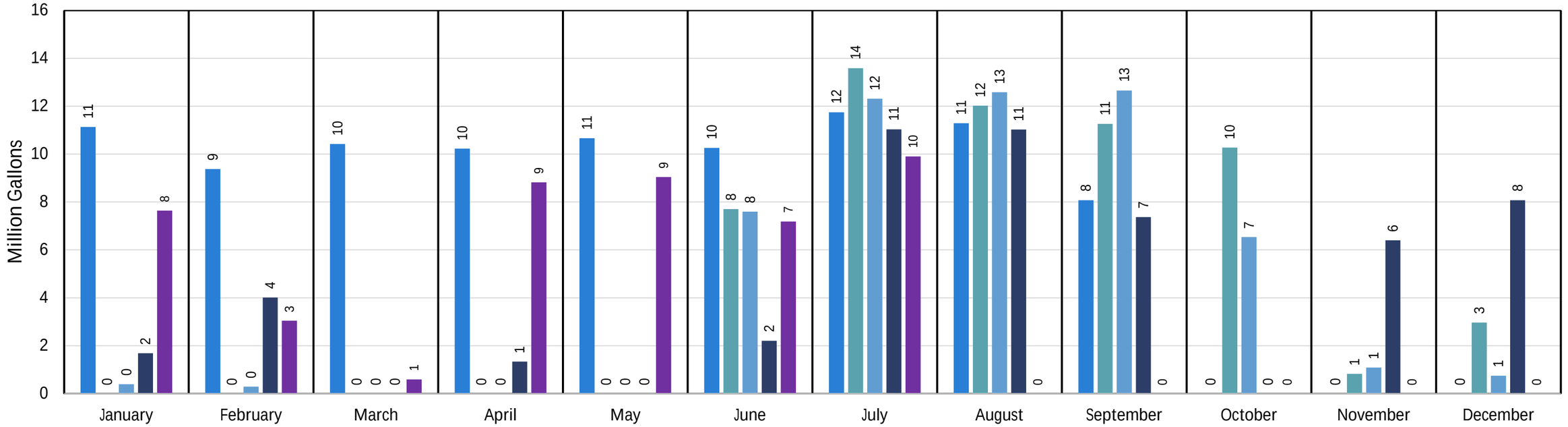
Water Treatment



Water Treatment

Monthly Production: Nano Plant$_1$

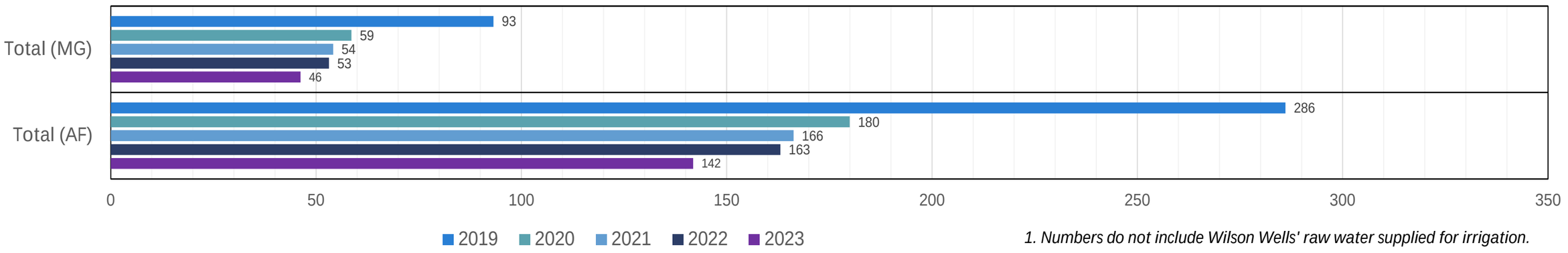
(Through June 2023)



