



Town Board of Trustees

Tuesday, February 8, 2022 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

The information for the Town's virtual meeting can be found below:

<https://us02web.zoom.us/j/85063056869>

Meeting ID: 850 6305 6869

Passcode: 440873

One tap mobile

+13462487799

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. January 25, 2022 - Regular Meeting Minutes

Attachments:

- **January 25, 2022 - Regular Meeting Minutes** (01-25-2022_-_Regular_Meeting_Minutes.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. Case 21.15 Brunner Subdivision Final Plat

Resolution No. 902-22 - A Resolution Approving a Final Plat for the Brunner Subdivision

Steve Hebert, Planning and Economic Development Manager

Attachments:

- **Public Hearing Script** (0_-_Public_Hearing_Script.PC.pdf)
- **Staff Report Case 21.15 Brunner Subdivision Final Plat** (1_-_Staff_Report_Brunner_FP_CaseNo.21.15_Board.pdf)
- **PowerPoint Presentation Case 21.15 Brunner Subdivision Final Plat** (2_-_PowerPoint_Presentation_Brunner_FinalPlat_Board.pdf)
- **Land Use Application** (3_-_Final_Plat_Land_Use_Application.pdf)
- **Letter of Intent/Narrative** (4_-_Final_Plat_and_Site_Plan_-_Intent_Letter.pdf)
- **Brunner Subdivision Final Plat** (5_-_Brunner_Subdivision_Final_Plat.pdf)
- **Combined Staff and Referral Agency Comments** (6_-_BRUNNER_FINAL_PLAT_InitialReferralResponses_Combined.pdf)
- **Traffic Study** (7_-_Traffic_Study__1_.pdf)
- **Planning and Zoning Commission Resolution No. 2022-01** (8_-_Resolution_No._2022-01_-_Recommending_Approval_of_the_Final_Plat_for_the_Brunner_Subdivision.pdf)
- **Resolution No. 902-22 - A Resolution Approving a Final Plat for the Brunner Subdivision** (9_-_Reso._902-22_BrunnerSubdivision__BOT.pdf)
- **Suggested Motion** (10_-_suggested_motion.pdf)

b. Case 21.21 Bennett Avenue Townhomes Subdivision Final Plat

Resolution No. 903-22 - A Resolution Approving a Final Plat for Bennett Avenue Townhomes

Steve Hebert, Planning and Economic Development Manager

Attachments:

- **Public Hearing Script** (0_-_Public_Hearing_Script.PC.pdf)
- **Staff Report Case 21.21 Bennett Avenue Townhomes Subdivision Final Plat** (1_-_Staff_Report_BennettAve_Townhome_FP.pdf)
- **PowerPoint Presentation Case 21.21 Bennett Avenue Townhomes Subdivision Final Plat** (2_-_PowerPoint_Presentation_Bennett_Ave_Townhome_FinalPlat.pdf)
- **Land Use Application** (3_-_Land_Use_Application_Form.pdf)

- **Letter of Intent/Narrative** (4_-_Letter_of_Intent.pdf)
- **Bennett Avenue Townhomes Final Plat** (5_-_Bennett_Final_Plat_21-116_2021-12-27.PDF)
- **Combined Staff and Referral Agency Comments** (6_-_300_Bennett_Ave_FinalPlat_ReferralCommentsCombined.pdf)
- **Traffic Study** (7_-_Traffic_Study.pdf)
- **Planning and Zoning Commission Resolution No. 2022-02** (8_-_Resolution_No._2022-02_-_Recommending_Approval_of_a_Final_Plat_for_Bennett_Townhome_Subdivision.pdf)
- **Resolution No. 903-22 - A Resolution Approving a Final Plat for Bennett Avenue Townhomes** (9_-_Resolution_No._903-22_BennettAveTownhomes_BOT.pdf)
- **Suggested Motion** (10_-_suggested_motion.pdf)

7. Action/Discussion Items

a. Bennett Food Bank Lease Agreement - Second Amendment

Ordinance No. 736-22 - An Ordinance Approving a Second Amendment to Lease Agreement Between the Town and the Bennett Community Food Bank

Rachel Summers, Deputy Town Administrator

Attachments:

- **Staff Report Bennett Food Bank Lease Agreement - Second Amendment** (0_-_Staff_Report_Food_Bank.pdf)
- **Bennett Food Bank Lease Agreement, January 2017** (1_-_Food_Bank_Lease_Agreement.pdf)
- **First Amendment to the Lease Agreement, March 2017** (2_-_Food_Bank_1st_Amendment.pdf)
- **Second Amendment to the Lease Agreement, January 2022** (3_-_2nd_Amend_Food_Bank_Lease.pdf)
- **Ordinance No. 736-22 - An Ordinance Approving a Second Amendment to Lease Agreement Between the Town and the Bennett Community Food Bank** (4_-_Ordinance_No._736-22_Food_Bank_Lease.ord.pdf)
- **Suggested Motion** (5_-_suggested_motion.pdf)

b. Cancellation of April 5, 2022 Election

Resolution No. 904-22 - A Resolution Instructing the Town Clerk to Cancel the April 5, 2022 Election and Declaring Candidates Elected

Christina Hart, Town Clerk

Attachments:

- **Staff Report Cancellation of April 5, 2022 Election** (Staff_Report.pdf)
- **Kevin Barden Candidate Affidavit/Acceptance of Nomination** (Kevin_Barden_Candidate_Affidavit.pdf)
- **Steve Dambroski Candidate Affidavit/Acceptance of Nomination** (Steve_Dambroski_Candidate_Affidavit.pdf)
- **Darvin Harrell Candidate Affidavit/Acceptance of Nomination** (Darvin_Harrell_Candidate_Affidavit.pdf)
- **Resolution No. 904-22 - A Resolution Instructing the Town Clerk to Cancel the April 5, 2022 Election and Declaring Candidates Elected** (Re

solution_No._904-22_-_Cancel_the_April_5_2022_Election_and_Declaring_Canditates_Elected.pdf)

- **Suggested Motion** (suggested_motion.pdf)

c. Request for Proposal (RFP) 22-001 - Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14

Daymon Johnson, Capital Projects Director

Attachments:

- **Staff Report Request for Proposal (RFP) 22-001 - Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14** (_0_-_Staff_Report_-_RFP_22-001_-_Laramie_Fox_Hills_Well_14_-_DJ_-_2.3.22.pdf)
- **Hydro Resources Bid Proposal** (Hydro_Proposal_Bennett_LFH-14_Final_Bid_Documents_013122.pdf)
- **Layne Christensen Company Bid Proposal** (Layne_Proposal_for_Town_of_Bennett_LFH14_2022.pdf)
- **Bid Comparison Tabulation: Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14** (1_-_Bennett_LFH-14_Bid_Comparison_-_2.1.22.pdf)
- **Request for Proposal (RFP) 22-001 - Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-17** (2_-_RFP_22-001_-_FINAL_Bennett_LFH-14_-_1.10.22.pdf)
- **Request for Proposal (RFP) - Project Specification Manual** (3_-_Bennett_RFP-22-001_LFH-14_Project_Manual.pdf)
- **Suggested Motion** (suggested_motion.pdf)

8. Town Administrator Report

Trish Stiles, Town Administrator

9. Trustee Comments and Committee Reports

Mayor and Trustees

10. Executive Session

Trish Stiles, Town Administrator

Attachments:

- **Executive Session Script** (Bennett_Exec_Session_Script.pdf)

- (1) for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); Town Administrator Performance Review and Contract**
- Return to Open Meeting**
- Report from Executive Session**

11. Action/Discussion Item

a. To Take Action on the Town Administrator Yearly Contract Amendment No. 8

Royce D. Pindell, Mayor

12. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on
02/04/2022 at 4:29 PM

**TOWN OF BENNETT, COLORADO
BOARD OF TRUSTEES
Regular Meeting
January 25, 2022**

1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, January 25, 2022 via hybrid meeting. Mayor Royce D. Pindell called the meeting to order at 7:00 p.m. The following persons were present upon the call of the roll:

Mayor: Royce D. Pindell

Trustees Present: Kevin Barden
Darvin Harrell
Whitney Oakley
Denice Smith
Donna Sus
Larry Vittum

Staff Present: Trish Stiles, *Town Administrator*
Rachel Summers, *Deputy Town Administrator*
Taeler Houlberg, *Administrative Services Director*
Alison Belcher, *Communications and IT Director*
Steve Hebert, *Planning and Economic Development Manager*
Daymon Johnson, *Capital Projects Director*
Sara Aragon, *Community Development Manager*
Dan Giroux, *Town Engineer*
Mike Heugh, *Town Traffic Engineer*
Steve King, *Special Projects Coordinator*
Melinda Culley, *Town Attorney*
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, Andrew Thornton, Corissa Thornton, Ernestine Trujillo,
Larry Gayeski, Chad August Shirley Reynolds, Michelle Gayeski, Bob Frachetti,
John Vitella

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Royce D. Pindell.

3. APPROVAL OF AGENDA

MAYOR PRO TEM HARRELL MOVED, TRUSTEE VITTUM SECONDED to approve the agenda as presented. The voting was as follows:

YES: Harrell, Oakley, Pindell, Smith, Sus, Vittum, Barden
NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

4. CONSENT AGENDA

MAYOR PRO TEM HARRELL MOVED, TRUSTEE VITTUM SECONDED to approve the consent agenda as presented.

YES: Oakley, Pindell, Smith, Sus, Vittum, Barden, Harrell
NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

A. Action: Approval of January 11, 2022 Regular Meeting Minutes

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments presented.

5. REGULAR BUSINESS

A. Public Hearing

1. Case No. 21.33 Ziggi's Coffee Bennett Final Development Plan

Resolution No. 899-22 – A Resolution Approving the Ziggi's Coffee Final Development Plan

Mayor Royce D. Pindell called the matter of Case 21.33 Ziggi's Coffee Final Development Plan to order. The public hearing was opened at 7:05 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statue, notice of the public hearing was properly posted and published in the Eastern Colorado News on January 7, 2022. Legal #2557.

Steve Hebert, Planning and Economic Development Manager, reported to the Board of Trustees Case No. 21.33 is a proposed final development plan (FDP) for a 624 square-foot Ziggi's Coffee Drive-thru kiosk building on Lot 8, Block 1 of the Bennett Crossing Filing 1 subdivision. The 0.78-acre parcel is located at the northeast corner of Marketplace Drive and Private Drive A, immediately south of the new Comfort Inn & Suites. The subject property lies within the Planning Area - Business Commercial subarea zone district in Bennett Crossing.

The site plan has a shared access with Comfort Inn & Suites and a drive-thru circling clockwise around the kiosk building. There is no indoor seating; but, there will be a patio with trellis on the southwest side of the building for outdoor seating. The plan shows 16 parking spaces, a large landscaped area in the middle of the site, with a future play area.

The proposed landscape plan includes a collection of shade trees; ornamental trees; deciduous and evergreen shrubs; ornamental grasses and rock mulch. The plan has been designed to focus on water conservation while providing aesthetic enhancements. See the

packet for other sheets and details. Staff has recommended the relocation of a couple of trees to enhance visibility of the kiosk building.

Access is via Private Drive A on the west side of the property through a shared driveway with Comfort Inn & Suites. Sidewalks on the south and west side of the property provide pedestrian access. The plan shows 15 parking spaces, which exceeds the Town's minimum requirement of 10 spaces for a business of this size.

Water service will be provided by the Town of Bennett. Sanitary Sewer Sanitary sewer service will be provided by the Town of Bennett. Stormwater Management Stormwater will be collected and conveyed as part of the Bennett Crossing stormwater system. Access and Traffic Access is via Private Drive A on the west side of the property. Fire and Rescue Bennett-Watkins Fire Rescue will provide service. The applicant shall meet directly with BWFR to review specific site and building plans to assure conformance with International Fire Code standards. Gas, Electricity and Telecommunications Natural gas will be provided by Colorado Natural Gas, electricity by CORE Electric Cooperative and telecommunications by Eastern Slope Technologies (ESRTA).

The proposed restaurant is consistent with the Guiding Principles, Vision Statement and Goals of the 2021 Comprehensive Plan. In particular, it is consistent with the principle of promoting a mix of land uses and enhancing the Town's employment base.

Notice of the January 25, 2022 Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. No comments, other than those from the referral agencies, have been received to date.

Applicants Andrew and Corissa Thornton expressed their excitement to the Trustees for the opportunity to bring their business to the Town.

There was no public commented presented.

The public hearing was closed at 7:25 p.m.

TRUSTEE VITTUM MOVED, MAYOR PRO TEM HARRELL SECONDED to approve Resolution No. 899-22 – A resolution approving the Ziggi's Coffee Final Development Plan subject to the following conditions:

1. The applicant shall confer with the Bennett Fire Protection District to ensure the proposed development conforms to adopted (IFC) fire code standards and design expectations of both the Town of Bennet and the District.
2. Before recording the FDP, the applicant shall make minor modifications directed by Town Staff, the Town Attorney, and the Town Engineer.

The voting was as follows:

YES:	Pindell, Smith, Sus, Vittum, Barden, Harrell, Oakley
NO:	None

Mayor Royce D. Pindell declared the motion passed unanimously.

2. **Amending Chapter 16 of the Bennet Municipal Code Concerning Fair Contributions for Public School Sites**

Ordinance No. 735-22 – An Ordinance Amending Chapter 16 of the Bennett Municipal Code Concerning Fair Contributions for Public School Sites

Mayor Royce D. Pindell called the matter of proposed amendments to Chapter 16 of the Bennett Municipal Code to order. The public hearing was opened at 7:35 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on January 7, 2022. Legal #2556.

Steve Hebert, Planning and Economic Development Manager reported to the Board of Trustees, the attached ordinance implements the provisions of the Intergovernmental Agreement Concerning Land Dedications or Payments in Lieu for School Purposes (the "IGA"), which was recently approved by the Board of Trustees. Specifically, this ordinance:

- Amends and updates the requirements for land dedication for public school sites or payments in lieu of land dedication ("fair contributions for public school sites").
- States that the amount of amount land or payment in lieu required shall be determined in accordance with the IGA. This allows the Board and School District to make changes to the methodology for determining fair contribution for public school sites in the future without having to amend the Town Code again.
- Exempts certain properties/uses from having to comply with the fair contributions for public school sites requirements, including:
 - o Age restricted housing
 - o Limited term stay housing
 - o Long term assisted living facilities
 - o Alteration/replacement/expansion of a legally existing building that does not increase the number of dwelling units
- Sets forth the requirements for land dedication, including requiring the developer to provide a site that has direct access to an improved street, utilities stubbed to the site, and overlot grading.
- Repeals and reenacts Section 16-5-510 of the Town Code to create a separate section for the Town's public land dedication requirements. This just moves those requirements into their own section (separate from the school dedication requirements), but doesn't make any other changes to the public land dedication requirements.

There were no public comments presented.

The public hearing was closed at 7:47 p.m.

TRUSTEE SMITH MOVED, TRUSTEE SUS SECONDED to approve Ordinance No. 735-22 – An ordinance amending Chapter 16 of the Bennett Municipal Code concerning fair contributions for public school sites. The voting was as follows:

YES: Smith, Sus, Vittum, Barden, Harrell, Oakley, Pindell
NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

3. **Bennett Lodging, Ltd. Third Amendment to Public Improvements Reimbursement and Tax Rebate Agreement**

Ordinance No. 734-22 – An Ordinance Approving a Third Amendment to the Public Improvements Reimbursement and Tax Rebate Agreement

Rachel Summers, Deputy Town Administrator, reported to the Board of Trustees, the Public Improvements Reimbursement and Tax Rebate Agreement between the Town of Bennett and Bennett Lodging, Ltd via Ordinance No. 693-19 on January 29, 2019. Under the agreement, the Town agreed to reimburse the Developer a portion of the sales and lodging tax as well as property and use tax collected on the property in exchange for the Developer's construction and completion of certain public improvements related to a Comfort Inn & Suites hotel. The original agreement stated that if the Developer failed to obtain a certificate of occupancy for the hotel on or before December 31, 2020, then the agreement would terminate, and the Developer would not receive the sale and lodging tax reimbursement payments. The Reimbursement Agreement also included a ten-year term from the First Accrual Date, which is defined as the last day of the first month in which the Hotel receives a "Certificate of Occupancy".

The Board approved the First Amendment to the Reimbursement Agreement dated September 22, 2020, providing a termination date if the Developer fails to obtain a certificate of occupancy for the Hotel on or before June 30, 2021. Additionally, the Board approved the Second Amendment to the Reimbursement Agreement dated May 11, 2021, providing that if the Developer fails to obtain a certificate of occupancy for the Hotel on or before December 31, 2021, then the Reimbursement Agreement shall terminate, and no payments shall be due or paid by the Town to Developer.

Staff received an email dated December 10, 2021, from the hotel developer, Bruce Rahmani, which identified the Developers' eagerness to complete construction but continued to face unexpected material, labor, and plan updates. His request is for a six-month extension, understanding that he has a financial impact each day he is not open.

Staff recommends that the Agreement be amended again to remove the December 31, 2021, deadline for obtaining a certificate of occupancy related to the sales and lodging tax. Further, we recommend that the Agreement's termination date be changed to 10 years from the date the Third Amendment is executed. Therefore, if the Third Amendment is approved, the clock for reimbursing sales and lodging tax begins now. Additionally, amending section 4.01 Town Property Tax Rebate to terminate and no property tax rebates shall be due or paid to the Developer if the Developer fails to obtain a certificate of occupancy for the Hotel on or prior to June 30, 2022. As well as amending Section 4.02 Construction Use Tax Rebate to terminate and no construction use tax rebates shall be due or paid to the Developer if the Developers fails to obtain a certificate of occupancy for the Hotel on or prior to June 30, 2022.

TRUSTEE SUS MOVED, MAYOR PRO TEM HARRELL SECONDED to approve Ordinance No. 734-22 – An ordinance approving a third amendment to the Public Improvements Reimbursement and Tax Rebate Agreement with Bennett Lodging, Ltd. The voting was as follows:

YES: Sus, Vittum, Harrell, Oakley, Pindell, Smith

NO: Barden

Mayor Royce D. Pindell declared the motion passed 6 to 1.

4. The Town of Bennett's Three-Mile Plan

Resolution No. 901-22 – A Resolution Adopting an Updated Three-Mile Plan for the Town of Bennett, Colorado

Steve Hebert, Planning and Economic Development Manager, reported to the Board of Trustees, the Town has received three petitions for annexation into the Town. Before the Board of Trustees considers these annexations, the Municipal Annexation Act of 1965 requires the Town have in place a three-mile plan. The reference to “three miles” relates to the requirement in the Municipal Annexation Act that no annexation may extend the Town’s boundary more than three miles in any direction in any one year.

The State of Colorado Department of Local Affairs (DOLA) describes a three-mile plan as:

“a long range planning opportunity for municipalities to consider where they want to annex, how they will provide service in the newly annexed areas, and how they will sustain adequate levels of service throughout the rest of the municipality. It ensures that the municipality will annex land only when it is consistent with pre-existing plans for the surrounding area. The statute requires a three-mile plan to generally describe the proposed location, character and extent of future public utilities and infrastructure (e.g., streets, bridges, parks, playgrounds, aviation fields, waterways, open spaces and other public grounds) as well as proposed land uses for the area.”

DOLA’s complete overview of the three-mile plan concept is attached.

The Town of Bennett has enacted, adopted and approved various land use, planning and transportation documents over the last several years. Each of these planning documents give the Board of Trustees guidance on how the town might grow and how new development, if any, can be served. Specifically, those plans are:

1. 2021 Comprehensive Plan
2. 2019 Capital Asset Inventory Master Plan
3. 2019 Parks, Trails and Open Space Master Plan
4. 2019 Arts and Cultural Master Plan
5. 2011 Regional Trail Plan
6. 2010 Downtown Planning Study
7. 2013 Planning and Environmental Linkages Report

TRUSTEE SUS MOVED, TRUSTEE SMITH SECONDED to approve Resolution No. 901-22 – A resolution adopting an updated three-mile plan for the Town of Bennett, Colorado. The voting was as follows:

YES: Vittum, Barden, Harrell, Oakley, Pindell, Smith, Sus

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

5. **Mundell Property (Bennett North) Annexation – Substantial Compliance Resolution and Setting a Public Hearing**

Resolution No. 900-22 – A Resolution Finding Substantial Compliance for an Annexation Petition Filed with the Town of Bennett, Colorado Known as the Bennett North Annexation to the Town of Bennett, and Setting a Public Hearing

Steve Hebert, Planning and Economic Development Manager, report to the Board of Trustees, the Town has received a petition for annexation from MGV Investments, LLC acting on behalf of multiple owners of the property known as the Mundell property, at the southwest corner of East 38th Avenue and 1st Street/Converse Road (see the attached annexation map). The request is for annexation of 153.62 acres that currently lie within unincorporated Adams County.

Under state statute, the annexation process involves several steps including:

- **Step 1:** Make a determination as to whether the petition for annexation is in substantial compliance with State law and set a public hearing on the annexation.
- **Step 2:** Notice of the hearing on the proposed annexation is published in the newspaper for four consecutive weeks and mailed to the County, School District and special districts.
- **Step 3:** The Town prepares or directs the applicant to prepare an annexation impact report.
- **Step 4:** The Town Board holds a public hearing on the annexation at which it will decide whether the property is eligible for annexation, whether or not to approve the annexation, and approve zoning for the property.
- **Step 5:** The Town Board acts on an Annexation Agreement between the Town and property owner.

This petition for annexation is at the first step in the process. The action requested tonight is for the Board to find the annexation petition to be in substantial compliance with state law and to set a public hearing on the proposed annexation. By this action, the Board is not deciding whether the property is eligible for annexation or whether to approve the annexation, but rather that the application is in substantial compliance with the statute.

State statute sets forth the process for an annexation petition and requires the petition contain the following:

- An allegation that it is desirable and necessary that such area be annexed to the municipality.
- An allegation that the requirements of Sections 31-12-104 and 31-12-105 exist or have been met.
- An allegation that the signers of the petition comprise more than fifty percent of the landowners in the area and own more than fifty percent of the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality.
- A request that the annexing municipality approve the annexation of the area proposed to be annexed.

TRUSTEE OAKLEY MOVED, TRUSTEE VITTUM SECONDED to approve Resolution No. 900-22 – A resolution finding substantial compliance for an annexation petition filed with the Town of Bennett, Colorado known as the Bennett North Annexation to the Town of Bennett, and setting a public hearing. The voting was as follows:

YES: Barden, Harrell, Oakley, Pindell, Smith, Sus, Vittum
NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

Mayor Royce D. Pindell called for a recess at 8:15 p.m. The meeting resumed at 8:20 p.m.

6. Request for Proposal (RFP) 21-015 – Waste Reclamation & Resource Recovery Facility (WRRF) Expansion Project

Daymon Johnson, Capital Projects Director, reported to the Board of Trustees, the Town issued the initial request for proposal (RFP) for the WRRF Expansion work as RFP 21-011 on Monday, August 23, 2021. This RFP was eventually canceled, in part because of the lack of ability for contractors to create an apples-to-apples budget comparison. Upon canceling this RFP, the Town contracted with Dave Takeda at MSK Engineering to help draft an updated RFP that would assist in the creation of a clear scope of services and provide a fair bid comparison.

The result of a series of meetings to determine the depth and breadth of the scope was RFP 21-015, which was issued on Monday, November 29, 2021, for the Design and Engineering Services of the Waste Reclamation & Resource Recovery Facility Expansion project. All who attended the pre-bid job walk for the initial RFP were directly solicited and it was also posted on the Town's website. This bid solicitation was open for three (4) weeks and proposals were due on Wednesday, December 21, 2021. The Town received three qualifying bids for the engineering services scope of work as outlined in the attached RFP. The bidders were:

Bidding Firm	Bid
JVA Consulting Engineers, Inc.	\$761,200
Aqua Engineering	\$748,920
KLJ Engineering, LLC	\$448,589

Upon receipt of the bids, Staff completed initial reviews of each proposal and had several meetings to discuss our preliminary scoring, and what the style and questions of the interview process would be. The team of reviewers included Daymon Johnson, Dave Takeda (MSK Engineers) Will Raatz (W2 Engineers), Dan Giroux (Town Engineer), Ricky Martinez and Robin Price.

Interviews of all firms were conducted on Tuesday, January 11, 2022. Each firm was given an opportunity to pitch their ideas, and we then followed with a question and answers-based interview process.

Ultimately, the selection came down to JVA & Aqua Engineering. During their interviews, our team asked some very thoughtful, thorough and critically direct questions. We feel that we gained a firm understanding of their plan to deliver this engineering scope in a timely and efficient manner, how their interactions and experience could help with Colorado Department

of Public Health & Environment (CDPHE) and how their background would allow them to leverage their previous design work in order to ensure a thorough, well-planned design.

Staff unanimously identified Aqua Engineers to be the recommended designer of this facility expansion. There were myriad factors for this, but familiarity with our systems and the proven results and overall management of the original plant design were some of the major benefits for the town. Additionally, their reuse experience and understanding of pending CDPHE changes were also critical. Overall, Staff felt the best choice was to proceed with Aqua Engineers & Bob Frachetti's team.

A \$350,000 appropriation was carried forward from 2021. The remaining expense of \$398,920 will need to be expended from the waste water capital fund balance which will result in a future budget amendment should the waste water fund's total expenditures exceed the 2022 appropriation.

TRUSTEE BARDEN MOVED, MAYOR PRO TEM HARRELL SECONDED to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Aqua Engineers in an amount not to exceed \$748,920 for engineering services to complete the design of the Water Reclamation & Resource Recovery Facility expansion. The voting was as follows:

YES: Harrell, Oakley, Pindell, Smith, Sus, Vittum, Barden

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

7. Fees for Legal Services

Melinda Culley, Town Attorney, reported to the Board of Trustees, Kelly PC Municipal Lawyers, have very much enjoyed serving as Town Attorney to the Town of Bennett for the last eighteen years. While cost-effective service to the Town is a primary goal of our firm, we must also consider the ongoing increases in our own costs of doing business. Based upon the firm's general review of its fees, services, and costs, we find it necessary to increase our fees to the Town effective January 1, 2022. We last increased our rates on January 1, 2019.

Attached is a copy of our fee schedule, which reflects a \$10/hour rate increase effective January 1, 2022. This hourly increase reflects a rate that is less than the rate of inflation since the last time our fees were increased (see attached CPI-U for 2019, 2020, and estimated 2021 inflation figures). If acceptable to the Town, the revised Exhibit A to our contract should be approved by the Board of Trustees.

We have appreciated the opportunity to serve the Town of Bennett for so many years, and look forward to continuing our services in 2022. We will, of course, continue to work with the Town to identify and implement methods for managing legal work and fees.

- Attorney time – Principals \$215.00 per hour
- Attorney time – Senior Associates \$205.00 per hour
- Attorney time – Associates \$190.00 per hour
- Paralegals/Law Clerks \$ 95.00 per hour

Expenses:

- Copying \$0.15 per page Mileage Current IRS reimbursement rate Postage/Delivery at cost
- Travel Time: Travel will be billed one-way

TRUSTEE SUS MOVED, TRUSTEE SMITH SECONDED to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Kelly PC Municipal Lawyers reflecting a \$10/hour rate increase for identifying and implementing methods for managing legal work and fees effective January 1, 2022. The voting was as follows:

YES: Oakley, Pindell, Smith, Sus, Vittum, Barden, Harrell

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

6. TOWN ADMINISTRATOR REPORT

Trish Stiles, Town Administrator, reported on the following:

- Staff organized a virtual Engage, Shape, Build regarding the Master Transportation Plan (MTP) on January 19, 2022. Staff is encouraging the public, Staff, and Trustees to provide comments and feedback on the MTP. \$2 million has been requested from CDOT for the Exit 304 bridge design. There would be a Memorandum of Understanding entered into not an IGA.
- Staff is awaiting a response from CDOT to perform a crosswalk study to refresh the crossing at Hwy 79 and Centennial.
- Sub-regional projects from TIP will be in late May, 2022 – June, 2022.
- Staff is in the process of revising the Dynamic Engine Braking ordinance in order to meet CDOT's guidelines for the signage. Staff will present the revised ordinance to the Trustees during the first meeting in March.
- Ms. Stiles asked the Trustees of a good date in February for a board retreat. After a small discussion the board retreat will take place on February 25, 2022.

7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

Whitney Oakley

Trustee Oakley reported on the following:

- Asked Staff to provide a link to Smartsheet for the Town Administrator's yearly review.

Royce D. Pindell

Mayor Royce D. Pindell reported on the following:

- Thanked Staff for all of their hard work.

8. ADJOURNMENT

TRUSTEE VITTUM MOVED, MAYOR PRO TEM HARRELL SECONDED to adjourn the meeting. The meeting was adjourned at 9:35 p.m. Voting was as follows:

YES: Pindell, Smith, Sus, Vittum, Barden, Harrell, Oakley

NO: None

Mayor Pro Tem Harrell declared the motion carried by unanimous vote.

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

**QUASI-JUDICIAL PUBLIC HEARING SCRIPT
BOARD OF TRUSTEES**

MAYOR: I will now open the public hearing on the following application: An application for **Case No. 21.15 Brunner Subdivision Final Plat**.

The purpose of the hearing is to provide a public forum for all interested parties who wish to comment on an application before the Board of Trustees. If you wish to speak please write your name and address in the chat box and you will be called on.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town staff.

NEXT, we will have a presentation by the applicant.

After these two presentations we will allow people who signed up to speak for up to 3 minutes each. Please **DO NOT REPEAT** points made by others. It is fine to say, "I agree with the previous speaker's comments". Please direct your comments to the Board, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

NEXT, the Board may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Board will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

MAYOR: Do we have proper notification?

[Town Clerk to confirm on record notice has been provided]

Do any Trustees have any disclosures?

[Trustees to disclose conflicts of interests, ex parte contacts, etc]

Town staff, please introduce the applicant and provide your staff report.

[Staff presentation]

Will the applicant or the applicant's representative present the application?

[Applicant presentation]

Do any of the Trustees have questions of the applicant or Town staff?

[Question and Answer]

MAYOR: I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?

[If more than one person has signed in, call them in order.]

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?

[Additional public comment]

If there is no more public comment, I will now close the public comment portion of the public hearing.

MAYOR: Does the applicant wish to respond to any of the comments?

[Opportunity for applicant to provide any rebuttal evidence]

MAYOR: Before we turn to Trustee questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Trustee packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; the public posting log and photographs of the notice, and the Town's subdivision and zoning ordinances and other applicable regulations. Does anyone have any objection to inclusion of these items in the record?

MAYOR: I will now close the public hearing and the Trustees will deliberate on the evidence presented. During deliberations, Trustees may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments

[If anyone believes the applicable criteria have not been met, then please explain why so we have those reasons for the record.]

MAYOR: We have a draft Resolution in front of us and I would entertain a motion.

May we have a Roll-Call vote?

Motion carries/fails.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Steve Hebert, Planning and Economic Development Manager
DATE: February 8, 2022
SUBJECT: Case No. 21.15 – Brunner Subdivision Final Plat

Owner/Representative(s): Debra and Eric Brunner/MGV 36 South Land Investments, LLC; John Vitella, Karen Henry

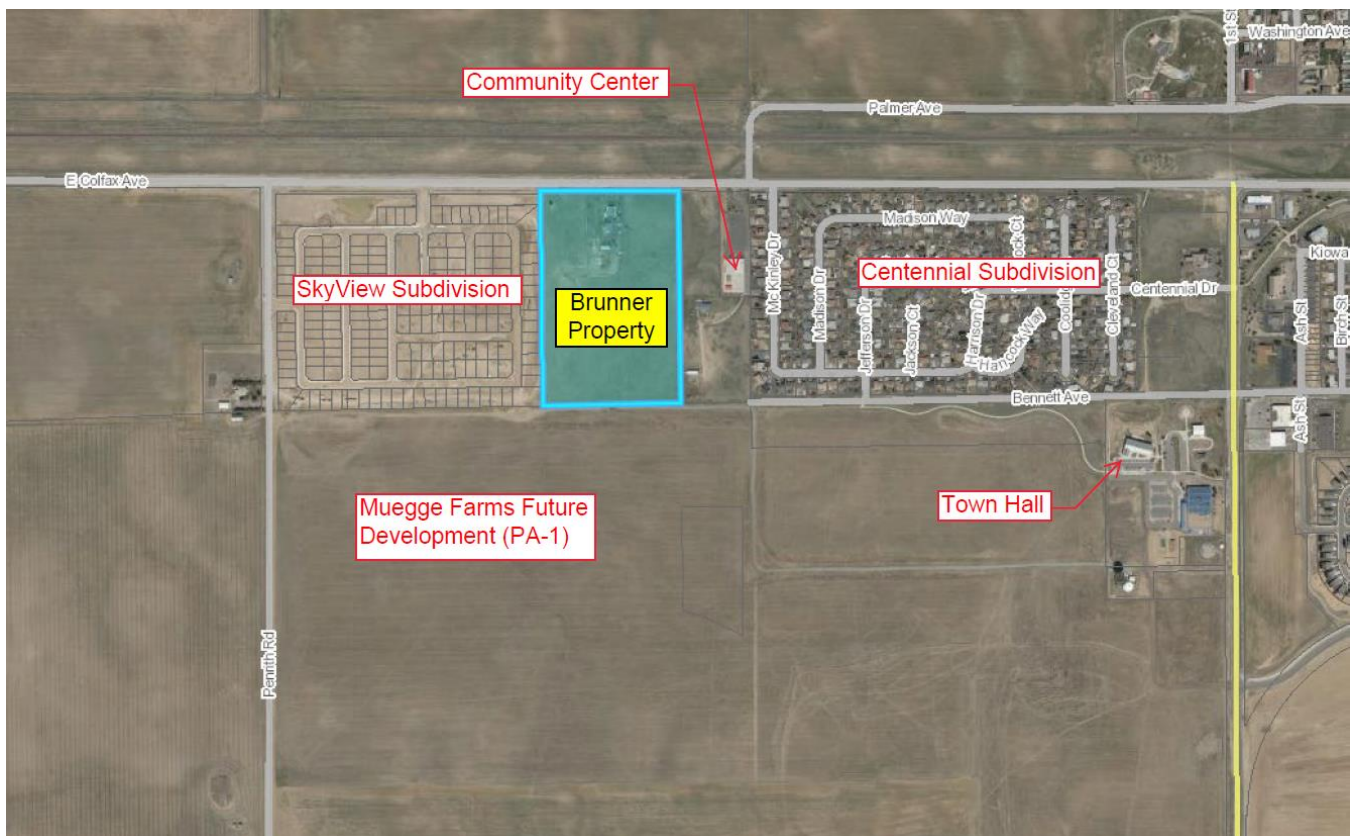
Location: 45900 Highway 36, Immediately East of D R Horton's SkyView Subdivision

Purpose: Final Plat for 87 Single-family Detached Lots

Background

Case No. 21.15 is a proposed final plat for 87 single-family detached lots on 20.17 acres. The property is located on the south side of US Highway 36/East Colfax Avenue, just east of the SkyView subdivision. The property is zoned R-2 – Mid-Density Residential.

The map below shows the Brunner property in relation to the surrounding properties.