1. Numbers do not include Wilson Wells' raw water supplied for irrigation.

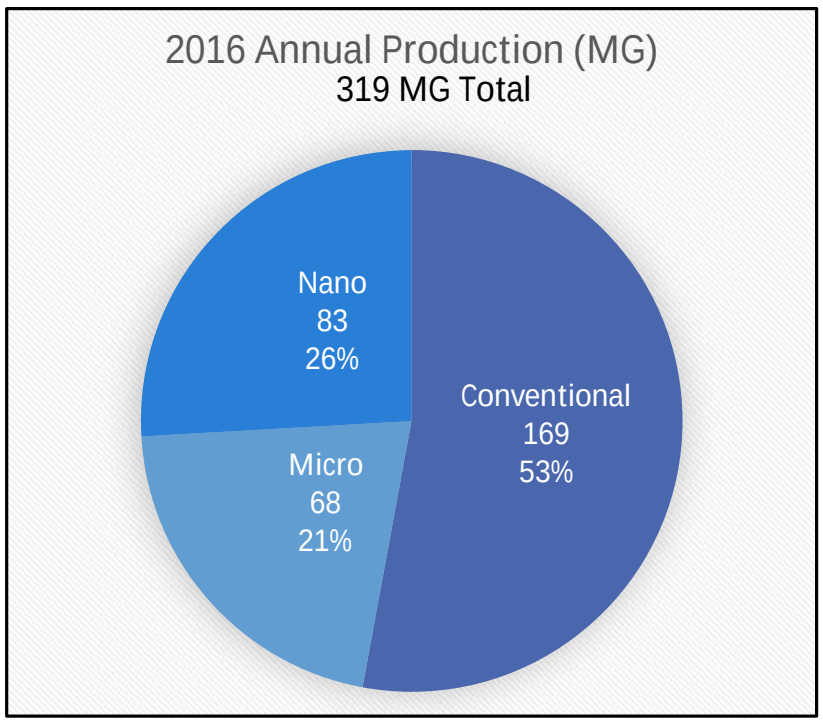
Annual Production Volumes$_1$

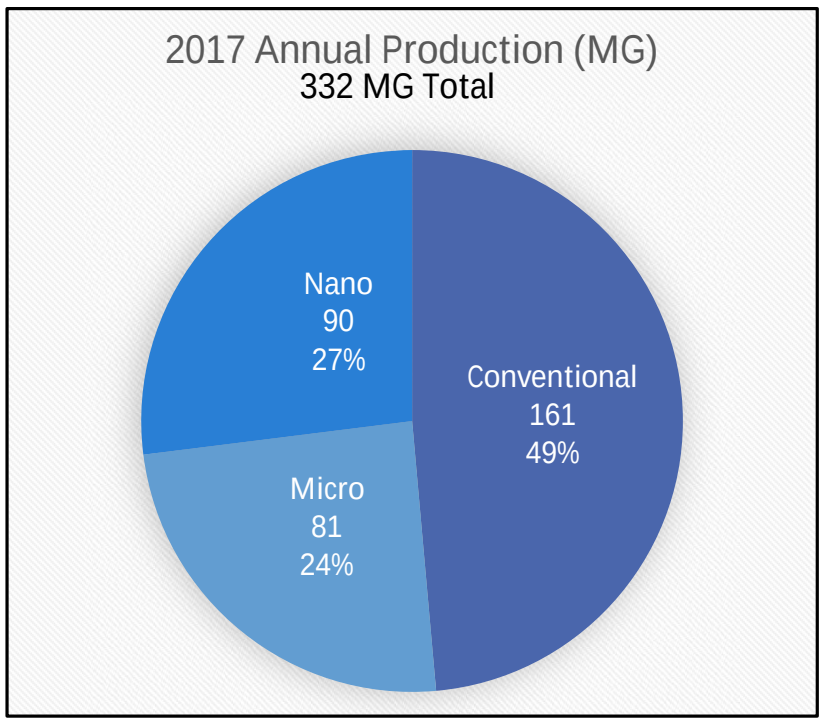
(Through June 2023)

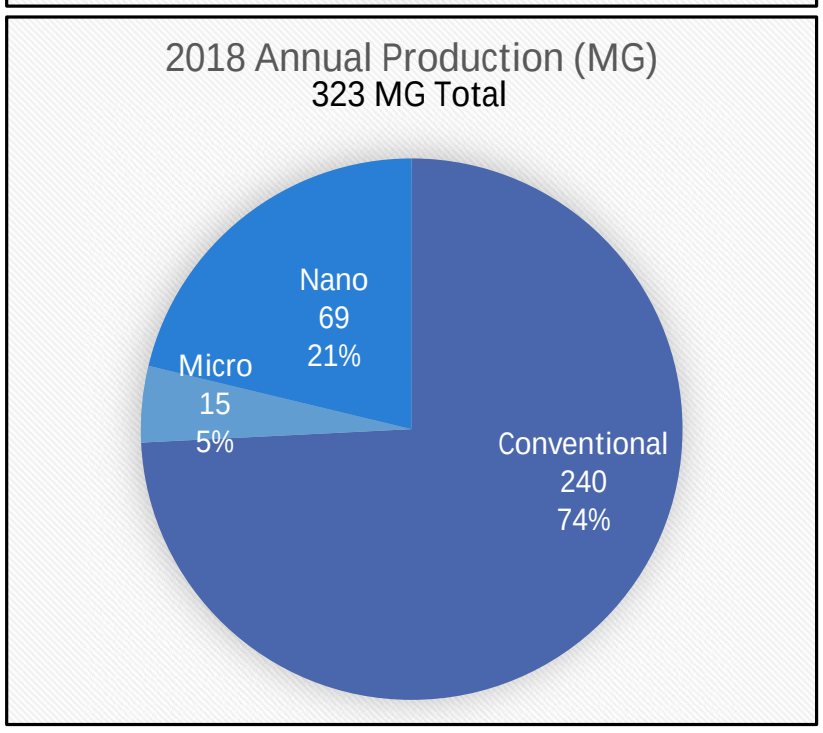


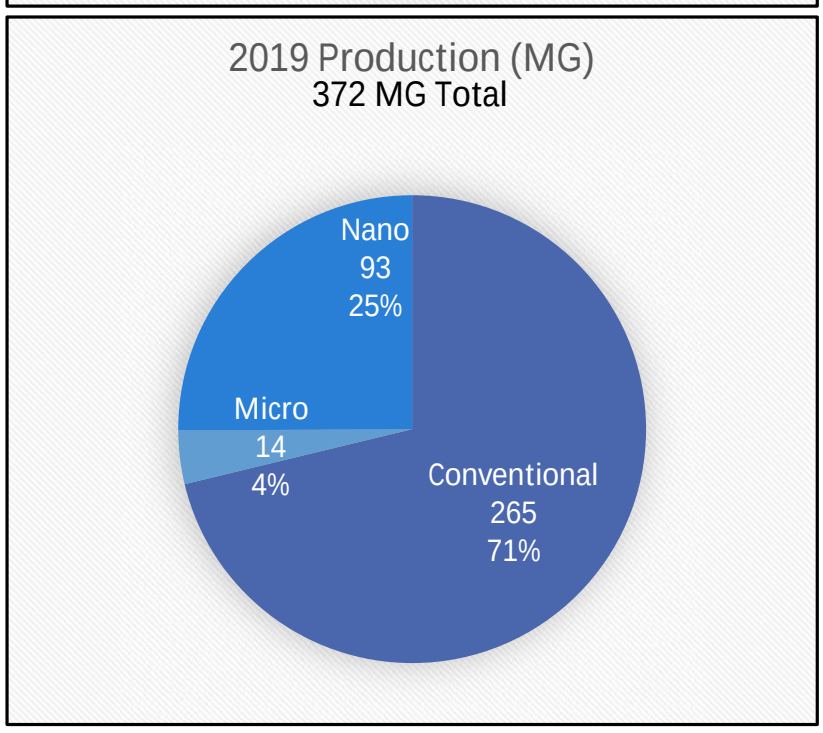
1. Numbers do not include Wilson Wells' raw water supplied for irrigation.

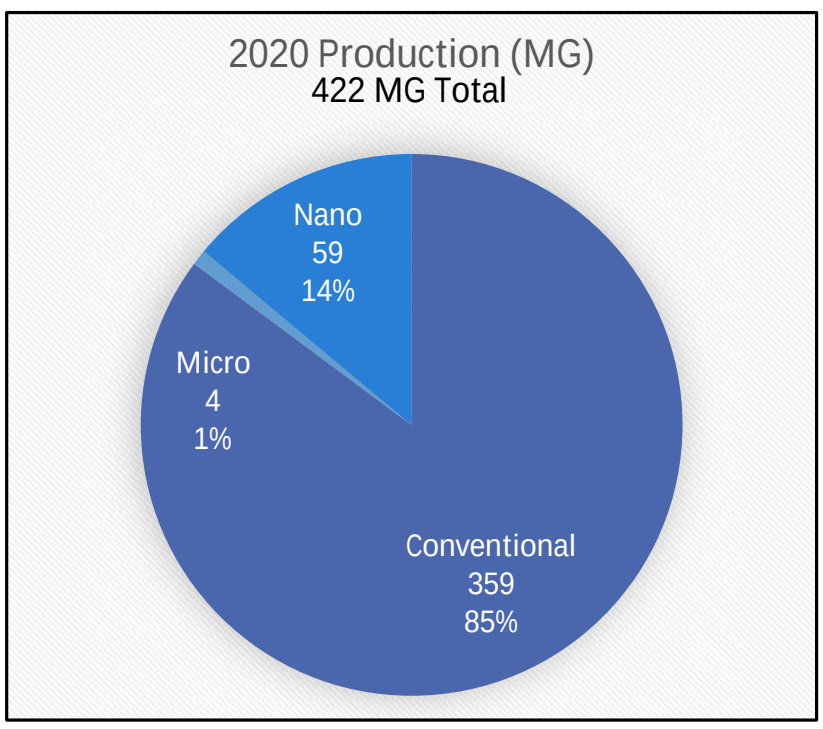
Water Treatment

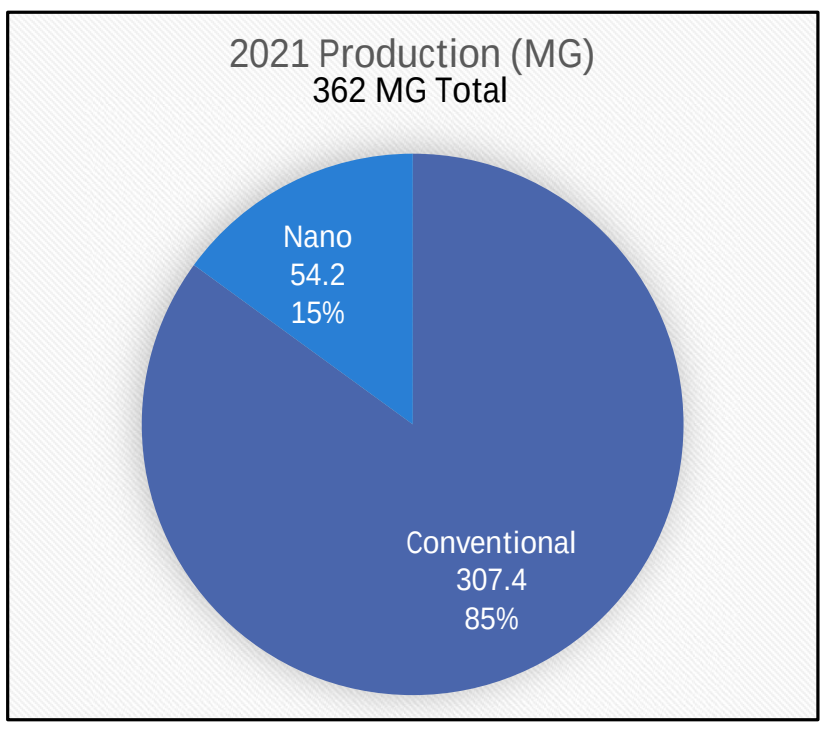


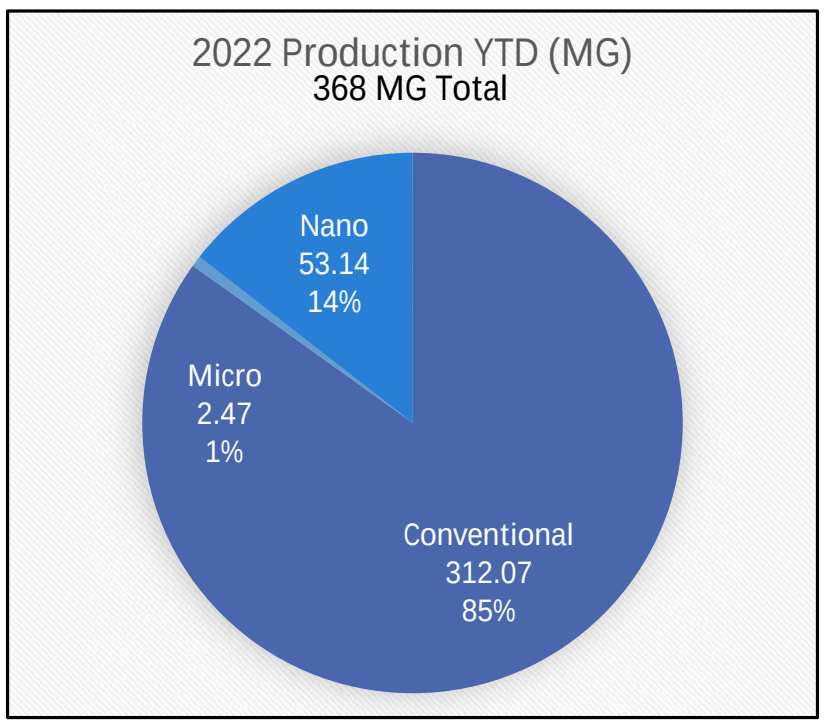


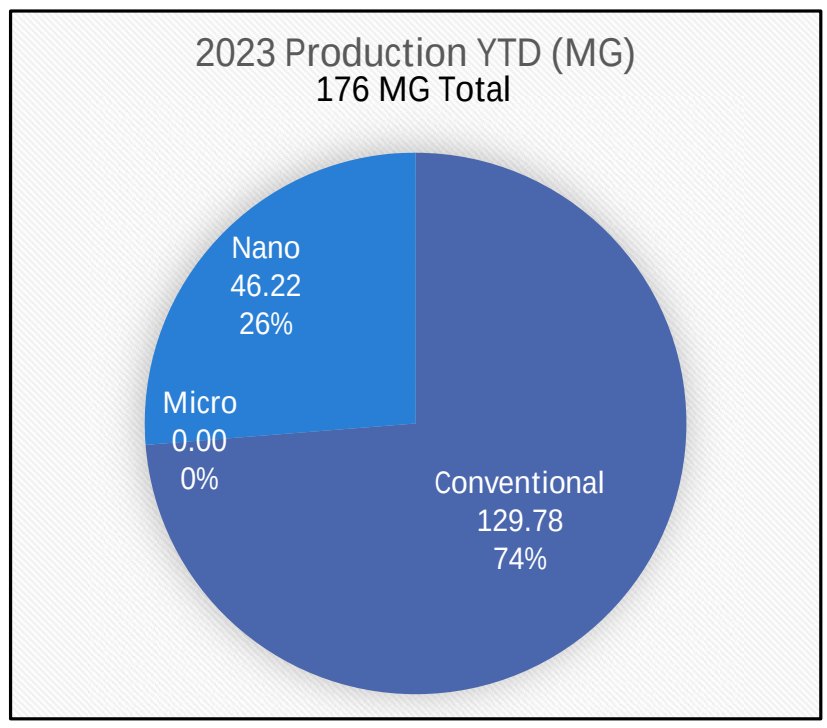










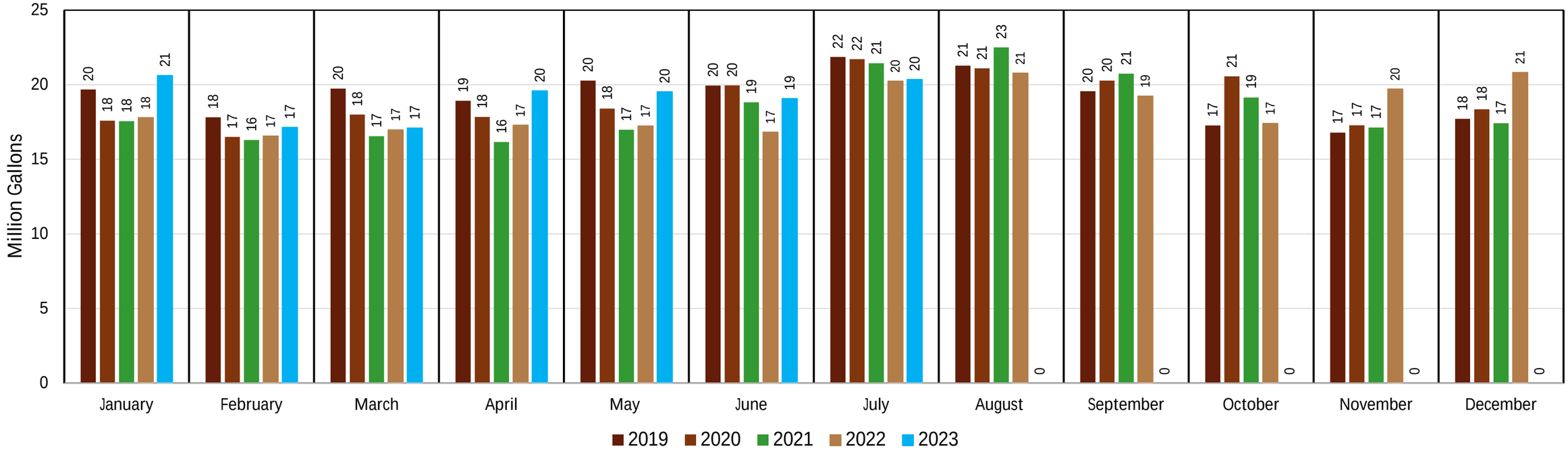