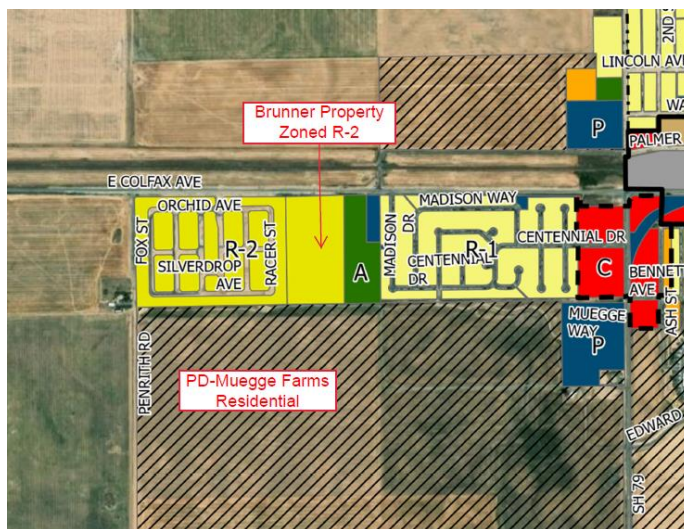


Access to the subdivision will be via East Colfax Avenue to the north and a second access to the south via a new Lark Sparrow Way into the Muegge Farms planning area, with a connection west to Penrith Road and east to S. 1st Street. An approximate one-acre tract is reserved in the middle of the subdivision for a future park.

See the final plat document in the packet for more details on lot, tract, right-of-way and easement locations and dimensions.

Zoning and Land Use Regulations

The map and table below show the zoning of the surrounding area, including a mix of R-1, R-2, A, A-3, PD and P zone districts.



Direction	Zone District	Current Land Use
North	A-3 in Adams County	Agricultural
East	A, R-1 and P	Residential and Community Center
South	PD – Muegge Farms Residential	Vacant
West	R-2	Residential

The table below summarizes the minimum and maximum standards in the R-2 zone district and how the proposed subdivision plat compares. Most of the standards will be reviewed at the time of site plan and building permit.

Standard	R-2 Zone District	Proposed
Min. Lot Area/Dwelling Unit	3,500 sq. ft.	5,000 sq. ft.
Min. Lot Width	25 ft.	50 ft.
Max. Lot Coverage	70%	TBD
Minimum Front Yard Setback (Principal Structure)	10 ft.	TBD
Min. Side Yard Setback (Principal Structure)	5 ft.	TBD
Min. Rear Yard Setback (Principal Structure)	10 ft.	TBD
Maximum Height (Principal Structure)	35 ft.	TBD

Public Services and Utilities

Water

Water service will be provided by the Town of Bennett. See the Town Engineer's memorandum.

Sanitary Sewer

Sanitary sewer service will be provided by the Town of Bennett. See the Town Engineer's memorandum.

Stormwater Management

Stormwater will be accommodated by a regional stormwater system, including an infiltration pond off-site in the Muegge Farms development. See the Town Engineer's memorandum.

Access and Traffic

Access to the north is via East Colfax Avenue with a right-in/right-out main entry. Access to the south will be via a new street, Lark Sparrow Way, which will connect to Civic Center Drive and other streets in the Muegge Farms development. See comments below regarding the proposed access.

Fire and Rescue

Bennett-Watkins Fire Rescue (BWFR) will provide service. The applicant should meet directly with BWFR to review specific site and building plans to assure conformance with International Fire Code standards. See the fire district's response.

Gas, Electricity and Telecommunications

Natural gas will be provided by Colorado Natural Gas, electricity by CORE Electric Cooperative and telecommunications by Eastern Slope Technologies (ESRTA) or Comcast.

Public Land Dedication Requirements

Park Land and Public Facilities

The Municipal Code requires ten percent (10%) of the total land area contained within the subdivision to be dedicated to the Town for park land and other public facilities. Given the size of the subdivision, the public land dedication requirement is 2 acres. The Tract C (open space buffer), Tract G (park), Tract F (pedestrian corridor) and Tracts I and J (southern open space buffer) will be given credit. At 2.68 acres, together these will satisfy the public land dedication requirement.

Bennett School District 29J

The Bennett School District 29J has requested cash-in-lieu of land dedication, which will be payable pursuant to the Town of Bennett/School District IGA and the municipal code in effect at the time of building permit issuance or subdivision agreement.

Staff Analysis and Findings

Per Section 16-4-380 of the Bennett Municipal Code, the Town shall use the following criteria to evaluate the applicant's final plat application:

- A. The final plat incorporates recommended changes, modifications and conditions attached to the sketch plan unless otherwise approved by the Planning Commission.

Staff Finding: The Final Plat is consistent with the previous sketch plan reviewed by the Planning and Zoning Commission in November 2020.

B. All applicable technical standards in accordance with this Chapter and adopted Town documents have been met.

1. To establish appropriate standards for subdivision design that will:
 - a. Encourage the development of sound, economical and stable neighborhoods and healthy living environments, in conformance with the goals and policies of the Comprehensive Plan.
 - b. Provide lots of adequate size, configuration and design for the purpose for which they are intended to be used.
 - c. Promote superior design and design flexibility.
 - d. Preserve the significant natural features and environmental quality of the Town.
 - e. Guide the physical development of the Town in ways that complement the Town's character and culture.
 - f. Promote a cohesive sense of community among new and current residents, precluding neighborhood design or restrictions that in any way isolate any neighborhood from the rest of the community.
 - g. Provide complete and accurate public land records.

Staff Finding: The proposed final plat will accommodate new development that meets the standards of good subdivision design. Tracts I and J, currently Town of Bennett right-of-way, shall be vacated given they have no reasonable future use for the Town. See comments below regarding access.

2. To establish standards for utilities and other public services that will:
 - a. Provide an efficient, adequate and economical supply of utilities and services to the land proposed for development without adverse effects to property that is currently served.
 - b. Ensure that adequate stormwater drainage, sewage disposal, water supply and other utilities, services and improvements needed as a consequence of the subdivision of the land are provided.
 - c. Provide for the reasonable extension of utilities and services to other lands that may be developed in the future.
 - d. Provide the equitable distribution of the cost of new and expanded public services needed to support new land development.

Staff Finding: The proposed final plat, future subdivision agreement and construction documents will accommodate the extension of utilities and public services to serve the new residential neighborhood.

3. To ensure the provision of adequate and safe traffic circulation that will:
 - a. Minimize traffic hazards through appropriate street design, providing safe and convenient vehicular and pedestrian traffic circulation systems.
 - b. Provide adequate vehicular access to abutting properties.
 - c. Provide streets of adequate capacity and appropriate design and function.

Staff Finding: Because the north access to East Colfax Avenue will be restricted to right-in/right-out (RI/RO), staff believes a convenient access to the south is necessary before the first home is occupied. Residents wanting to go westbound on East Colfax Avenue will not be able to use the neighborhood's north entry. Likewise, residents going westbound on East Colfax will not be able to turn south into the subdivision. These restrictions and inconveniences make a safe and convenient access to the south, either to Civic Center Drive and then west to Penrith, or to Civic Center Drive and east to S. 1st Street essential when the first homes are occupied. Staff continues to work with the applicant on an acceptable solution and has included a condition of approval in the proposed resolution.

4. To ensure adequate public facilities that will:
 - a. Provide for the recreational, cultural, educational and other public facility needs of the community.
 - b. Facilitate effective law enforcement and fire protection.

Staff Finding: The applicant will be required to pay cash-in-lieu of school land dedication, as well as the standard Town impact fees for public facilities. The proposed final plat provides a series of internal and external sidewalks that accommodate pedestrian connections to the neighborhood and the surrounding community.

5. To contribute to the proper development of the community in accordance with the goals and policies of the Comprehensive Plan as it may be updated from time to time.

Staff Finding: The proposed plat is consistent with the principles in the 2021 Town of Bennett Comprehensive Plan related to:

- Mixed land uses
- Access to healthy living
- Access to open space, trails and parks
- Contiguous development
- A variety of transportation choices

C. Compliance with Zoning Regulations

Staff Finding: All lots meet the standards in R-2 – Mid-Density Residential District, as noted above.

Referral Agency Review and Comments

The proposed Brunner Subdivision Final Plat was sent to several referral agencies for comment, including:

1. Town Planning
2. Town Engineer
3. Town Traffic Engineer
4. Town Attorney
5. Bennett-Watkins Fire Rescue (BWFR)
6. CORE Electric Cooperative (IREA)
7. Colorado Natural Gas (CNG)
8. Colorado Department of Transportation (CDOT)
9. Bennett School District 29J

Each of the agencies had comments or recommendations that are either reflected on the final plat document or will be addressed at later stages of the review process such as the site plan or building permit. General cleanup of the document to include all agency comments will be completed before recording.

Public Comment

Notice of the January 24, 2022, Planning and Zoning Commission hearing and the February 8, 2022, Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. No comments, other than those from the referral agencies, have been received to date.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission reviewed this subdivision plat on January 24, 2022, and adopted Resolution No. 2022-01 recommending approval.

Staff Recommendation

Staff finds the proposed final plat is in compliance with the Subdivision Regulations in Chapter 16, Article IV of the Bennett Municipal Code. Staff also finds the plat has been processed according to Section 16-4-360 and meets the approval criteria in 16-4-380. Based upon these findings, staff recommends the Board of Trustees approve Case No. 21.15 – Brunner Subdivision Final Plat, with the following conditions:

1. The subdivision agreement shall include a provision committing the subdivider to build and maintain a second access to the south from the subdivision, in a time, place and manner acceptable to the Town.
2. The plat should be amended to reflect Tracts I and J are to be vacated and owned and maintained by the metropolitan district or the homeowner's association.
3. Before recording the plat, the applicant shall update plat notes related to tracts, easements and maintenance in a manner directed by the Town Engineer and make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

Attachments

1. Staff PowerPoint Presentation (PDF)
2. Land Use Application
3. Letter of Intent/Narrative
4. Brunner Subdivision Final Plat
5. Combined Staff and Referral Agency Comments
6. Traffic Study
7. Planning and Zoning Commission Resolution 2022-01
8. Draft Resolution No. 902-22

Case No. 21.15 Brunner Subdivision Final Plat

Town of Bennett Board of Trustees

February 8, 2022

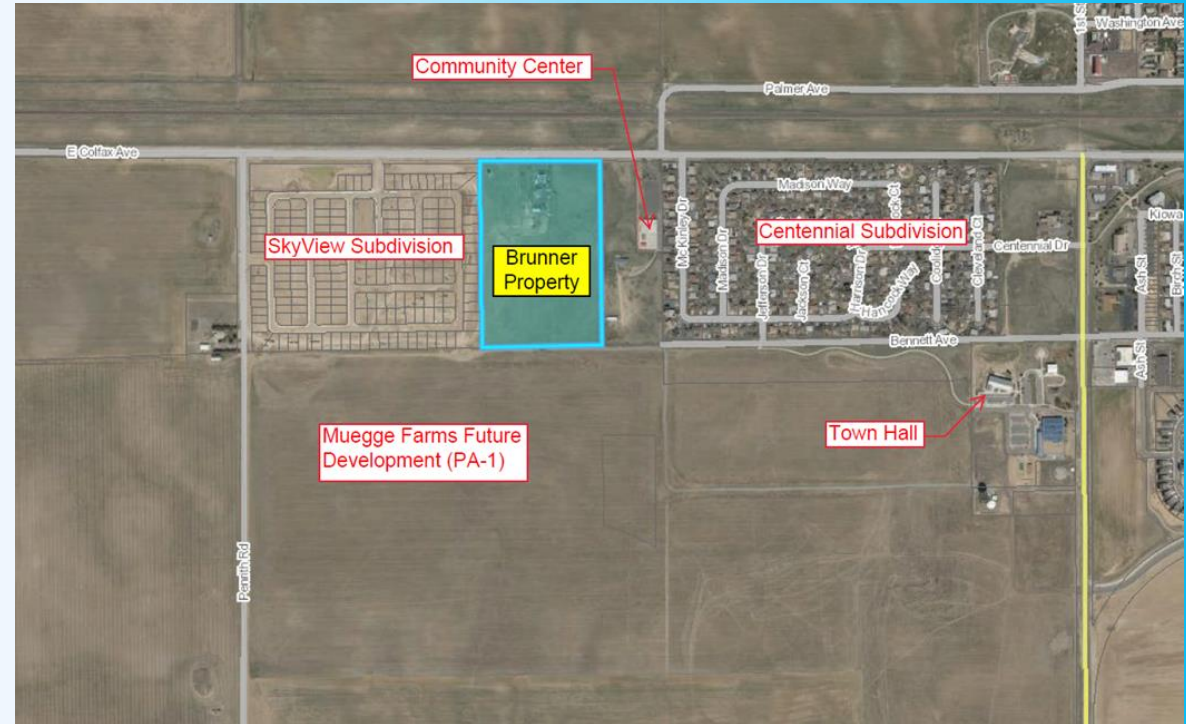
Steve Hebert, Planning & Economic Development Manager



Proposed Brunner Subdivision

Final Plat

- 20.17 Acres
- Zoned R-2 – Mid-Density Residential
- Subdivide to create 87 single-family detached lots
- Minimum lot size in R-2 is 3,500 sq. ft., proposed is 5,000 sq. ft.
- Minimum lot width is 25 ft., proposed is 50 ft.
- 2.68 acres of park and open space



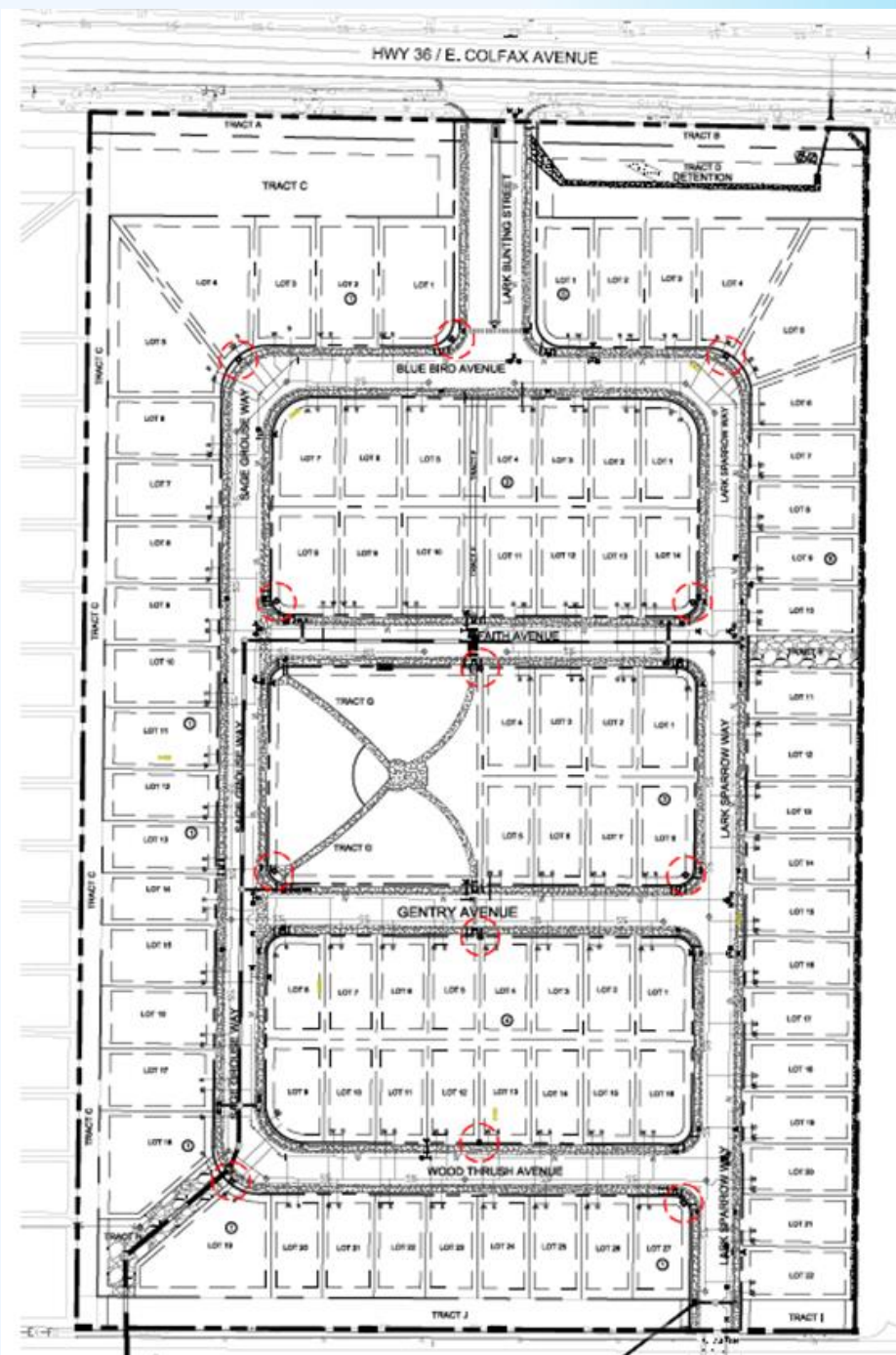
Surrounding Zoning and Land Use

Direction	Adjacent Zone District	Land Use
North	A-3 in Adams County	Agricultural
East	A, R-1 and P	Residential and Community Center
South	PD – Muegge Farms Residential	Vacant
West	R-2	Residential



Lot and Building Standards

Standard	R-3 Zone District	Proposed
Min. Lot Area/Dwelling Unit	3,500 sq. ft.	5,000 sq. ft.
Min. Lot Width	25 ft.	50 ft.
Max. Lot Coverage	75%	TBD
Minimum Front Yard Setback (Principal Structure)	10 ft.	TBD
Min. Side Yard Setback (Principal Structure)	5 ft.	TBD
Min. Rear Yard Setback (Principal Structure)	10 ft.	TBD
Maximum Height (Principal Structure)	35 ft.	TBD



Availability of Public Infrastructure

- Access – East Colfax Avenue, new local streets
- Water and Sewer – Town of Bennett
- Stormwater – Off-site conveyance to regional system
- Fire Protection – Bennett-Watkins Fire Rescue
- Law Enforcement – Adams County Sheriff
- Electricity – CORE Electric Cooperative
- Natural Gas – Colorado Natural Gas
- Telecom – Eastern Slope Technologies or Comcast
- Bennett School District - Cash-in-lieu

Staff Findings on Case No. 21.15

Per Section 16-4-380 of the Bennett Municipal Code, the Town shall use the following criteria to evaluate the applicant's final plat application:

- Generally consistent with the Sketch Plan, with updates and improvements.
- All applicable technical standards in accordance with the Subdivision Regulations and adopted Town documents will be met.
- The proposed lot configuration will accommodate new development that meets the standards of good subdivision design, subject to improved vehicular access.
- The final plat document will accommodate extension of utilities and public services to serve future development.
- Public facilities include an improved park and trails.
- All lots meet the standards of R-2 – Mid-Density Residential District.