Town of Wellington

Water Reclamation Facility Treatment

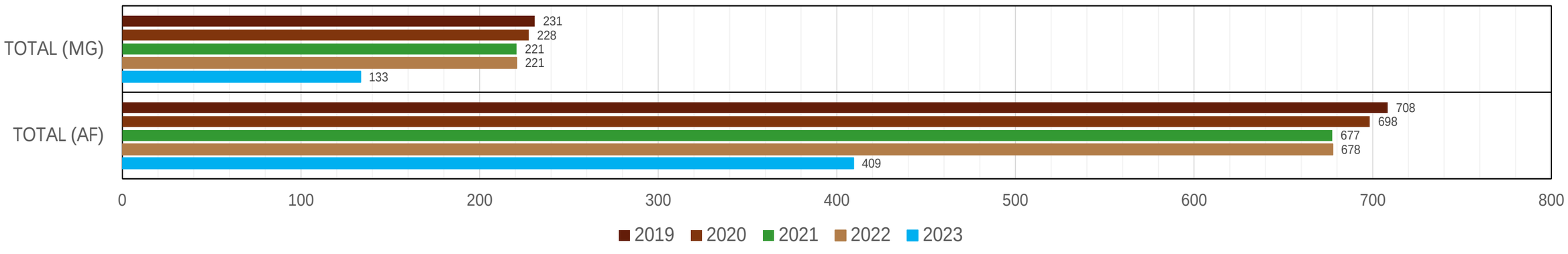
Monthly Production: Monthly Volume of Influent

(Through July 2023)



Annual Volume of Influent

(Through July 2023)