Planning and Zoning Commission Recommendation

On January 24, 2022, the Planning and Zoning Commission adopted Resolution No. 2022-01 recommending approval of the Brunner Subdivision Final Plat.

Staff Recommendation

Staff recommends the Board of Trustees adopt Resolution No. 902-22 approving the Brunner Subdivision Final Plat, with the following conditions:

1. The subdivision agreement shall include a provision committing the subdivider to build and maintain a second access to the south from the subdivision, in a time, location and manner acceptable to the Town.
2. The plat should be amended to reflect Tracts I and J are to be vacated and owned and maintained by the metropolitan district or the homeowner's' association.
3. Before recording the plat, the applicant shall update plat notes related to tracts, easements and maintenance in a manner directed by the Town Engineer and make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

(See Draft Resolution)

Town of Bennett Land Use Application Form

TO BE COMPLETED BY APPLICANT

Application

Type: Final Plat

Other _____

Primary Contact Name: John Vitella / Karen Henry

Name of Firm: MGV 36 South Land Investments, LLC / Henry Design Group, Inc.

Address: PO Box 4701 / 1501 Wazee Street, Suite 1-C, Denver, CO 80202 303-446-2368

City: Greenwood Village **State:** CO **Zip:** 80155 **Phone:** 303-210-4964

Email: john@vitellapartners.com / khenry@henrydesigngroup.com

Owner Name: Debra K and Eric W. Brunner

Address: 45900 Highway 36

City: Bennett **State:** CO **Zip:** 80102 **Phone:**

Email:

Mineral Estate Holder/Lease: See Attached

Name of Firm:

Address:

City: **State:** **Zip:** **Phone:**

Parcel#: 181528300002 **Subdivision Name:**

Site Address: 45900 Highway 36

Nearest Major Intersection: Highway 36 and McKinley Drive

Legal Description: SE 1/4 of the SW 1/4 Section 28, Township 3 South, Range 63 West of the 6th PM

Current Zoning: R-2 **Proposed # lots/units:** 87

Total Acreage: 20.17 **Gross Floor Area:**

Proposed Gross Densities (du/ac): 4.31 DU/Ac

Additional Notes:

All Submittal Requirements must accompany this application. All applicable fees must be paid at the time of application. Any extraordinary cost incurred by the Town of Bennett in reviewing and processing this application is the responsibility of the applicant.

An executed cost agreement must be attached to this application pursuant to Sec. 16-1-325 of the Bennett Municipal Code.

I understand this is an application only, it must be approved by the Town, and any required building permits must be obtained before the property can be used in accordance with the request. I hereby acknowledge all of the above information is correct.

Applicant's Signature:



Date:

5/19/21

Major Subdivision Final Plat Submittal Requirements

(Town of Bennett | Revised February, 2021)

The following elements constitute an acceptable Final Plat. An application is not considered submitted until all items are included in the application. (Note that depending on the size, scale and complexity of a proposal, some of the requirements below may be waived by Town Staff.)

APPLICATION DOCUMENTS			
Required if Checked	Submitted by Applicant	Project Name: Brunner Subdivision	
		Case No.: _____	
X	X	Land Use Application Form (must be signed by Property Owner)	
X	X	Application Fees (see below)	
X	X	Cost Agreement	
X	X	Funds Deposit Agreement	
X	X	Letter of Intent (describing the intent of the proposed project)	
X	X	Title Commitment (current within 30 days of application)	
APPLICATION FEES			
X		1. Engineering: <5 acres \$3,500; 5-25 acres \$4,000; >25 acres \$4,500	\$ 4,000.00
		2. Attorney: <5 acres \$2,000; 5-25 acres \$2,000; >25 acres \$2,500	\$ 2,000.00
		3. Traffic Engineer: <5 acres \$3,520; 5-25 acres \$3,520; >25 acres \$3,520	\$ 3,520.00
		4. Other: e.g. Water Engineer Review, Special Utility Review, Landscape Architect Review: \$215	\$ 215.00
			Subtotal
X		5. Town Administration/Planning: 20% of total amount	\$ 1947.00
X		(Additional fees may be required, depending on the number of resubmittals or changes by applicant. Additional fees will be required for Subdivision Agreement and Construction Plan Review)	Total 11,682.00
X		Recording fees will also be required when the final documents are recorded with Adams or Arapahoe County. (See below)	
FINAL PLAT DOCUMENT – GENERAL REQUIREMENTS			
X	X	All sheets shall be prepared in 18" X 24" format if in Adams County or 24" X 36" format if in Arapahoe County, with the long dimension horizontal. All lettering shall be by mechanical means in a San Serif style, all capitalized and shall be a minimum size of one-tenth of an inch (1/10"), 10pt or equivalent.	
X	X	Margin requirements: a minimum two-inch margin on the left side and minimum one-half inch margins at the top, bottom and right sides of the document.	
X	X	An information block shall be located in the lower right-hand corner or along the right-hand margin of the sheet and shall include the date of preparation and revisions, including a north arrow; the scale used, including a graphic scale; sheet title, and preparer's name, address and phone number.	
COVER SHEET			
X	X	<p>• Title Block at the top center of the plat shall contain the following information:</p> <p style="text-align: center;">(Insert Name of) SUBDIVISION (and Filing No. if Applicable)</p> <p style="text-align: center;">FINAL PLAT</p> <p style="text-align: center;">(Subtitle identifying the section, township and range information)</p> <p style="text-align: center;">TOWN OF BENNETT, COUNTY OF (insert ADAMS or ARAPAHOE), STATE OF COLORADO</p> <p style="text-align: center;">SHEET 1 of ____</p>	

X	X	This title block shall be continued on each subsequent sheet of the document. The name shall not duplicate the name of any existing subdivision or development application in the Town of Bennett, Adams or Arapahoe Counties.
X	x	• Purpose Statement - A brief but descriptive explanation of all purposes for the Subdivision Plat
X	x	• Legal Description – Metes and bounds legal description of the property
X	x	• Ownership Certificate and Dedication Statements
X	x	• Vicinity Map
X	X	• Composite Map - For plats that depict property on more than one sheet, an overall depiction of the Subdivision shall be included after the cover sheet.
X	x	• Required General Notes e.g. Easement Statement, Stormwater Facilities Statement, etc.
X	x	• Plat Notes Specific to Subdivision - TBD
X	x	• Surveyor's Statement
X	x	• Town Approval Signature Blocks
X	x	• Clerk and Recorder's Acceptance Block
X	x	• Case Number <u>TBD</u>
X	x	• Preparation Information and Dates
X	x	• Index of Sheets
X	X	• Land Use Table – shall include as applicable: Net and Gross Acreage, Net and Gross Density, Number of Lots and Tracts, Smallest Lot, Largest Lot, Average Lot Size, Number of Buildable Lots and Associated Land Use, Net Acreage for Public Streets. If there is not enough room on the cover sheet, place on the second sheet.
X	X	• Tract Summary Table indicating the use, ownership and maintenance of each tract. If there is not enough room on the cover sheet, place on the second sheet.

SUBDIVISION PLAT SHEET(S)

X	X	Boundary Lines - The subdivision boundary will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. All dimensions to be determined by accurate field survey which must balance and close within limit of one in five thousand (5,000). Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (book and page and/or reception number).
X	X	Streets: All street rights of way defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street center line. All street center lines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets: <ol style="list-style-type: none"> 1. Within the proposed subdivision, and 2. Immediately abutting the proposed subdivision, and 3. Any private street shall include the designation "(Private)" immediately following street name; any other private right of way that is not named shall include the designation "(Private)" in a manner that clearly conveys such a status.
X	X	Easements: All easements as required by the Town of Bennett and other public and quasi-public agencies, including but not limited to easements for water, reuse water, sanitary sewer, drainage, natural gas, telephone and electrical facilities. Said easements shall be clearly labeled to include width, use and identification as public or private, if necessary. Tie to property lines and annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located

X		within the subdivision boundary.
X	X	Lots and Blocks: All lines of lots, blocks and other parcels of land defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to one in five thousand (5,000).
X	X	Sight Distance Triangles: Identify Sight Distance Triangles at all intersections pursuant to the Bennett Roadway Design and Construction Standards.
X	X	Readability: All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines.
X	X	Leader Lines: Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc.
X	X	Identification System: All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter "A". Lots and tracts shall be labeled with the area of the lot or tract.
X	x	Legend: Provide a legend which designates all lines and symbols except where called out on plat drawing.
X	x	Address Plat Sheet: Prepare an Address Plat Map as a separate sheet per staff instructions.
X	x	Flooding: Designation of any area subject to flooding and adequate easements for flood control.
X	x	All other information required by State law.

GRADING AND DRAINAGE PLAN

X	X	A final drainage study shall be prepared in conformance with the Town of Bennett Design Criteria and Construction Specifications Manual or other codes and criteria set forth by the Town. The study shall conform to any town approved regional or sub-regional drainage study that incorporates the development area. The study shall describe storm drainage design for all of the land involved in the development and areas outside the development boundary that are impacted by the project. The requirement for the drainage study shall be waived or the scope reduced, if such a study was prepared for a final plat of which the development is consistent with or a part of, and the previously prepared study provides adequate information to evaluate the drainage impacts and measures necessary to mitigate such impacts. Any plans for erosion control and Best Management Practices (BMPs) shall meet current Town standards.
---	---	--

SOILS REPORT

X	X	A final soils report shall be prepared and certified by a Professional Engineer or geologist, registered in the State of Colorado, who is knowledgeable in soils identification, classification, and use. The report shall locate and classify the dominant soil types within or affecting the proposed development. The report shall indicate the degree of compatibility of the existing soils within the proposed development with regard to such engineering considerations as topography, drainage, bearing capacity and erosion potential. The report shall include a prognosis of the effects of the proposed development upon the existing site in this regard and shall include specific recommendations for additional exploration, testing, mapping or study as may be necessary to insure adequate protection from potentially hazardous or undesirable soils or geological conditions on the development site.
---	---	---

UTILITY PLAN

X	X	In addition to plans for water and sanitary sewer utilities, the subdivider shall submit evidence in accordance with Section 31-23-214, C.R.S., that provision has been made for facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service. Submission of a letter of agreement between the sub divider and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or, if applicable, natural gas service to the proposed subdivision has been made.
---	---	---

TRAFFIC IMPACT ANALYSIS

X	X	A final traffic impact analysis shall be provided with a final plat, unless specifically waived by the Town Staff. The traffic impact analysis study shall incorporate any assumptions identified in the regional transportation plan. Additionally, the study shall include projections of average daily incoming and outgoing trips generated by the project; including distribution and level of service. Trips generated by the project shall be assigned to the
---	---	--

X	X	surrounding street network to a distance of at least one mile from the site. The study shall be in conformance with the Institute of Transportation Engineers Trip Generation Report and shall be signed by a Colorado registered professional engineer.
SCHOOL IMPACT ANALYSIS		
X	X	Analysis of the project's impact on the Bennett School District, projecting the increase in elementary, middle and high school students, along with an estimate of school land dedication or fees-in-lieu per the Bennett Municipal Code.
CONSTRUCTION/ENGINEERING DESIGN PLANS		
X	X	<p>A set of maps and/or drawings showing how a proposed development is to be constructed. The plans must include:</p> <ul style="list-style-type: none"> • site maps of the existing conditions and proposed improvements, • installation/construction details for all proposed improvements, • survey control (horizontal and vertical) for locating the improvements and, • all necessary specification for the products to be used. <p>Construction plans are often broken out for specific improvements; for example: site plan, grading plan, waterline improvement plans, roadways improvements plans, etc.</p>
SUBDIVISION AGREEMENT		
X		A development agreement may be necessary and initiated by staff in accordance with Chapter 16, Division 5 of the Municipal Code, including the completion of public improvements required by the development agreement.
OTHER SPECIAL DOCUMENTS		
X	X	Depending on the circumstances of the proposed subdivision and its intended development, the following additional documents may be required by the Town Administrator or designee, Planning Commission or Board of Trustees prior to approval of the final plat:
	X	<ol style="list-style-type: none"> 1. State Highway Utility Permit (from Colorado Department of Transportation). <i>Initial review by Town prior to applying for permit</i> 2. State Highway Access Permit (from Colorado Department of Transportation). 3. Construction Dewatering Permit (from Colorado Department of Public Health and Environment). 4. 404 Permit (from Army Corps of Engineers). 5. Air Pollution Emission Notice (APEN) (from Colorado Department of Public Health and Environment). 6. Work in Ditch Right-of-Way Permit (from individual ditch companies). 7. Rare Species Occurrence Survey (from U.S. Fish and Wildlife Service). <i>See Phase 1</i> 8. General Warranty Deed - This deed conveys to the Town all public lands other than streets shown on the Plat, in lieu of a deed, a check in an amount to be determined by the Town. 9. Protective Covenants, Homeowners Association (HOA) Documents, Articles of Incorporation for HOA, and Architectural Design Guidelines finalized and in a form for recording. If there are open space areas to remain in private ownership within the subdivision, the HOA documents must have in place a mechanism which will assure maintenance will be funded in perpetuity. <i>To be provided by builder later</i> 10. FEMA approved applications (i.e., Conditional Letter of Map Revisions [CLOMR] or Letter of Map Revisions [LOMR]).
RECORDING FEES – Please verify with appropriate County Clerk & Recorder's Office		
X		<p><u>Adams County Recording Fees</u> \$13.00 for the first page and \$10.00 for each additional page per document Accept only 18" x 24" Original Mylar http://www.adcogov.org/recording</p> <p><u>Arapahoe County Recording Fees</u> \$13 for first page and \$10.00 for each additional page Accepts only 24 x 36" Original Mylar https://www.arapahoegov.com/313/Recording</p>

Bureau of Land Management
Colorado State Office
2850 Youngfield Street
Lakewood, CO 80215

Encana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700
Denver, CO 80202

iMinerals, LLC
5 Inverness Drive East
Englewood, CO 80112

Kiowa Creek Resources, LLC
P. O. Box 370170
Denver, CO 80237

Katherine H. Shayler
P. O. Box A
Palm Desert, CA 92261

BRUNNER SUBDIVISION - FINAL PLAT AND MAJOR SITE PLAN
Project Description - Statement of Intent

5-21-2021

The Brunner Subdivision is intended to be a new single family detached home neighborhood with a central park. The site is a total of 20.17 acres and is planned for 87 home sites with a typical lot size of 50-feet and 60-feet wide by 100-feet in depth on the interior and 110-feet in depth on the perimeters. The parcel is planned in accordance with the R-2 (Mid-Density Residential) District. The neighborhood will be a quality community with a homeowner's association or metro district responsible for maintenance of all common area landscape, trail corridors and the internal park.

The relationship to Colfax Avenue, the arterial street on the north will be buffered from the homes by a detention/water quality pond and open space providing a buffer between the homes and the arterial road. Landscaping along the edge is intended to create an attractive xeriscape streetscape for this community.

Community design elements including an internal park amenity, a connecting open space/trail corridor, a variety of architectural elevations, appropriate lighting, uniform perimeter fencing, and other appropriate design features will contribute to providing a quality neighborhood. The primary entrance to the community will include an entry monument sign with landscaping to provide a pleasing presentation from the street and announce arrival to the neighborhood.

Primary vehicular access to the neighborhood will be from Colfax Ave./Highway 36. An internal loop street and supplemental grid street pattern will provide access for the homes. Secondary access is proposed on the southeast corner of the site in anticipation of vehicular connectivity with Muegge Farms. An all-weather surface is proposed for emergency vehicle only access until the street network is complete.

Pedestrian and bicycle access will be provided along sidewalks adjacent to the neighborhood streets that will link this residential area with developed areas of the Town. The one-acre pocket park central to the neighborhood provides the organizing element of the neighborhood. The park will include an open play field, trail loop, play structure, shade structure, picnic tables and BBQ grills, benches, bike racks and dog waste stations. The park is bordered by streets on three sides creating a visible and easily accessible space. Trails within the park provide a connection to the sidewalks adjacent to the park. A trail corridor also is provided from the entry drive on the north to the central park.

A trail link is proposed in the southwest corner of the site providing access to a proposed trail along the Towns' right-of-way easement south of the site which will provide access to the Town's existing trail system and eventually connecting to Muegge Farms and the planned school site, Civic Center Park, Bennett Park and Recreation District, and Town Hall. Together, the trail and walks will provide several connections to nearby amenities.

Drainage will be conveyed to an infiltration pond south of the site and integrated into the future Muegge Farms development. The Town of Bennett will provide water and sewer service to the site via adjacent existing infrastructure that was constructed as part of the Penrith Park Subdivision (Skyview). Utility easements are provided along the front, sides, and rear of each lot to allow for dry utility connections.

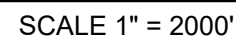
The intent of the architecture within the Brunner Subdivision is to provide homes of various architectural designs, colors and articulation which are complementary to one another but not monotonous. The homes shall relate to the street and create diversity and variety along the streetscape. It is encouraged that the homes have a variety of private outdoor living spaces which may include patios, front porches, or balconies. The elevations shall reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs.

A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN
OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 1 OF 5

A PARCEL OF PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. COMMENCING AT THE SOUTHWEST CORNER OF SECTION 28 AND CONSIDERING THE SOUTH LINE OF SECTION 28 TO BEAR S89°44'09"E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S89°44'09"E ALONG SAID SOUTH LINE, A DISTANCE OF 1500.13 FEET TO THE SOUTHEAST CORNER OF PENRITH PARK AMENDMENT #2, RECORDED AT RECEPTION NO. 2018000064291 IN THE ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE N00°38'39"E ALONG THE EAST LINE OF SAID PENRITH PARK AMENDMENT #2, A DISTANCE OF 1174.85 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY 86; THENCE S88°44'30"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 751.74 FEET TO THE NORTHWEST CORNER OF A PARCEL OF PROPERTY AS DESCRIBED IN BOOK 3996 PAGE 496 OF THE ADAMS COUNTY RECORDS; THENCE S00°37'02"W ALONG THE WEST LINE OF SAID BOOK 3996 PAGE 496, A DISTANCE OF 1161.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 28; THENCE N89°44'09"W ALONG SAID SOUTH LINE, A DISTANCE OF 752.26 FEET TO THE POINT OF BEGINNING.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE OWNER OR ARRANGEMENTS MADE BY THE OWNER THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO; THAT SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT; AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC UTILITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC ENTITIES, AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT.

MY COMMISSION EXPIRES



GROSS AREA	20.168 ACRES
GROSS DENSITY	4.31 DU/ ACRE
NET DENSITY	7.73 DU/ ACRE
SINGLE FAMILY LOTS	87
RIGHT OF WAY	4.336 ACRES
SMALLEST LOT	5000 S.F. - 0.114 ACRES
LARGEST LOT	13,194 S.F. - 0.303 ACRES
AVERAGE LOT	0.129 ACRES

DATE _____

DEPUTY

6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

S H E E T 1 O F 5

BRUNNER SUBDIVISION FILING NO. 1

FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼ , SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 2 OF 5


TOWN OF BENNETT NOTES:

- ALL TRACTS SHALL BE OWNED AND MAINTAINED BY THE HOA, ITS SUCCESSORS OR ASSIGNS. THE UNDERSIGNED GRANTS THE TOWN OF BENNETT A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO SAID TRACTS. THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, OPERATE, REPAIR AND RECONSTRUCT THE TRACT AND RELATED FACILITIES WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH TRACTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER OF SAID TRACT.
- THE POLICY OF THE TOWN REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE MUEGGE FARMS METRO DISTRICT NO. 3 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY A SUBDIVISION AGREEMENT OR DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE TOWN OF BENNETT SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER(S).
- SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO CONSTRUCTION.
- ALL INTERNAL ROAD AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH STREET CONSTRUCTION PLANS, PAVEMENT DESIGN, GRADING AND EROSION CONTROL PLANS, A FINAL DRAINAGE PLAN AND ALL APPLICABLE TOWN ADOPTED STANDARDS AND SPECIFICATIONS SUBMITTED TO AND APPROVED BY THE TOWN OF BENNETT.
- NOTICE IS GIVEN THAT THIS SUBDIVISION WILL BE SUBJECT TO RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THE TOWN OF BENNETT IS NOT RESPONSIBLE FOR ENFORCEMENT OF THE RECORDED COVENANTS, CONDITIONS, AND RESTRICTIONS THAT MAY BE FILED AGAINST THE SUBDIVISION PLAT.
- SIGHT DISTANCE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF BENNETT FOR SIGHT DISTANCE PURPOSES TOGETHER WITH THE FOLLOWING RESTRICTIONS OVER SAID EASEMENTS: NO OBJECT WITHIN THE SIGHT DISTANCE EASEMENT SHALL BE MORE THAN THIRTY-SIX (36) INCHES ABOVE THE FLOWLINE OF THE ADJACENT STREET. SUCH OBJECTS SHALL INCLUDE BUT NOT BE LIMITED TO BUILDINGS, VEGETATION, AND UTILITY CABINETS. PARKING IS ALSO RESTRICTED WITHIN THE EASEMENT.
- THERE ARE NO SIGNIFICANT NATURAL DRAINAGE COURSES, GEOLOGIC HAZARD AREAS, OR OTHER NATURAL FEATURES WITHIN OR ADJACENT TO THE SUBDIVISION.
- MONUMENTS, ORNAMENTAL COLUMNS, WINDOW WELLS, COUNTERFORTS, PATIOS, DECKS, RETAINING WALLS AND THEIR COMPONENTS ARE NOT PERMITTED TO ENCROACH INTO UTILITY EASEMENTS.

NOTES:

- THE BASIS OF BEARINGS FOR THIS PLAN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28 HAVING A BEARING OF N89°44'09"W.
- DATE OF SURVEY WAS NOVEMBER 08, 2018.
- THE US SURVEY FOOT WAS THE UNIT UTILIZED IN THE SURVEY. THE US SURVEY FOOT IS EQUAL TO 1.000002 INTERNATIONAL FEET OR 0.304801 METERS.
- THE PROPERTY WITHIN THE BOUNDARIES OF THIS FINAL PLAT IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
- NON-EXCLUSIVE 8-FOOT FRONT LOT UTILITY EASEMENTS LOCATED AS SHOWN HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- NON-EXCLUSIVE 10-FOOT UTILITY EASEMENTS LOCATED ALONG THE REAR LOT LINES HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- NON-EXCLUSIVE 5-FOOT UTILITY EASEMENTS ALONG SIDE LOT LINES SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE: ANY IMPROVEMENTS OUTSIDE THE FLOWLINE OR BEYOND THE EDGE OF ASPHALT OF THE STATE HIGHWAY OR FUTURE STATE HIGHWAY, INCLUDING BUT NOT LIMITED TO SIDEWALK AND LANDSCAPING, WHICH ARE INSTALLED AT THE DIRECTION OF LOCAL LAND USE JURISDICTION SHALL BE MAINTAINED BY THE DEVELOPER, HOMEOWNERS ASSOCIATION, METROPOLITAN DISTRICT, THEIR HEIRS OR ASSIGNS.
- TRACTS A, B ARE DEDICATED TO THE TOWN OF BENNETT. TRACTS I AND J ARE DEDICATED TO THE TOWN OF BENNETT AS RIGHT OF WAY.

J:\Projects\2020\25\dwg\CDs\Final Plats.dwg 11/24/2021

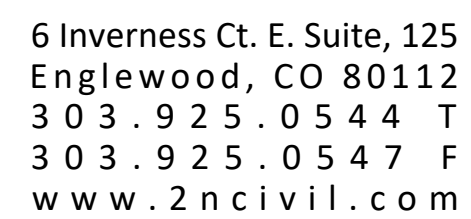
 <div>6 Inverness Ct. E. Suite, 125 Englewood, CO 80112 303.925.0544 T 303.925.0547 F www.2ncivil.com</div>	MGV 36 SOUTH LAND INVESTMENTS, LLC PO BOX 4701 GREENWOOD VILLAGE, CO 80155	ISSUED DATE:	9-02-21
		PROJECT NUMBER:	20025
		S H E E T 2 O F 5	

A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL
MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 3 OF 5



0 50' 100'

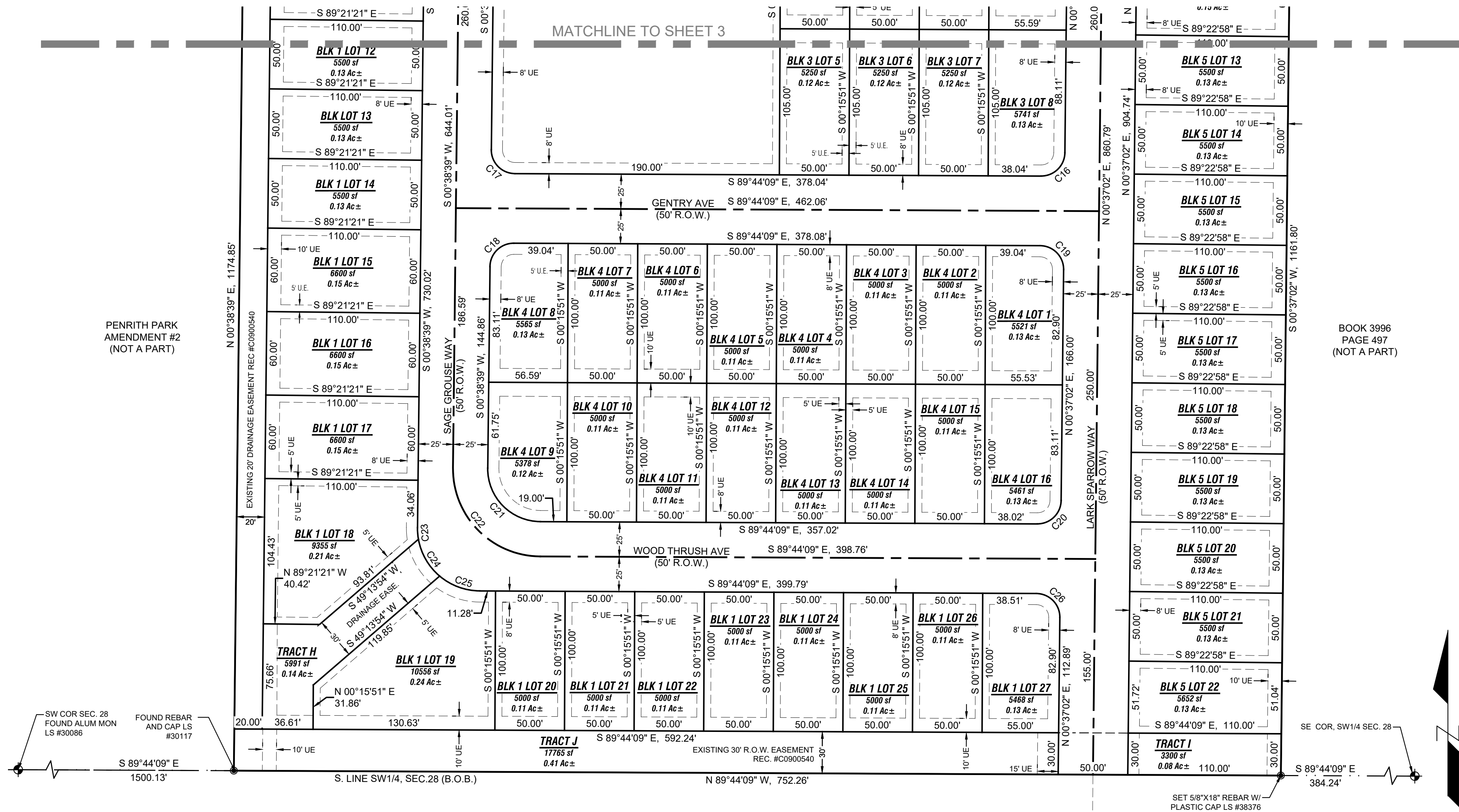
SCALE: 1" = 50'



NUMBER:	Page
---------	------

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 4 OF 5



NOTE:

- SEE SHEET 5 OF 5 FOR CURVE DATA TABLE.



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE:	9-02-21
PROJECT NUMBER:	20025
SHEET 4 OF 5	

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL
MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 5 OF 5

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.47	45.00	27°20'19"	S14°18'48"W	21.27
C2	34.61	45.00	44°03'52"	S50°00'54"W	33.76
C3	98.54	63.00	89°37'12"	S45°27'15"W	88.80
C4	59.44	38.00	89°37'12"	S45°27'15"W	53.56
C5	39.27	25.00	90°00'00"	S45°15'51"W	35.36
C6	39.27	25.00	90°00'00"	S44°44'09"E	35.36
C7	30.19	45.00	38°26'34"	S70°30'52"E	29.63
C8	32.65	45.00	41°33'56"	S30°30'37"E	31.93
C9	8.12	45.00	10°20'41"	S04°33'18"E	8.11
C10	99.35	63.00	90°21'11"	N44°33'33"W	89.37
C11	59.92	38.00	90°21'11"	N44°33'33"W	53.91
C12	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C13	26.82	17.00	90°22'48"	S44°32'45"E	24.12
C14	26.59	17.00	89°37'12"	S45°27'15"W	23.96
C15	26.81	17.00	90°21'11"	N44°33'33"W	24.12
C16	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C17	26.82	17.00	90°22'48"	S44°32'45"E	24.12
C18	26.59	17.00	89°37'12"	N45°27'15"E	23.96
C19	26.81	17.00	90°21'11"	S44°33'33"E	24.12
C20	26.60	17.00	89°38'49"	S45°26'27"W	23.97
C21	59.94	38.00	90°22'48"	N44°32'45"W	53.92
C22	99.38	63.00	90°22'48"	S44°32'45"E	89.39
C23	8.37	45.00	10°39'33"	S04°41'07"E	8.36
C24	31.17	45.00	39°41'20"	S29°51'34"E	30.55
C25	31.44	45.00	40°01'55"	S69°43'11"E	30.81
C26	26.81	17.00	90°21'11"	S44°33'33"E	24.12

J:\Projects\2020\25\dwg\CDs\Final Plats.dwg 11/24/2021



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE: 9-02-21

PROJECT NUMBER: 20025

SHEET 5 OF 5

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 1 OF 4

OWNERSHIP AND DEDICATION:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LESS THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED DECEMBER 8, 1992 IN BOOK 3996 PAGE 496 AND LESS THAT PORTION DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 3, 1984 IN BOOK 2923 PAGE 876 AND LESS THAT PORTION NOW PLATTED AS PENRITH PARK AMENDED RECORDED DECEMBER 2, 2002 AT RECEPTION NO. C1059985, ADAMS COUNTY RECORDS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF "BRUNNER SUBDIVISION, FILING NO. 1" A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF BENNETT THE STREETS, AVENUES AND OTHER PUBLIC PLACES, INCLUDING TRACTS, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF BENNETT AND ALL SERVING PUBLIC UTILITIES AND OTHER APPROPRIATE ENTITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE OWNER OR ARRANGEMENTS MADE BY THE OWNER THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO; THAT SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT; AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC UTILITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC ENTITIES, AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT.

EXECUTED THIS ____ DAY OF _____, 20__

OWNER:

____ AS _____ OF

MGV 36 South Land Investments, LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)

)SS:

COUNTY OF DENVER)

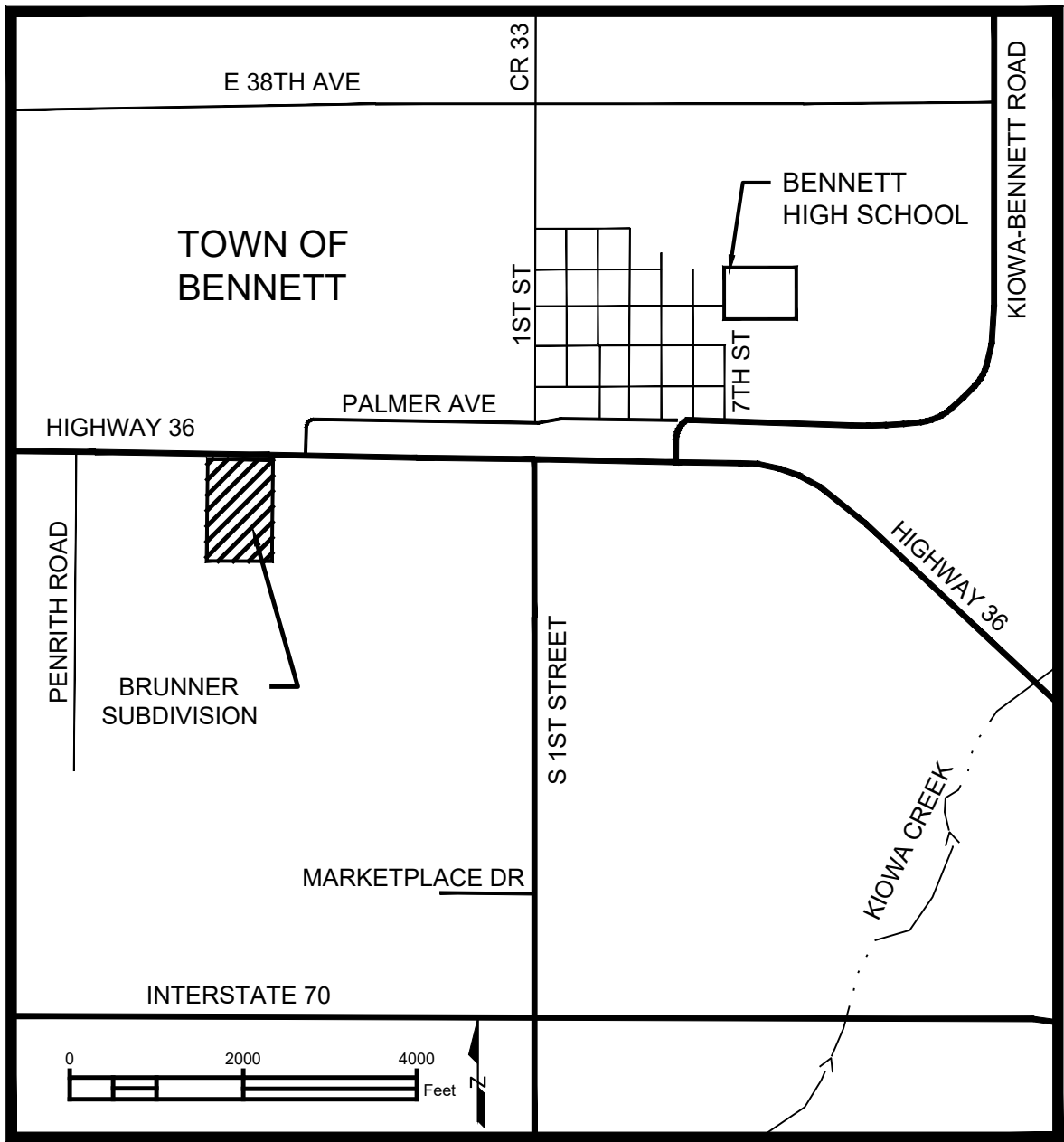
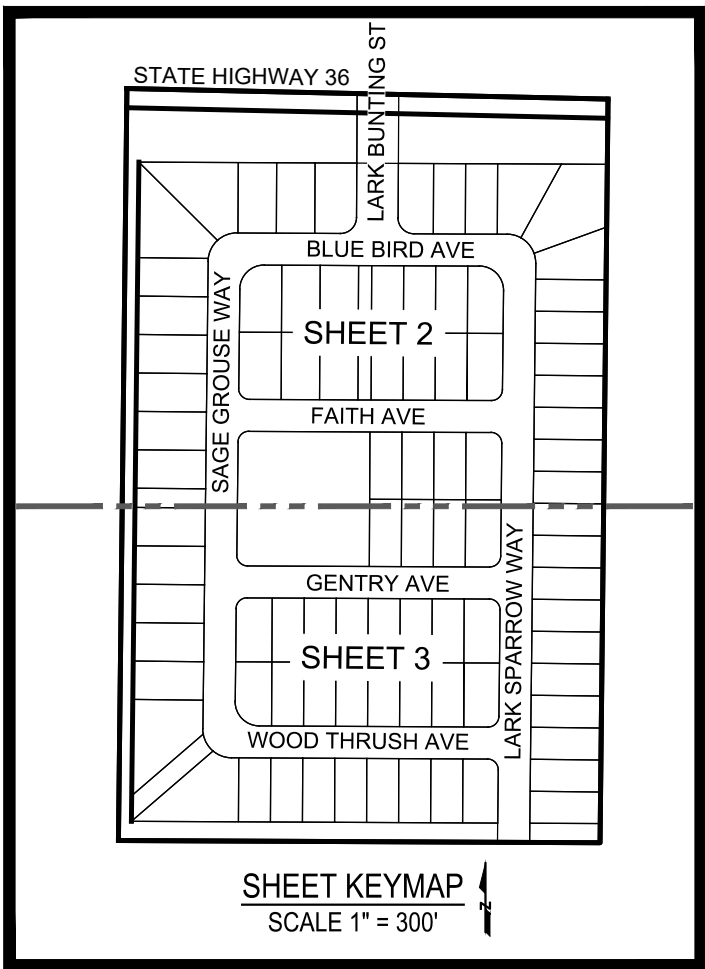
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__, BY JIM MARSHALL AS ACTING MANAGER OF MGV 36 South Land Investments, LLC.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES