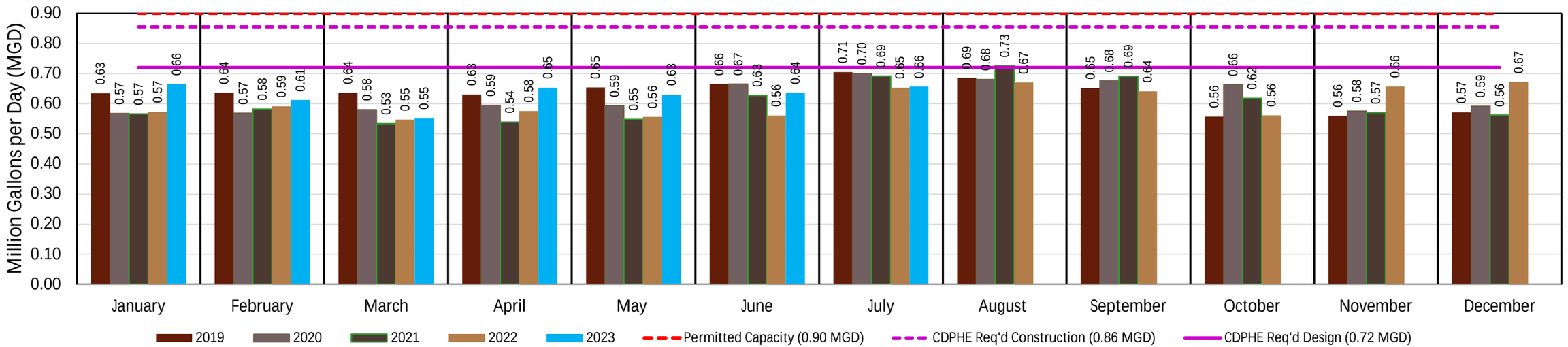
TOWN OF WELLINGTON

Town of Wellington

Water Reclamation Facility

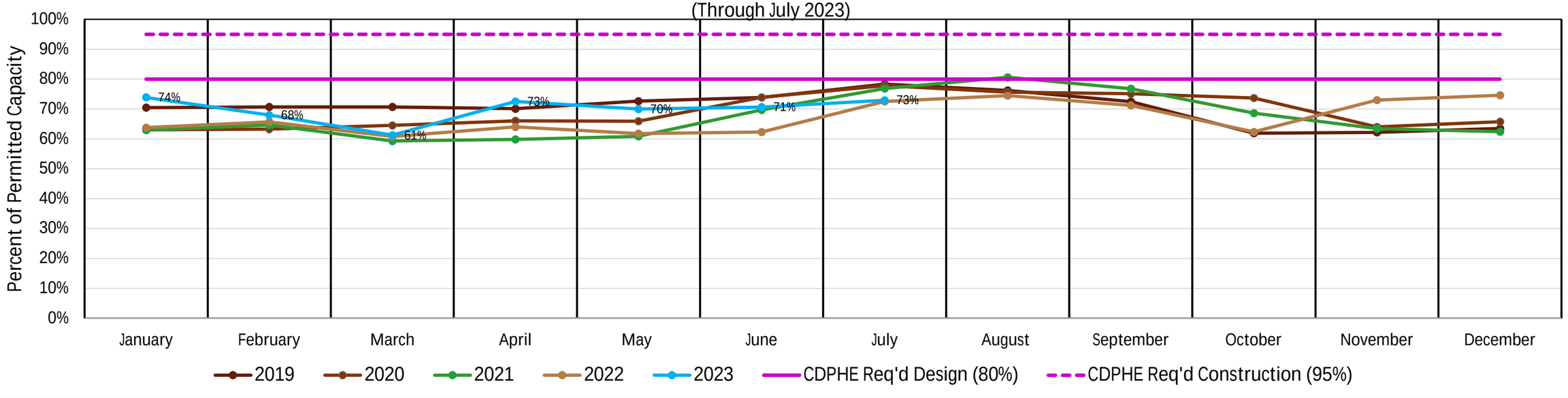
Monthly Production: Hydraulic Loading

(Through July 2023)



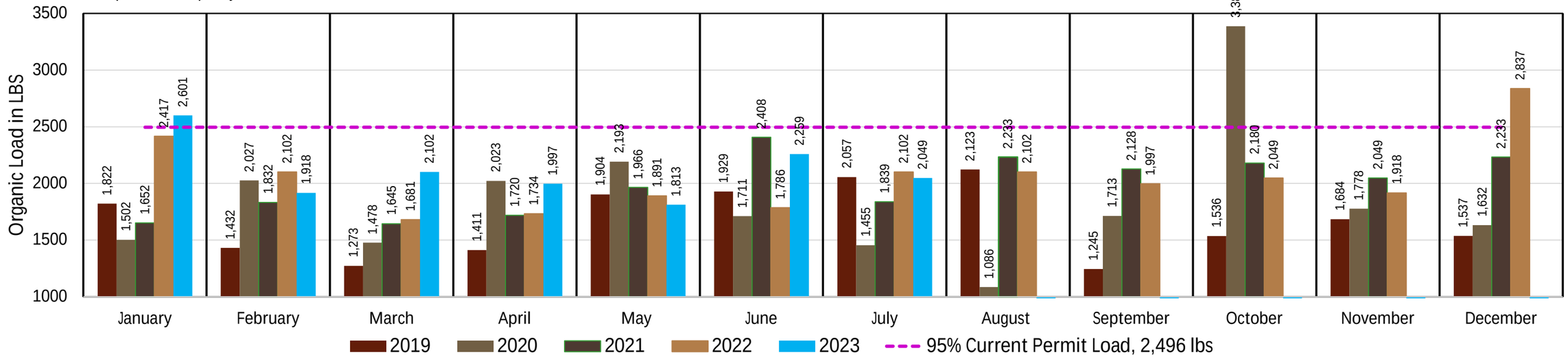
Monthly Production: Percent of Permitted Hydraulic Capacity

(Through July 2023)



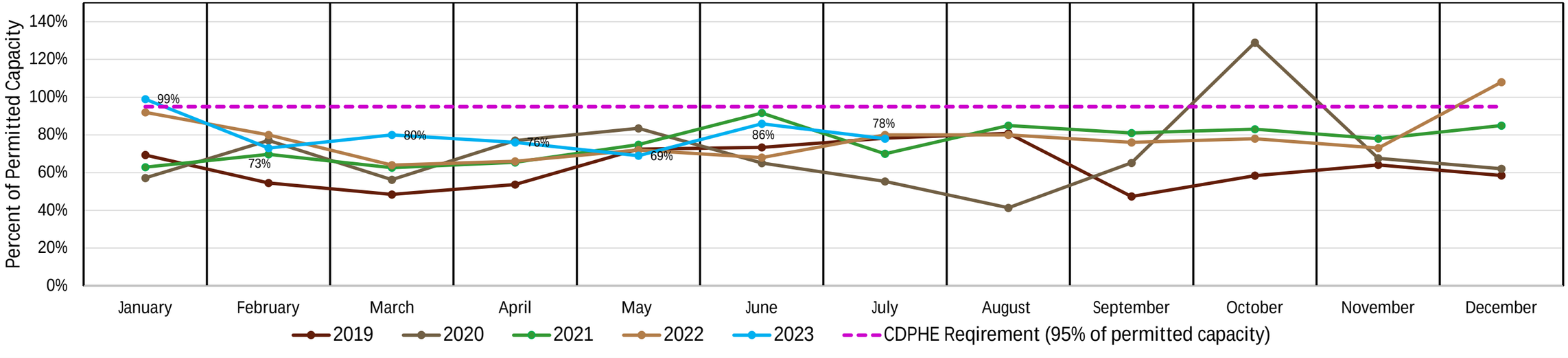
Monthly Production: Organic Loading
(Through July 2023)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Monthly Production: Percent of Permitted Organic Capacity
(Through July 2023)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Board of Trustees Meeting

Date: **August 22, 2023**
Subject: **LCSO Report (July)**

BACKGROUND / DISCUSSION

Larimer County Sheriff's Office Report (July)

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. 07-2023 Wellington Monthly Report - FINAL

August 11, 2023

Town of Wellington
Attn: Patti Garcia, Town Administrator
PO Box 127
Wellington, Colorado 80549

Dear Ms. Garcia:

The Law Enforcement Services Agreement for the Town of Wellington obligates the Larimer County Sheriff's Office to provide monthly reporting.

In meeting the contract, for the month of **July 2023**, the Larimer County Sheriff's Office maintained six deputies, one corporal, and one sergeant providing full-time law enforcement for the Town. In addition, one half-time investigator, one full-time desk deputy, and one full-time School Resource Officer assisted the town with law enforcement activities.

During the month of **July 2023**, non-assigned deputies spent a total of **175.08** hours in Wellington responding to calls, patrolling, and making contacts in the town.