See standard plat notes conveyed by separate document. Use those that apply.



VICINITY MAP

SCALE 1" = 2000'

NOTES:

1. THE BASIS OF BEARINGS FOR THIS PLAN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28 HAVING A BEARING OF N89°44'09"W.
2. DATE OF SURVEY WAS NOVEMBER 08, 2018.
3. THE US SURVEY FOOT WAS THE UNIT UTILIZED IN THE SURVEY. THE US SURVEY FOOT IS EQUAL TO 1.000002 INTERNATIONAL FEET OR 0.304801 METERS.
4. THE PROPERTY WITHIN THE BOUNDARIES OF THIS FINAL PLAT IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
5. NON-EXCLUSIVE 8-FOOT FRONT LOT UTILITY EASEMENTS LOCATED AS SHOWN HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
6. NON-EXCLUSIVE 10-FOOT UTILITY EASEMENTS LOCATED ALONG THE REAR LOT LINES HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
7. NON-EXCLUSIVE 5-FOOT UTILITY EASEMENTS ALONG SIDE LOT LINES SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
8. STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE: ANY IMPROVEMENTS OUTSIDE THE FLOWLINE OR BEYOND THE EDGE OF ASPHALT OF THE STATE HIGHWAY OR FUTURE STATE HIGHWAY, INCLUDING BUT NOT LIMITED TO SIDEWALK AND LANDSCAPING, WHICH ARE INSTALLED AT THE DIRECTION OF LOCAL LAND USE JURISDICTION SHALL BE MAINTAINED BY THE DEVELOPER, HOMEOWNERS ASSOCIATION, METROPOLITAN DISTRICT, THEIR HEIRS OR ASSIGNS.
9. TRACTS A, B, I AND J ARE DEDICATED TO THE TOWN OF BENNETT AS RIGHT OF WAY.

Tracts A and B should be dedicated to CDOT directly. What is the purpose of Tract I and J? If not street right-of-way, designated their actual future use. The Town will determine whether or not we will accept upon further discussion.

Move FINAL PLAT to second line.

Replace "this" with "the"

TOWN CERTIFICATION:

THIS IS TO CERTIFY THAT THE PLAT OF BRUNNER SUBDIVISION, FILING NO. 1 WAS APPROVED ON THIS ____ DAY OF _____, 20__, AND THE MAYOR OF THE TOWN OF BENNETT ON BEHALF OF THE TOWN OF BENNETT, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE:

I, ELIJAH FRANE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

ELIJAH FRANE P.L.S. # 38376

FOR 2N CIVIL, LLC

DATE

ATTORNEY'S CERTIFICATE:

I, _____, AN ATTORNEY AT LAW, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL OF THE LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATORS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, SUBJECT TO ALL MATTERS OF RECORD REFLECTED IN SCHEDULE B-2 OF THE TITLE INSURANCE COMMITMENT DATED _____, NO. _____.

CDOT not Town of Bennett

The town may not give open space credit for drainage tracts. TBD

What is the purpose of this tract?

TRACT SUMMARY TABLE

TRACT	OWNERSHIP / MAINTENANCE	USE / EASEMENT DATE	AREA (AC.)
A	RIGHT OF WAY / TOWN OF BENNETT	R.O.W.	0.25
B		R.O.W.	0.23
C		D, L, O, U	1.03
D		D, L, O, U	0.45
E		D, L, O, U	0.08
F	H.O.A. OR METRO DISTRICT	D, L, O, U	0.10
G		O, L, PE	0.99
H		D, L, O, U	0.14
I	RIGHT OF WAY / TOWN OF BENNETT	R.O.W.	0.08
J		R.O.W.	0.41

D = DRAINAGE U = UTILITIES O = OPEN SPACE
L = LANDSCAPING PE = PEDESTRIAN

LAND USE TABLE

GROSS AREA	20.168 ACRES
GROSS DENSITY	4.35 DU/ ACRE
NET DENSITY	7.14 DU/ ACRE
SINGLE FAMILY LOTS	87
RIGHT OF WAY	4.260 ACRES
SMALLEST LOT	5000 S.F. - 0.114 ACRES
LARGEST LOT	13,426 S.F. - 0.308 ACRES
AVERAGE LOT	0.139 ACRES

See comments on Note No. 9.

Delete File No. and Map No. No longer necessary.

CLERKS AND RECORDER'S CERTIFICATE:

FILE NO.

MAP NO.

RECEPTION NO.

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO, ON THIS ____ DAY OF _____, 20__, AT _____ O'CLOCK, ____ M.

ADAMS COUNTY CLERK AND RECORDER

BY:

DEPUTY



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
3 0 3 . 9 2 5 . 0 5 4 4 T
3 0 3 . 9 2 5 . 0 5 4 7 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE: 5-21-21

PROJECT NUMBER: 20025

SHEET 1 OF 4

STAFF MEMORANDUM



welcome neighbors.

TO: John Vitella, MGV 36 South Land Investments, LLC
Karen Henry, Henry Design Group, Inc.

FROM: Steve Hebert, Planning and Economic Development Manager

DATE: June 23, 2021

SUBJECT: Case No. 21.15 Brunner Ranch Final Plat Referral Comments – First Submittal

John, Karen, et. al.,

I will transmit the referral agency comments we have received to-date on the proposed Brunner Subdivision Final Plat, Case No. 21.15 by email.

Referral Agencies with Responses as of June 22, 2021

- Town of Bennett Planning
- Town of Bennett Town Engineer
- Town of Bennett Town Traffic Engineer
- Colorado Department of Transportation (CDOT)
- Bennett-Watkins Fire Rescue
- Intermountain Rural Electric Association (IREA)
- Bennett School District 29J
- I-70 REAP

Please review all comments and make changes and updates as appropriate to the plat documents. When you are ready to resubmit, please include a response to all referral agencies in letter/memo form as well as responses to any redlined comments on the plat document.

Issues and concerns identified include, but are not limited to:

Tracts and Easements

1. As noted in the Town Engineer's comments and on the Planning Staff redlined plat, the proposed purpose and final disposition related to ownership and maintenance of various tracts needs to be resolved.
2. Additional easements as requested by IREA

Water and Sanitary Sewer

1. Potential for recycled water "purple pipe" connections
2. Water supply and fire flow transitional pressure zone comments
3. Potential problems and challenges related to the depth of sanitary sewer lines and lengths of sanitary sewer runs

4. Implication and challenges related to the proposed use of the Penrith Park lift station

Stormwater Management

Several comments as noted in the Town Engineer's memorandum regarding on-site and off-site stormwater improvements.

Access/Streets/Sidewalks

1. Limitations and implications of the access onto U.S. 36/Colfax Avenue being limited to right-in/right-out
2. Multiple questions and comments noted in the CDOT memorandum
3. Requirements for a secondary access to the south
4. Design of 90-degree corners
5. Design of ADA ramps

Fire Protection

Review and respond to all Bennett-Watkins Fire Rescue comments.

School Land Dedication

The Bennett School District 29J has asked for cash-in-lieu of land dedication.

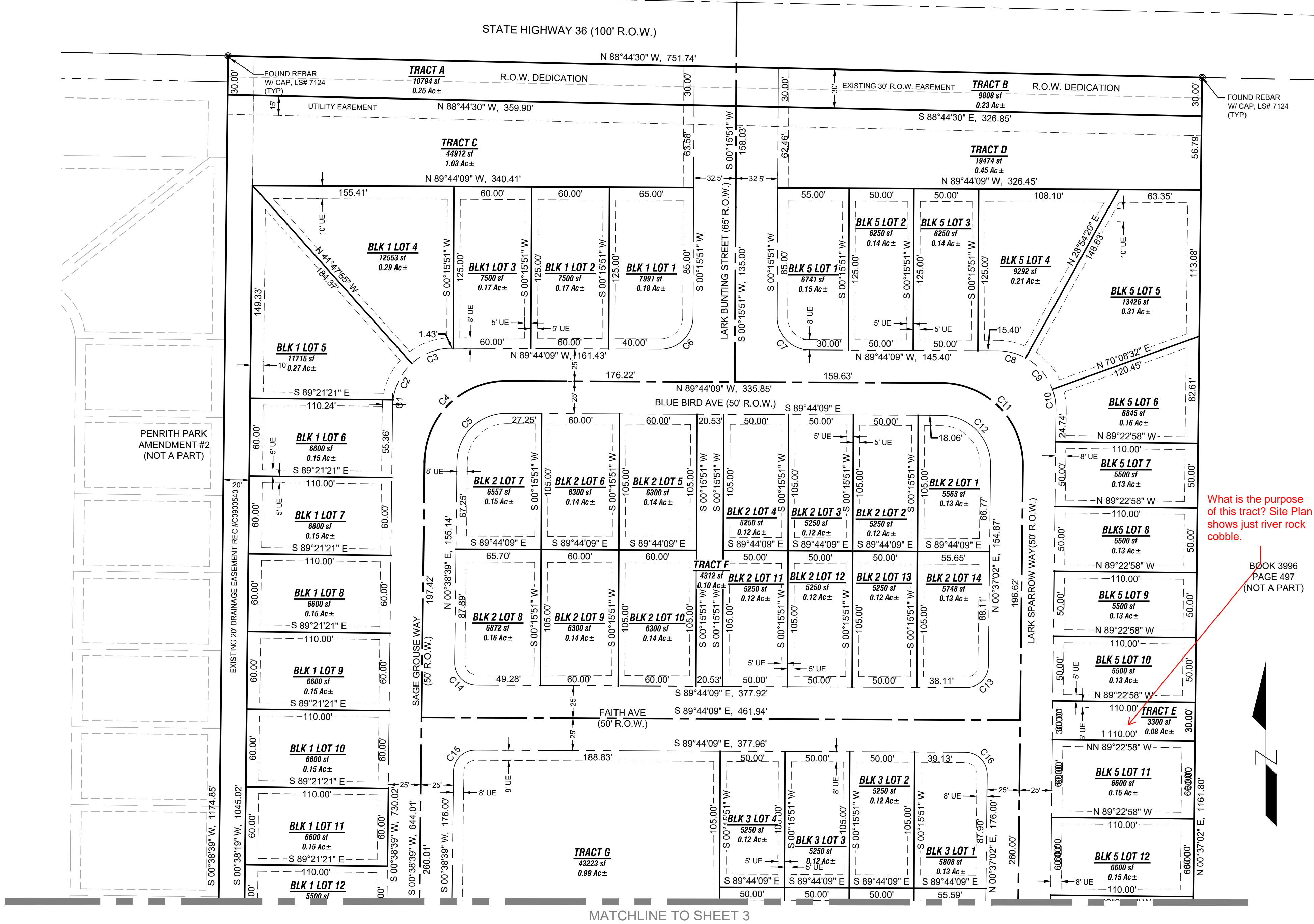
The above summary is not intended to be an all-inclusive list of issues identified or those that need to be addressed. Please review all comments and respond as noted earlier.

Please call or email me if you have any comments or questions.

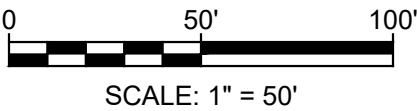
BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO

SHEET 2 OF 4



NOTE:
1. SEE SHEET 4 OF 4 FOR CURVE DATA TABLE.



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

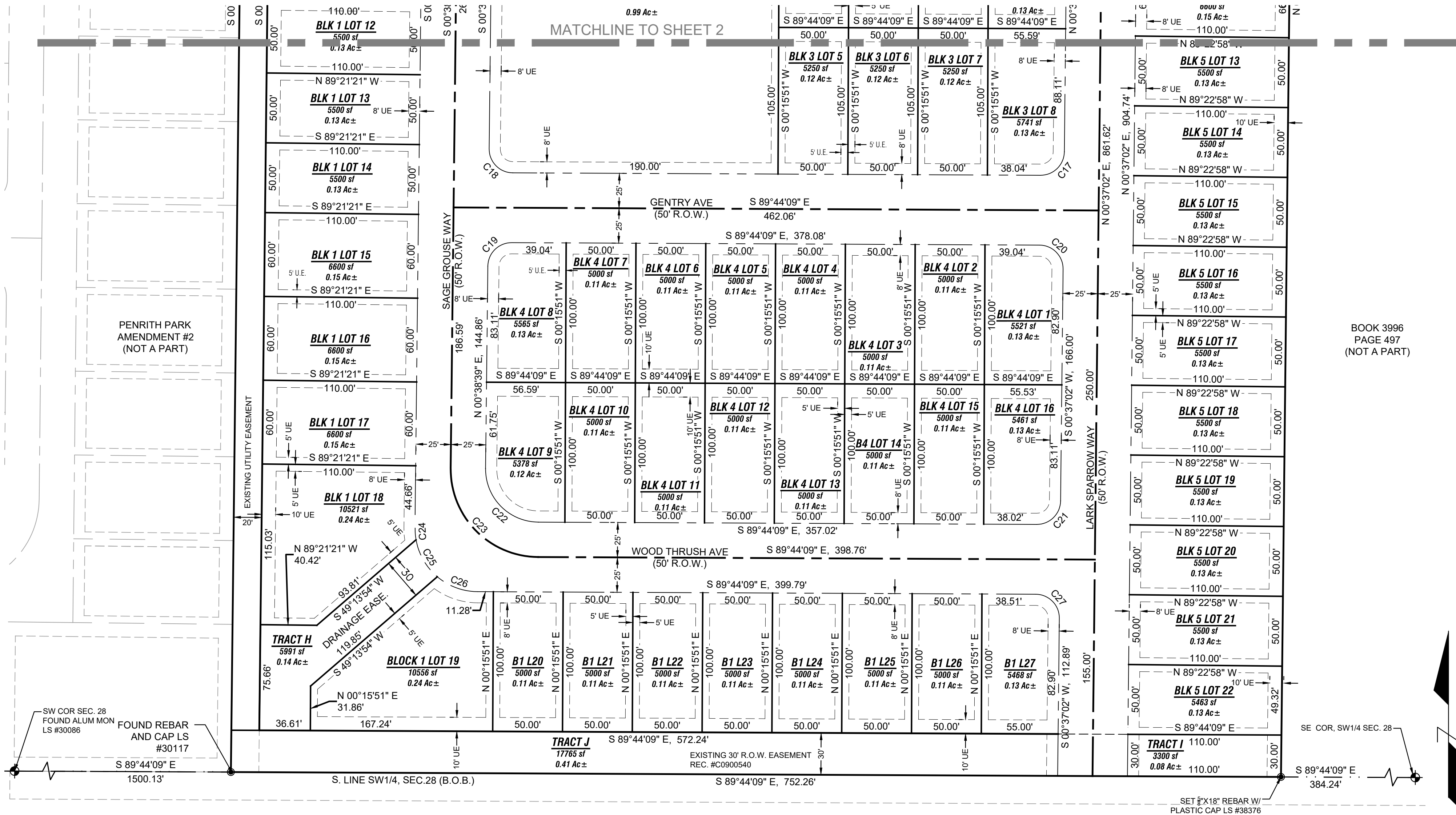
ISSUED DATE: 5-21-21

PROJECT NUMBER: 20025

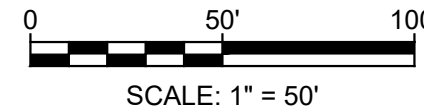
SHEET 2 OF 4

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 3 OF 4



NOTE:
1. SEE SHEET 4 OF 4 FOR CURVE DATA TABLE.