During the month of **July 2023** there were **50.0** hours worked by Northern Colorado Drug Task Force.

Investigations – ongoing and active cases include:

Sex Crime – 6
Burglary – 1
Criminal Mischief – 1
Suspicious Circumstances - 1
Fraud – 2
Animal Cruelty – 1
Death - 1

Of Note:

- Medical Coordinator Jeff Basamanowicz and Deputy Tyler Allen provided medical training for deputy In Service and Wellington Fire Protection District Firefighters, as well as 10.5 hours for Wellington Middle / High School Active Threat Bleeding Control Training. Medical considerations for Rescue Task Force and Active Threat events including tourniquet application, large wound management and bleeding control techniques, chest seal placement, triage, transport consideration, and mass casualty incident protocols.
- Sergeant Thiemann provided 11 hours of Active Shooter training on July 25th.
- During the 4th of July festivities in the Town of Wellington, the Larimer County Sheriff's Office provided, at no additional cost to the town, 24 additional personnel, which included full-time deputies, Reserve Deputies, Cadets, and Colorado State University Police Officers. This amounted to roughly 167 additional personnel hours for the safety and security of the parade, festival, and fireworks enforcement. Below is a side-by-side comparison of fireworks calls since 2021. In 2023, 6 subjects were criminally charged for fireworks possession and/or detonation.

2021 Fireworks Complaints	
Dispo	**Count**
Completed	1
Necessary Action Taken	13
Quiet upon Arrival	3
Unable to Locate	6
Total	**23**

2022 Fireworks Complaints	
Dispo	**Count**
Citation Issued	1
Completed	6
Necessary Action Taken	7
Quiet Upon Arrival	11
Report to Follow	3
Unable to Locate	15
Verbal Warning	14
Warning Issued	1
Written Warning	9
Total	**67**

2023 Fireworks Complaints	
Disposition	**Count**
Citation Issued	1
Completed	4
Gone on Arrival	3
Necessary Action Taken	7
Quiet Upon Arrival	14
Report to Follow	7
Unable to Locate	12
Verbal Warning	10
Warning Issued	2
Total	**60**

Pursuant to the Law Enforcement Agreement between the Town of Wellington and Larimer County, applicable documenting monthly forms are attached.

Thank you,

Captain Ian Stewart
(970) 619-4649
Attachments

LARIMER COUNTY SHERIFF'S OFFICE

Wellington Calls for Service and Patrol Time
(For Non-Wellington Officers)

Dispatch Dates between 07/01/2023 and 07/31/2023

Excluded from this report -
Squads: Civilian, Parks, and Investigations
Units: 9ME, 9S27;9Z10;9E64;9E53;9E31;9E78;9E75;9E57;9E66;9E49;9E7*

Call Times by Month

	Call/Contact Time (Minutes/Hours)	Patrol Time (Minutes/Hours)	Totals
2023-07	9,016.35 150.27	1,488.27 24.8	**10,504.62** **175.08**
Totals	**9,016.35** **150.27**	**1,488.27** **24.8**	**10,504.62** **175.08**

Wellington Monthly Report

July 2023

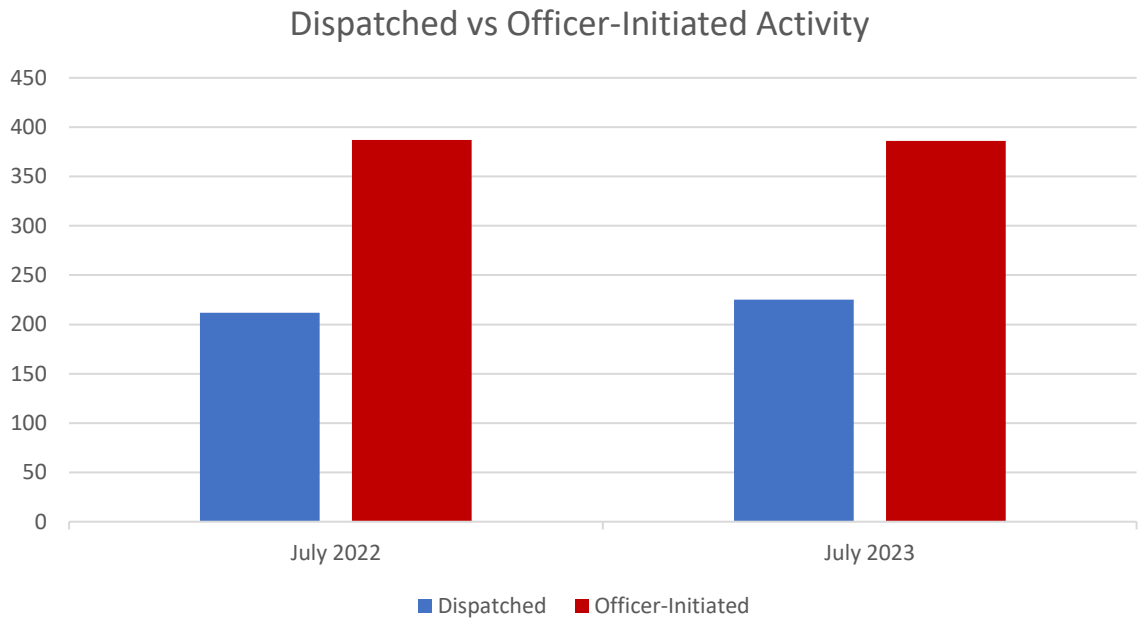
Larimer County Sheriff's Office

Christine Harpel
Administrative Coordinator
8/7/2023

July 2023 Totals

Dispatched / Officer-Initiated Activity

Dispatched Calls	225
Officer Initiated	386
July 2023 Total	611



- Dispatched calls were Up 13 or 6% from July 2022
- Officer-Initiated Activity was Down 1 or 0.3% from July 2022

	July 2022	July 2023
Dispatched Calls	212	225
	35%	37%
Officer Initiated	387	386
	65%	63%
Total	599	611