J:\Projects\2020\2025\dwg\CDs\Final Plat.dwg 5/19/2021



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE:	5-21-21
PROJECT NUMBER:	20025
SHEET 3 OF 4	

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL
MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 4 OF 4

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4.65	45.00	5°55'12"	S03°36'15"W	4.65
C2	32.28	45.00	41°05'57"	S27°06'49"W	31.59
C3	33.46	45.00	42°36'03"	S68°57'49"W	32.69
C4	98.54	63.00	89°37'12"	S45°27'15"W	88.80
C5	59.44	38.00	89°37'12"	S45°27'15"W	53.56
C6	39.27	25.00	90°00'00"	N45°15'51"E	35.36
C7	39.27	25.00	90°00'00"	S44°44'09"E	35.36
C8	22.37	45.00	28°28'57"	N75°29'41"W	22.14
C9	32.51	45.00	41°23'31"	N40°33'13"W	31.81
C10	16.08	45.00	20°28'30"	N09°37'13"W	16.00
C11	99.35	63.00	90°21'11"	N44°33'33"W	89.37
C12	59.92	38.00	90°21'11"	N44°33'33"W	53.91
C13	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C14	26.82	17.00	90°22'48"	S44°32'45"E	24.12
C15	26.59	17.00	89°37'12"	S45°27'15"W	23.96
C16	26.81	17.00	90°21'11"	N44°33'33"W	24.12
C17	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C18	26.82	17.00	90°22'48"	S44°32'45"E	24.12
C19	26.59	17.00	89°37'12"	S45°27'15"W	23.96
C20	26.81	17.00	90°21'11"	N44°33'33"W	24.12
C21	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C22	59.94	38.00	90°22'48"	S44°32'45"E	53.92
C23	99.38	63.00	90°22'48"	S44°32'45"E	89.39
C24	8.37	45.00	10°39'33"	S04°41'07"E	8.36
C25	31.17	45.00	39°41'20"	S29°51'34"E	30.55
C26	31.44	45.00	40°01'55"	S69°43'11"E	30.81
C27	26.81	17.00	90°21'11"	N44°33'33"W	24.12

J:\Projects\2020\25\dwg\CDs\Final Plats\dwg 5/19/2021



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
3 0 3 . 9 2 5 . 0 5 4 4 T
3 0 3 . 9 2 5 . 0 5 4 7 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE: 5-21-21

PROJECT
NUMBER: 20025

SHEET 4 OF 4



Engineering Review Memo

To: Stephen Hebert, AICP, Bennett Planning & Economic Development Manager
From: Dan Giroux, PE, Engineering Consultant to the Town
Date: Monday, June 21, 2021
Case: Brunner Subdivision Final Plat / Town Land Use Case 21.15
Subject: Town Civil Engineering Review

Per the request of the Town of Bennett, Terramax, Inc. has reviewed the application materials for the proposed Brunner Subdivision Final Plat. This review does not include a full review of the Public Improvement Construction Documents (PI CD's) pending general review of Final Plat information, including layout and general information for streets, utilities, lots, Tracts, studies and reports. This review does not relieve the applicant from meeting the Town's requirement that the development comply with all Town Codes and Standards.

I have the following comments to offer on the Brunner Subdivision Final Plat and supporting submittal materials:

General & Title Commitment

- The Town will provide a template for required General Notes for the Final Plat, if not already received.
- Tracts A, B, I & J may already hold Town of Bennett rights or ownership per the provided Title Commitment.
- Tracts I & J are proposed as grading Tracts for this development, and may provide limited opportunity for Town uses or purposes, including access, utilities, or other, depending on future Muegge Farms grading.
- Does the Prairie Falcon Parkway Express hold any rights, limitations or obligations for this property?

Water Supply

- Suitability of proposed Tracts for future groundwater well development to be evaluated by the Town Water Supply Specialist review.
 - This could include or feature a non-potable groundwater supply well.
- Contiguity to Muegge Farms would provide an opportunity for 'purple pipe' reclaimed/reuse irrigation water supply in this subdivision, at least for Park and open spaces.
- The property lies within the Town's transitional pressure zone area, relying on redundant domestic and fire protection water supply from the Town's two current pressure zones.
 - As a result, the developer will be required to contribute to pressure zone accommodation improvements, including pressure reducing valves (PRV's), to allow connection to both Town water system pressure zones.

Water Distribution System

- Show on Master Utility Plan delineations for “over or under” storm sewer for water service crossings, or note if all water services are above all storm sewer runs.
- Water Lowering areas at crossings must feature isolation valves at or near each end, or clearly show which water services would be affected by a Lowering area “out of service” for maintenance or repair/replacement.
- Final fire hydrant spacing, locations and access to be confirmed with Bennett-Watkins Fire Rescue (BWFR). Town maximum spacing is 350 feet.

Sanitary Sewer System

- Shallow sanitary sewer (SS) is typically intended and allowed for limited, special-circumstance areas, due to the additional water main, fire hydrant and storm sewer crossing conflicts posed.
 - This development does not seem to hold those special circumstances.
- Extra-long sanitary sewer runs, over 400 feet between SS manholes (MH’s), are reserved for limited, special-circumstance areas.
 - Again, this development does not seem to hold those special circumstances.
- Further storm sewer evaluation may lead to additional sanitary sewer implications, please see Stormwater section below.
- The applicant is proposing to use the existing Penrith Park Lift Station (PPLS). There are several important implications:
 - The PPLS is currently under warranty with the installing developer, and connection and modifications would result in assumption and extension of the current warranty.
 - The PPLS is currently experiencing operational difficulties, and is expected to be under warranty claim this Summer with the installing developer.
 - There will be no additional development connections allowed until the current operational difficulties are resolved.
 - The additional flows and use for the PPLS would require a CDPHE Site Application (SA) Amendment.
 - The developer will be required to pay for this SA Amendment.
 - The Town will need to further evaluate the resulting PPLS overflow volume & response time.
 - It is likely the overflow volume would need to be increased with an additional overflow wet well.
 - Wet well location would be limited by Town right-of-way or easement, or additional acquisition of rights.
 - There will also need to be a formal Force Main hydraulics check, and pump & control design & adjustments as necessary.
 - These will be at Brunner Subdivision developer expense.
 - The route contemplates use of the Town’s Penrith Park Tract K, dedicated towards Town water infrastructure use and expansion, previously conceived to be additional Town groundwater wells.
 - This appears to require Town easement dedication, along with maintenance service road construction by the developer.

Access/Streets, Sidewalk

- Colfax Avenue widening and auxiliary lane comments deferred pending CDOT Access Permit & Notice-to-Proceed applications, processing, referrals, and details.
 - It appears the Colfax Avenue connection and lane configuration will require exemptions from Access Standards, requiring Town support.
- 90-degree street turns do not appear to meet Town Standards for knuckles, eyebrows, or other accommodations.
- The Town requires Directional ADA Ramps (approximately perpendicular to centerline of crossing street), typically CDOT 2A type, rotated to approximately Point-of-Curb-Return (PCR).
- The southerly access would need to be made accessible and usable for Bennett-Watkins Fire Rescue (BWFR), on an interim basis, until future, final street connections are made.
- All-weather road access from the Town Elevated Water Tank & Civic Center Campus would require widening, turn radii treatments, and other upgrades to the existing maintenance road for BWFR emergency access & use.
 - Additional off-site easement dedication may be required.
- The south emergency access shows current water main maintenance road & Trail grading impacts –
 - Is the maintenance road/Trail to be relocated or redirected?
 - The proposed grading should be checked against the existing 12-inch water main location and depth.

Stormwater Management

- The proposed southerly infiltration pond will need to receive site-specific testing for soils & infiltration rates.
 - Engineered infiltration improvements will likely be required, to support sustainable long-term soil infiltration action.
 - North-side "sealing" to prevent short-circuiting or bypass infiltration to the north will likely be required.
- Additional off-site easement dedications will be required.
- Infiltration pond access & maintenance will need to be defined, and improved.
 - Infiltration pond ownership & maintenance will need to be defined and documented, including acknowledgments of compliance with Colorado Division of Water Resources impoundment requirements.
 - An infiltration pond of this depth will require bottom-access all-weather ramps and emergency egress slope grading.
- The major southerly off-site basin, and southerly infiltration pond, will require an overflow route
 - This overflow should consider any Lark Sparrow emergency access extension crossing, as well as Trail/Service Road crossing(s) or inundation.
 - Please ensure and confirm storm sewer backups and reverse flows aren't the elevation-driven infiltration pond overflow route.
 - Tract I may be viable as an overflow route, but would require at least re-grading from the current proposal. It may prove narrow as-is for overflow peak flows.

- The storm sewer entering the south infiltration pond should be set above a certain minor storm pond level to avoid standing backwater in storm sewer.
 - Currently, the storm sewer will feature tailwater in all storm events, which will affect storm sewer hydraulics in addition to post-storm backwater.
- The “south ditch” and even adjacent Wood Thrush lots appear to be inundated with full infiltration pond levels.
 - It is not clear how far any other backwater inundation extends into the Subdivision.
- Is the infiltration pond filled with south off-site basin runoff before being able to address Brunner Subdivision developed flow impacts?
 - The basin is between 200 and 250 acres, with runoff volumes well over this pond volume for certain larger storm events – is the pond filled before basin peak?
 - Need to look at south basin runoff volume and hydrograph.
 - Is the Muegge Farms East Pond connecting pipe to be constructed to this infiltration pond at this time?
- The 0.3 percent trickle channel along the south lots is below the minimum required running slope of 0.6 percent.
- Does the Basin PR-1 exceed historic release at Design Point 1?
- How does the access & maintenance of the PR-10 back of lot trickle channel work?
 - Will trickle channel capacity be exceeded – does it require an eastern curb head?
- Tract H ground cover for Storm & SS access & maintenance?
 - Maintenance service road needs to be all-weather surfacing.
- At the Lark Bunting north entry, a storm inlet and pipe is preferred over chase sections with concrete rundown slide paving for maintenance, aesthetic, and energy dissipation.

Steve, this concludes my engineering review of the application materials for the proposed Brunner Subdivision Final Plat as submitted by the applicant. Please let me know if you have any questions, or require additional information pertaining to the submitted information, or my review.

Memorandum

To: Steve Hebert, AICP, Bennett Planning & Economic Development Manager

From: Gabrielle Renner, PE PTOE RSP1

Town Traffic Engineer

Date: 6/21/2021

Re: Town Land Use Case 21.15: Brunner Subdivision Final Plat
Town Traffic Engineering Review

The Brunner Subdivision Final Plat application materials were submitted on May 21, 2021. The application materials were reviewed, and the following comments have been provided by the Town Traffic Engineer.

- Southern access needs to be made accessible and usable for Bennett-Watkins Fire Rescue. Information on how this will be constructed and how general traffic will be blocked from using it should be provided.
- Per the site plan review, crosswalks should be provided on all legs of the site's intersections.
- Per the site plan review, it is preferred to provide directional ADA ramps at the crosswalks.
- Lane striping should be provided for the proposed right-turn acceleration and deceleration lanes.



Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401

355 4th Street, Bennett, CO 80102

Email: LifeSafety@BennettFireRescue.org

"Striving to Preserve Life and Property"

June 14th, 2021

Steve Hebert

Town Planner

Town of Bennett

Re: Brunner Subdivision Final Plat – Case 21.15

Planner Hebert,

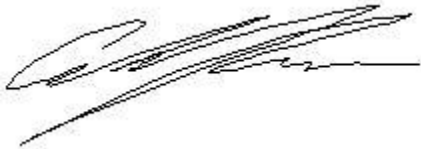
In regards to the submission for Brunner Subdivision Final Plat – Case 21.15, Bennett-Watkins Fire Rescue (BWFR) has the following comments and considerations:

- The developer shall confer with Bennett Fire Protection District and ensure that the proposed development conforms to adopted (IFC) fire code standards.
- The developer shall ensure the proposed municipal water systems pertaining to hydrant distribution fire suppression is adequate to protect the proposed development as well as meet design expectations of both the Town of Bennett as well as Bennett-Watkins Fire Rescue. Considerations for design requirement shall include adopted codes and standards as well as ISO distribution and fire flow requirements.
- The applicant will be required to submit a separate site overview and fire hydrant model exhibit demonstrating the placement and distances of all fire hydrants throughout the development directly to the Fire District. This model will be reviewed for IFC Appendix C compliance. Separate fees and submission for this review are required directly with the Fire District.
- It is recommended that the developer work directly with Bennett-Watkins Fire Rescue, ISO, and Town of Bennett Staff to provide and review information pertaining to the needed fire flows for the proposed development. This information should be vetted against International Fire Code Requirements as well as ISO requirements. It is also likely that this information will also be required by the Town to include for hydraulic system modeling.
- Fire hydrant installation shall conforming to the painting and color coding system outlined in NFPA 291. The developer/install contactor is responsible for ensuring all hydrants are painted conforming to the TOB/BWFR standards.
- Areas of the development that include wildland-urban interface, greenbelts, or other open space areas are of particular concern for the Fire District. BWFR is interested in working with the developer to ensure that adequate access is provided to these areas should there be a need for vehicle access for wildfire suppression. As each development is unique, it is recommended that the developer work directly with BWFR to examine these interface areas and determine what access and service needs exist.
- Development access requirements are based on the adopted fire code applicable to the development. Two BWFR approved access points are required after the 30th dwelling unit is

constructed. These access points are required to follow the remoteness guidelines, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. The only exception to this requirement is if all dwelling units are constructed with approved automatic sprinkler systems and approved by BWFR.

- The applicant has addressed the second access requirement by stating that an approved emergency access road will be provided until Town streets are in place to connect the road network. This may be an adequate solution, however such plans for the emergency access road must be provided to the Fire District to review and approve prior to construction approvals.
- BWFR will incur unmet capital costs associated with new development. To address the needs of this unmet capital cost, BWFR has partnered with the Town to enact a development fee policy which establishes fees due for all new types of development. It is likely that fees will apply to the new proposed development. If the developer has additional questions or concerns regarding Fire District development fees or policies, they can contact the District Office at 303-644-3572.

Thank You

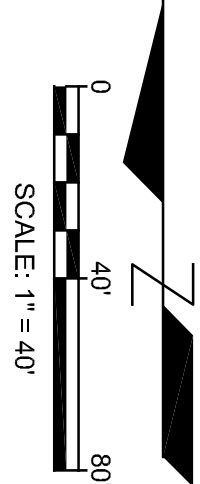
A handwritten signature in black ink, appearing to read 'Caleb J. Connor', with a stylized, sweeping flourish extending from the end.

Caleb J. Connor
Fire Marshal
Life Safety Division
Bennett-Watkins Fire Rescue
303-644-3572 - Headquarters / 720-893-7672 - Direct
www.BennettFireRescue.org

REVIEWED
By C. Connor at 3:19 pm, Jul 26, 2021

APPROVED
By C. Connor at 3:19 pm, Jul 26, 2021

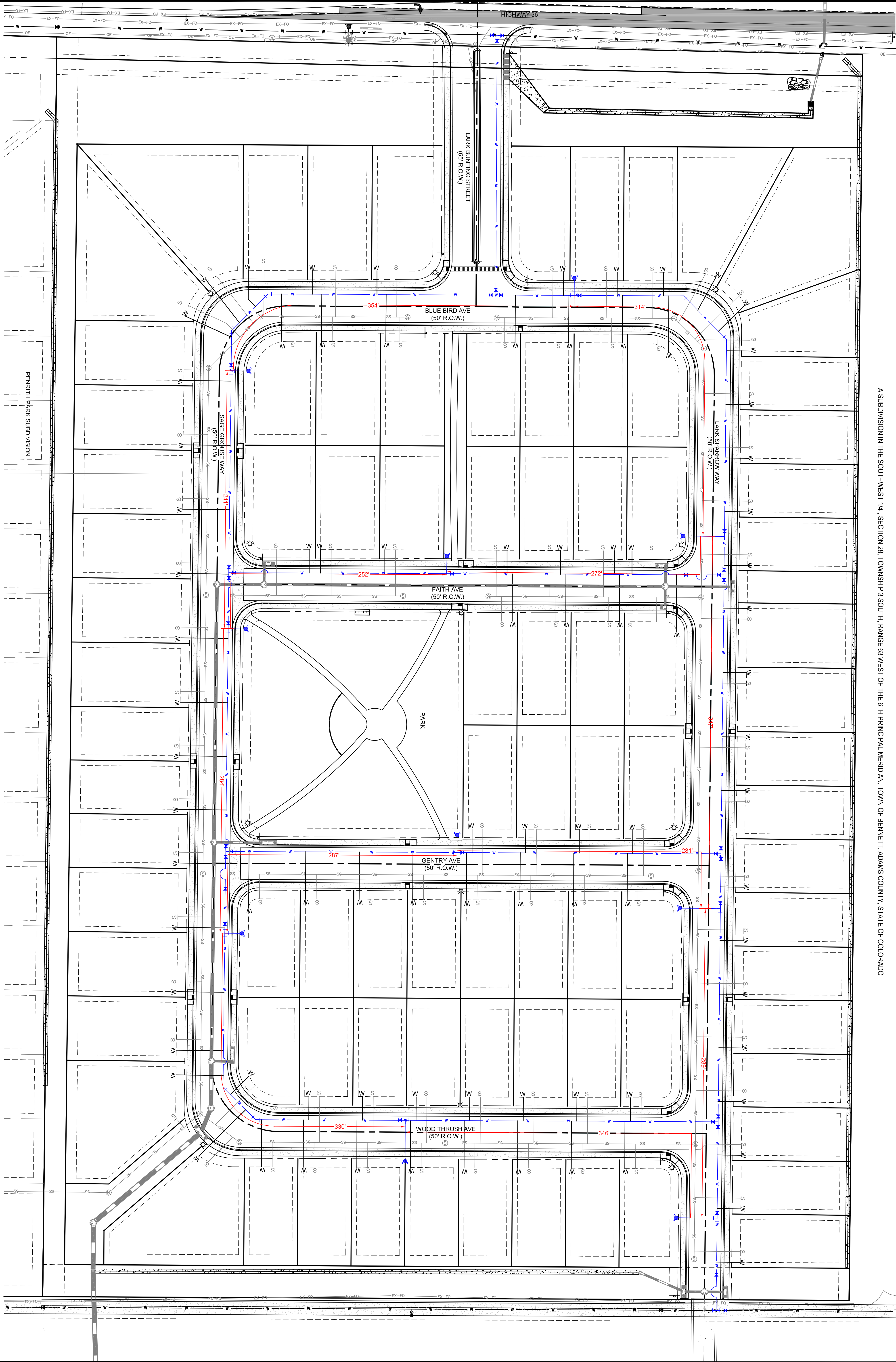
J:\Projects\20\202025\dwg\exhibits\Fire Hydrant Location Exhibit.dwg 7/22/2021



FIRE HYDRANT EXHIBIT

BRUNNER SUBDIVISION

A SUBDIVISION IN THE SOUTHWEST 1/4, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO



REVISIONS:
1.
2.
3.
4.