- 37% were Dispatched Calls
- 63% was Officer-Initiated Activity

July 2023 Calls for Service

Calls for Service Comparison

Call Types A-M

Call Type	2020	2021	2022	Avg 20-22	2023	% Change 3-Yr Avg to 2022
9-1-1 Hangup	3	0	3	2.00	2	0%
Alarm Calls	3	12	3	6.00	8	33%
Animal Calls	10	12	6	9.33	21	125%
Assault	1	2	0	1.00	1	0%
Assist Business	0	18	3	7.00	5	-29%
Assist Other Agency (Fire/Med)	12	10	10	10.67	8	-25%
Burglary	1	0	2	1.00	1	0%
Child abuse	0	0	2	0.67	1	50%
Citizen Assist	13	18	19	16.67	19	14%
Civil	11	13	20	14.67	15	2%
Criminal Mischief	4	7	5	5.33	12	125%
Disturbance	4	4	5	4.33	4	-8%
Drug case	1	2	1	1.33	1	-25%
DUI Arrest	1	1	2	1.33	1	-25%
Extra Checks & Business Check	165	250	135	183.33	136	-26%
Family Problems	7	8	5	6.67	7	5%
Fireworks Complaint	32	30	69	43.67	65	49%
Follow up	34	26	38	32.67	49	50%
Found property	4	2	2	2.67	1	-63%
Fraud	7	4	3	4.67	6	29%
Harassment	5	9	5	6.33	3	-53%
Information report	1	0	0	0.33	0	-100%
Juvenile Problem	5	11	5	7.00	7	0%
Littering	1	0	0	0.33	0	-100%
Lost Property	1	1	2	1.33	0	-100%
Mental Health Call	2	2	0	1.33	4	200%
Missing Person (Child/Adult)	2	4	8	4.67	5	7%
Motor Vehicle Accident	6	4	9	6.33	3	-53%
Municipal Code Violation	1	0	4	1.67	3	80%

Call Types N-Z

Call Type	2020	2021	2022	Avg 20-22	2023	% Change 3-Yr Avg to 2022
Neighbor Problems	2	4	4	3.33	3	-10%
Noise\Party Complaint	6	3	5	4.67	2	-57%
Pedestrian Contact/Subject St	7	1	19	9.00	24	167%
Private Tow	1	3	3	2.33	0	-100%
REDDI Report	1	3	4	2.67	1	-63%
Restraining Order Violation	1	0	2	1.00	2	100%
Safe 2 Tell	1	0	0	0.33	0	-100%
School Check	1	2	2	1.67	0	-100%
Sex Offense	5	6	1	4.00	2	-50%
Sex Offender Check	3	15	0	6.00	0	-100%
Shooting	0	1	0	0.33	0	-100%
Solicitor	0	1	1	0.67	0	-100%
Suicide Attempt	0	0	1	0.33	1	200%
Suicide Threat	4	1	6	3.67	8	118%
Suspicious Circumstances	33	23	34	30.00	33	10%
Theft	5	9	7	7.00	4	-43%
Traffic Problem	16	15	14	15.00	18	20%
Traffic Pursuit	0	0	0	0.00	1	NC
Traffic Stop	35	47	93	58.33	63	8%
Trespass	2	3	3	2.67	6	125%
Vehicle Theft	1	0	0	0.33	3	800%
Vehicle Trespass	0	1	2	1.00	0	-100%
VIN Check	9	12	8	9.67	14	45%
Warrant Attempt/Arrest	4	2	12	6.00	7	17%
Weapon Related (menacing)	1	1	0	0.67	3	350%
Welfare Check	20	16	9	15.00	10	-33%
Unspecified	0	6	3	3.00	18	500%
TOTALS	**495**	**625**	**599**	**573.00**	**606**	**6%**

NC = Not Calcuable. Cannot divide by 0.

Calls for Service UP 7 or 1% from July 2022

July 2023 calls UP 6% from July 2020-2022 Average

July 2023 Call Categories

Crime Type Averages / Trends

Property Crimes					
Call Type	**2020**	**2021**	**2022**	**Avg 20-22**	**2023**
Burglary	1	0	2	1.00	1
Theft	5	9	7	7.00	4
Vehicle Theft	1	0	0	0.33	3
Vehicle Trespass	0	1	2	1.00	0
Property Crimes Totals	**7**	**10**	**11**	**9.33**	**8**

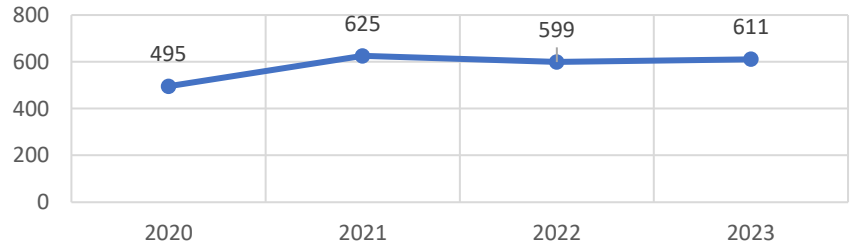
Persons Crimes					
Call Type	**2020**	**2021**	**2022**	**Avg 20-22**	**2023**
Assault	1	2	0	1.00	1
Missing Person (Child/Adult)	2	4	8	4.67	5
Robbery	0	0	0	0.00	0
Sex Offense	5	6	1	4.00	2
Weapon Related (menacing,	1	1	0	0.67	3
Persons Crimes Totals	**9**	**13**	**9**	**10.33**	**11**

Disorder/Other Crimes					
Call Type	**2020**	**2021**	**2022**	**Avg 20-22**	**2023**
Alcohol Calls	0	0	0	0.00	0
Animal Calls	10	12	6	9.33	21
Criminal Mischief	4	7	5	5.33	12
Disturbance	4	4	5	4.33	4
Drug case	1	2	1	1.33	1
Family Problems	7	8	5	6.67	7
Harassment	5	9	5	6.33	3
Juvenile Problem	5	11	5	7.00	7
Noise\Party Complaint	6	3	5	4.67	2
Suspicious Circumstances	33	23	34	30.00	33
Trespass	2	3	3	2.67	6
Disorder Crimes Totals	**77**	**82**	**74**	**77.67**	**96**

Red numbers indicate a DECREASE in crime from July 2022

Yellow backgrounds indicate an INCREASE in crime from July 2020-2022 Average

July 2020-2023 Totals



July 2023 Traffic

Traffic Citations	7/22	7/23
Traffic Citations Issued	12	16
Traffic Warnings	95	67

- Citations Issued Up 4
- Warnings Down 28

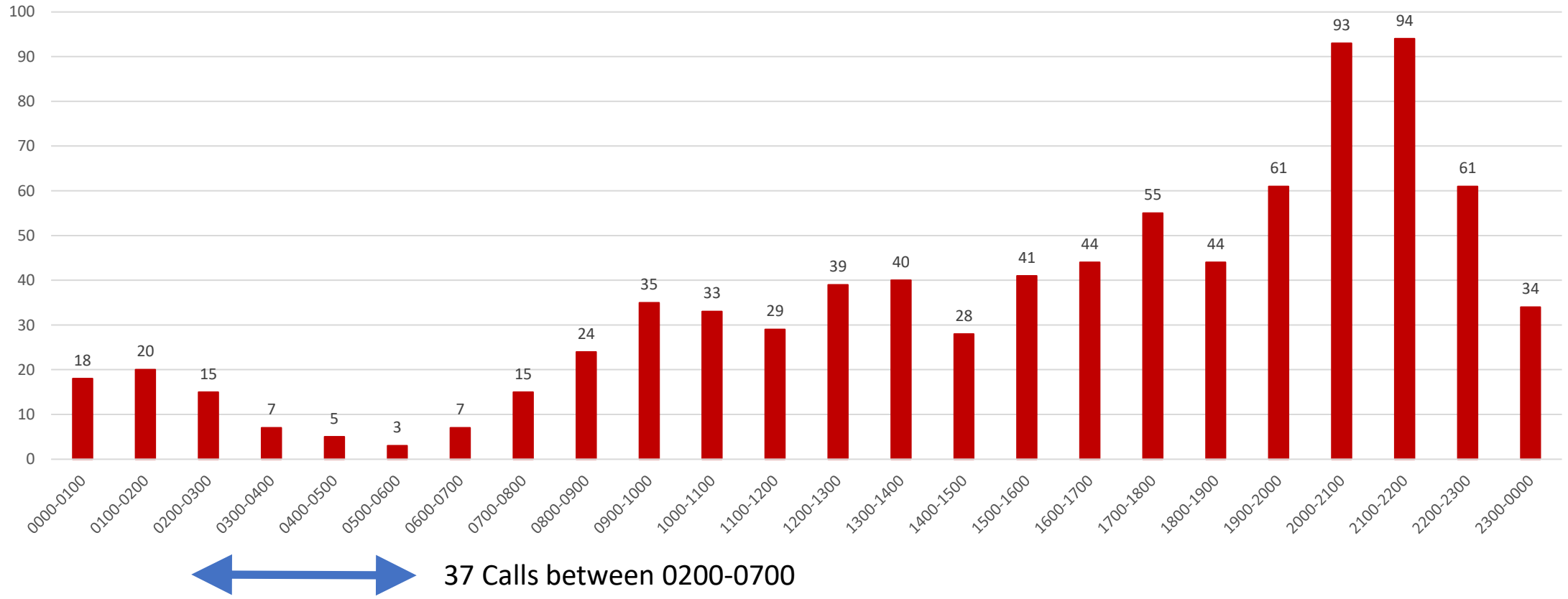
Call Type	7/22	7/23
Traffic Stop	93	63
Motor Vehicle Accident	9	3
DUI Arrest	2	1
Traffic Problem	14	18
REDDI Report	3	0

- Traffic Stops Down 30 or 48%
- MV Accidents Down 6
- DUI Arrests Down 1
- Traffic Problems Up 4
- REDDI Reports Down 3

July 2023

Call Totals by Hour

Busiest Hours
2100-2200 (94)
2000-2100 (93)

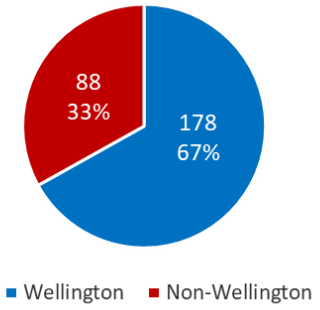


37 Calls between 0200-0700

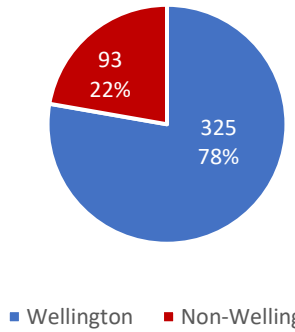
July 2023

Wellington/Non-Wellington Units

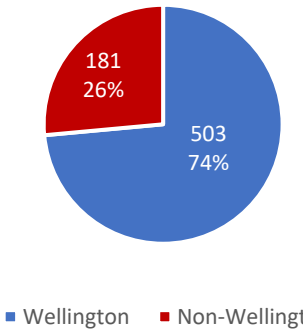
Dispatched



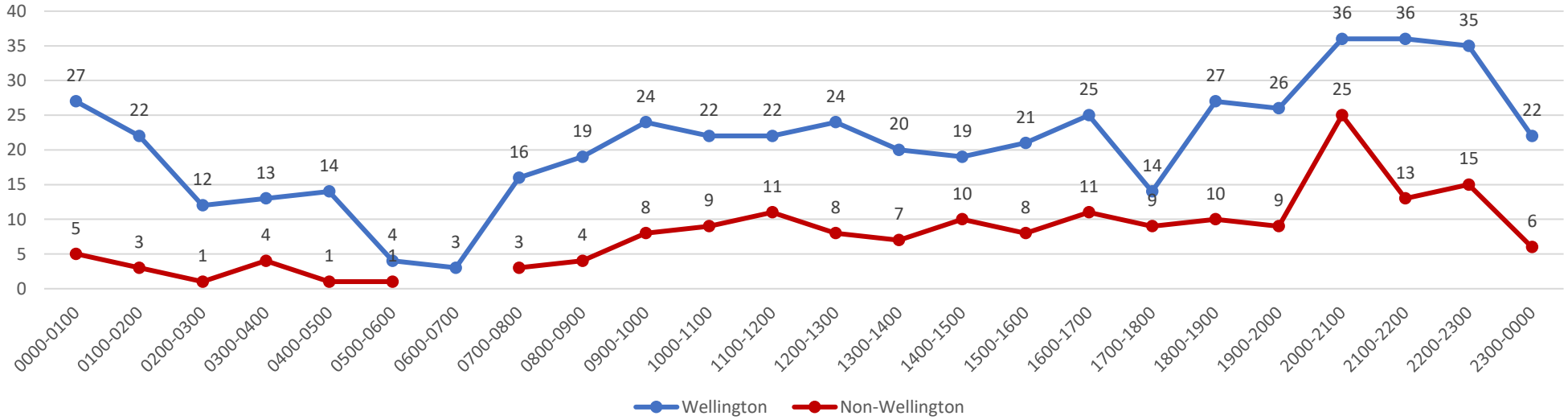
Officer-Initiated



Total Calls



Wellington/Non-Wellington Calls by Hour



July 2023

Response Times / Time on Calls
Dispatched Calls Only
All Times in Minutes

Average Response Time (All Units)		
High		4.82
Medium		14.1
Low		43.8
Avg. Response Time		20.91

Average Time on Calls (All Wellington Calls)			
High			24.38
Medium			36.79
Low			38.18
Avg. Time			33.12