BY: DATE:

FIRE HYDRANT EXHIBIT
BRUNNER SUBDIVISION
BENNETT, COLORADO

PREPARED FOR:
CLIENT
ADDRESS LINE 1
ADDRESS LINE 2

NOT FOR
CONSTRUCTION



303.925.0544
www.2ncivil.com



FIRE
HYDRANT
EXHIBIT

STATE OF COLORADO

Traffic & Safety

Region 1

2829 W. Howard Place

Denver, Colorado 80204



COLORADO
Department of Transportation

Project Name: **Brunner**

Print Date: 6/18/2021

Highway:

036

Mile Marker:

Drainage Comments:

SBL - 6/9/2021

I have reviewed the Phase III Drainage Report for US 36, Brunner Subdivision in Bennett and have the following comments:

- Will CDOT see US 36/Colfax roadway improvement plans?
- Any change in horizontal/vertical alignment, pipe size and/or pipe material for the 24-inch box culvert at Design Point 2 will require a manhole.

SBL - 10/29/2020

I have reviewed the conceptual level Phase I Drainage Report for US 36, Brunner Subdivision in Bennett and have the following comments:

- Drainage from the site must follow historic drainage patterns at undeveloped, historic rates. Not existing rates. Flow from Basin EX-1 seems high.
- Doesn't Basin EX-2 drain to the existing culvert at DP 2 and the north under US 36? What is the condition of the existing culvert at DP 2?
- Is it possible to re-establish the historic drainage path at DP 2?

Environmental Comments:

Both the 2040 RTP and the current draft of the 2050 MVRTP don't show any improvements planned for this segment of US-36/Colfax, so Region 1 Planning does not see any issues with this request.

6/1/2021:

Arch/History:

Since this is a permit, a file search for Arch and History is required. If the file search identifies anything, a more extensive report will be required. If nothing is identified, then the file search should be sufficient. For the file search contact:

Cultural File Search: <http://www.historycolorado.org/oahp/file-search>

email: hc_filesearch@state.co.us

The ECIS will be used to support HazMat requirements.

The applicant is required to review the ECIS to determine the level of Paleo requirements/technical reports needed.

Non-historic 4f does not apply.

If any non-historic 6f properties will be impacted or disturbed applicant shall coordinate with Veronica McCall

veronica.mccall@state.co.us

Info for the applicant:

The Permittee shall complete a stormwater management plan (SWMP) which must be prepared with good

engineering, hydrologic, and pollution control practices and include at a minimum the following components: qualified stormwater manager; spill prevention and response plan; materials handling; potential sources of pollution; implementation of control measures; site description; and site map.

In addition, the Permittee shall comply with all local/state/federal regulations and obtain all necessary permits. Permittee shall comply with CDOT's MS4 Permit. When working within a local MS4 jurisdictional boundary, the permittee shall obtain concurrence from the local MS4 that the local MS4 will provide construction stormwater oversight. The local MS4 concurrence documentation shall be retained with the SWMP.

Traffic Comments:

JAI 6/16/2021

I am worried that people will not know that this is a right in right out access and need to do u-turn on Colfax ave. This facility does not have a place to do u-turn. 33 vehicles making a U-turn is a safety concern.

JAI 10/28/2020

From the trip generation it looks like this development will need a deceleration lane for left turners coming from the east on US-36. It will also need a right turn deceleration lane coming from the west on US-36.

It would be good to know if there is any traffic impacts to US-36 and SH-79. Will the south entrance be open when the site is fully developed?

Right of Way Comments:

Jerry Buffington - The plat clearly calls to the south line of the state highway as the north boundary of the property, so there is no conflict with the existing Right-of-Way. The "PROPERTY DESCRIPTION:" section (upper-left of Page 1) contains a typo referring to STATE HIGHWAY "86" rather than "36".

Andrea Carrigan ROW Property Management - No comment

Resident Engineer Comments:

6/10/2021:

-Please provide a plan set for review.

-A right turn lane into the Brunner site is required per the State Highway Access Code.

-The proposed access to the west of the site will require right and left turn lanes from US-36 per the State Highway Access Code.

4/9/2020:

-In the future, if auxiliary or turn lanes need to be added, they will need to be done with CDOT standards for length and taper, and proper subgrade and materials.

-For future planning of access locations, the State Highway Access Code must be followed.

-The project may want to coordinate with the Muegge Farms development (to the south) for proposed roads that the Brunner site may be able to tie in to for future access needs.

Permits Comments:

4-2-2020 MC

The Colorado Department of Transportation Region 1 has reviewed the referral for the Brunner Annexation and zoning. CDOT has no objection to the annexation of this property.

We understand that following the approval of zoning changes, there may be a preliminary plan, subdivision plat, or site plan. At that time CDOT would offer our referral remarks, particularly if a traffic and drainage study is included. A

new State Highway Access Permit will be required for the change in use and for any new or closed access. During the annexation process be aware that any work in the CDOT ROW, including survey, will need a special use permit. These permits are applied for on-line. The address is:

<https://www.codot.gov/business/permits/utilitiesspecialuse/online-permit-application>

The plat and material provided do not clarify how much RoW will be in place for SH 36. It would be helpful if by note or plat graphics, to show how much is to be dedicated from each side of the centerline of the SH 36.

The target is a minimum of 70-ft from each side of the centerline for a minimum profile width of 140-ft. There appears to be a discrepancy to what is being dedicated immediately to the west at the Penrith Park platted property. Ideally, the full length of SH 36 will be improved with EB auxiliary lanes and multi-modal pathways across both properties extending easterly from the new Penrith Road RoW.

Penrith Park subdivision was granted a full movement access into their "enclave" and a secondary access onto Penrith Road, planned to flank the west side of that subdivision. Penrith Road was also given a full movement access. Notice to proceed has been issued for both so we believe portions of those accesses will be built in the short term.

The TIS and materials provided for Brunner do not explain how residents of this subdivision may return to their properties when coming from east to west. A right-in-out access with pork-chop will necessitate a U-turn or turn around movement in the Penrith Park access locations. There is no certainty or timeframe offered in the plans or materials for Brunner regarding the future alternative connection from the south through the adjacent Muegge Farm development. Therefore 100% of the traffic generated by the 87 homes must use the SH 36 right in-out only access.

This illustrates the problem we anticipated – and why we have repeatedly asked for cross-property connections for local access and /or a shorter time frame for making the off-site access connections for local traffic. SH 36 is classified as NR-B, intended to be an Arterial with roadway design standards intended for through-movement, allowing for local direct access but not of primary function. We suggest the Town concurrently advances better connectivity and access for local residents when considering such residential enclaves.

RS 06-15-2021

US 36 needs to be a minimum of 140-ft RoW. Half of which should be dedicated from south side of the roadway centerline. The plat does not clearly show how much RoW is planned, and how much is dedicated from the south side

The Utility Accommodation Code allows for sharing the RoW, and if-when necessary, should be positioned to the outside edge of RoW. All Utilities in CDOT RoW are by permit. The proposed 15-ft utility easement needs to be wholly outside of the 140-ft RoW.

It is recommended that a cross section of RoW be provided showing the public improvements on US 36 showing: Storm drainage (ditch or storm inlets?), curb-gutter or shoulder, utilities, center & outside medians, lanes of traffic, multi-use sidewalk-pathway, landscape areas, etc. A site plan was not included for our review.

The plat indicates that this approval is to be signed by the Town of Bennett. At the time of our previous review (04/20) the property was not proposed to be annexed. This does change the maintenance responsibility of SH 36 RoW to the Town. The Town should advise CDOT and clarify by a plat note, if a center median (public improvement) is to be provided by this development and ensure a pro-rata share of costs are appropriately escrowed.

Omitted from the plan set and TIS, is the indication of the proposed local roadway network for the town. This includes E-W and N-S roadways and appropriate connections to SH 36 at spacing in compliance to the Access Code. This parcel may be entitled to 1 access, but is the position appropriate and will it align with planned roadways to the north of 36? To minimize the proliferation of access along US 36, both shared and cross property access needs to be planned for – this proposed plat appears to omit offering any ties (access easements) to the east &

west. Please provide a contextual plan showing the proposed local roadway network and that there are short-term alternative to utilizing the state highway for short local trips. We presume the fire department will require a 2nd means of emergency egress, and it is not clear where the southern connection leads to.

RS- 06-02-21

I advocate that all of the ROW of US 36 adjacent to this property should be annexed to the Town. The requirement to annex adjacent ROW was outlined by State Legislature decades ago relative to flagpole annexation practices & the responsibility of the local agency in-turn to maintain such ROW. <https://codes.findlaw.com/co/title-43-transportation/co-rev-st-sect-43-2-135.html> AKA Colorado Revised statutes Title 43, Transportation section 43-2-135 Division of Authority over streets. At this location, it serves two purposes: Clarifies who is responsible to build & maintain public improvements along the edge of roadway. This has been a recurring problem in incorporated area, especially for storm drainage. Secondly, routine maintenance & first responders. The ROW need to be annexed so local police have standing and authority.

Anticipate comments at time of site plan & plat. In hindsight, the adjacent Penrith Park should have provided a cross-property access to avoid patterns of lengthy cul-de-sacs, which studies have shown are not efficient or sustainable for connectivity and access. SH 36 is a limited access highway and therefore land entitlements needs to protect the function-integrity by smarter patterns of land use and more efficient roadway networks.

- RS 04-15-20

10-27-2020, Access to the state highway will require an access permit from our office. We will want the traffic engineer to review the proposed traffic movements in conjunction with the state of Colorado access code to see if turn lanes will be warranted.

Any signing for this development must be on-premise and cannot be either partly or wholly in the State Highway Right-of-Way. Signing must also comply with all applicable rules governing outdoor advertising in Colorado per the State rules, **2 CCR 601-3**

10-27-2020, Steve Loeffler

Sketch Plan Who is the 20 foot ROW Dedication going to and when? Need the CDOT ROW identified and labeled. Will need a set of plans for all of the work in the CDOT ROW. RLW

Clearly show and label the current CDOT ROW. Need plan set showing the improvements in the CDOT ROW. **RLW June 7 2021**

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO

SHEET 1 OF 4

OWNERSHIP AND DEDICATION:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LESS THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED DECEMBER 8, 1992 IN BOOK 3996 PAGE 496 AND LESS THAT PORTION DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 3, 1984 IN BOOK 2923 PAGE 876 AND LESS THAT PORTION NOW PLATTED AS PENRITH PARK AMENDED RECORDED DECEMBER 2, 2002 AT RECEPTION NO. C1059985, ADAMS COUNTY RECORDS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF "BRUNNER SUBDIVISION, FILING NO. 1" A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF BENNETT THE STREETS, AVENUES AND OTHER PUBLIC PLACES, INCLUDING TRACTS, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF BENNETT AND ALL SERVING PUBLIC UTILITIES AND OTHER APPROPRIATE ENTITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE OWNER OR ARRANGEMENTS MADE BY THE OWNER THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO; THAT SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT; AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC UTILITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC ENTITIES, AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT.

EXECUTED THIS ____ DAY OF _____, 20__

OWNER:

AS

OF

MGV 36 South Land Investments, LLC, A COLORADO LIMITED LIABILITY COMPANY

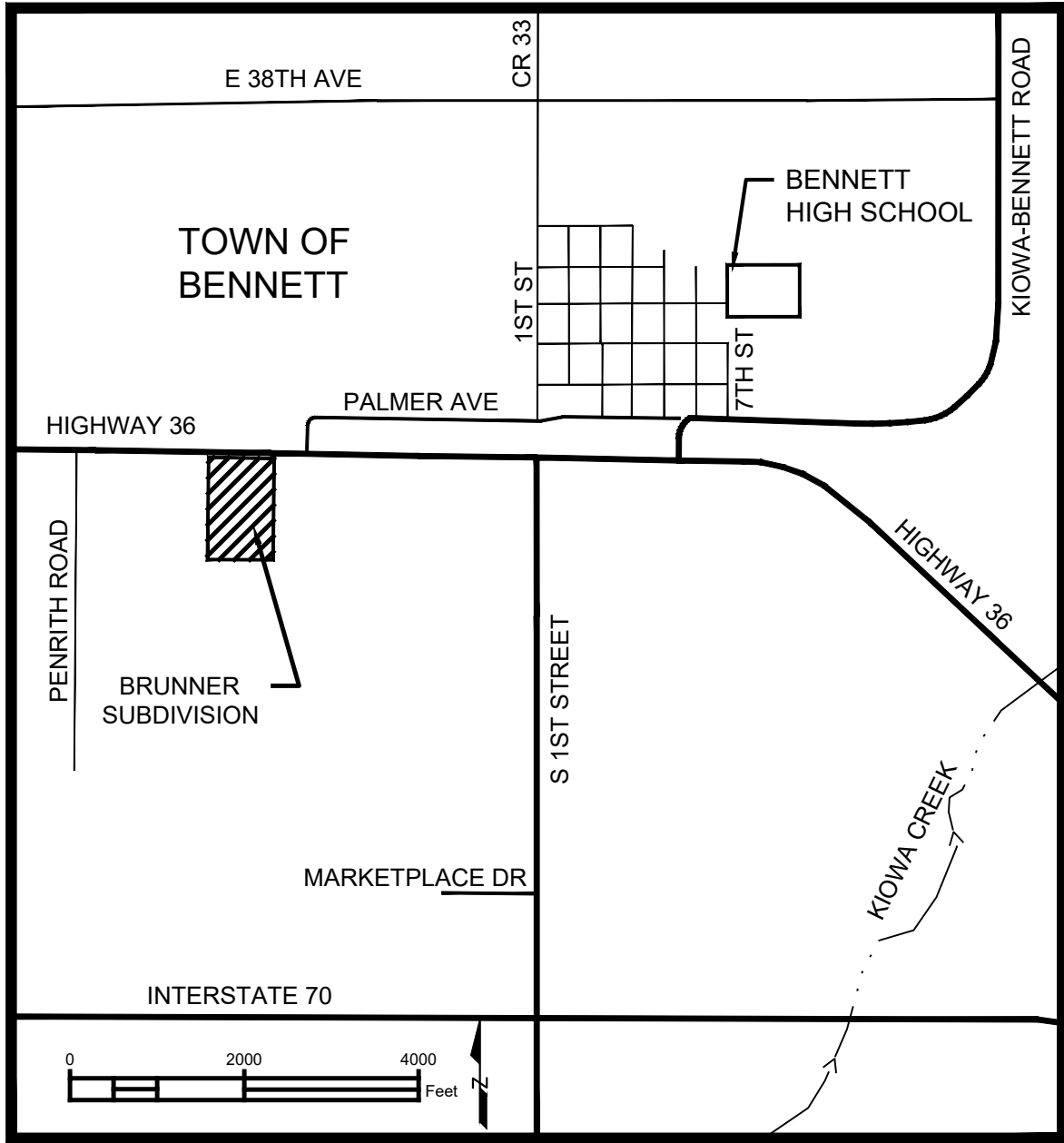
STATE OF COLORADO)
)SS:
COUNTY OF DENVER)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__, BY JIM MARSHALL AS ACTING MANAGER OF MGV 36 South Land Investments, LLC.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES



VICINITY MAP

SCALE 1" = 2000'

NOTES:

- THE BASIS OF BEARINGS FOR THIS PLAN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28 HAVING A BEARING OF N89°44'09"V.
- DATE OF SURVEY WAS NOVEMBER 08, 2018.
- THE US SURVEY FOOT WAS THE UNIT UTILIZED IN THE SURVEY. THE US SURVEY FOOT IS EQUAL TO 1.000002 INTERNATIONAL FEET OR 0.304801 METERS.
- THE PROPERTY WITHIN THE BOUNDARIES OF THIS FINAL PLAT IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
- NON-EXCLUSIVE 8-FOOT FRONT LOT UTILITY EASEMENTS LOCATED AS SHOWN HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- NON-EXCLUSIVE 10-FOOT UTILITY EASEMENTS LOCATED ALONG THE REAR LOT LINES HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- NON-EXCLUSIVE 5-FOOT UTILITY EASEMENTS ALONG SIDE LOT LINES SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE: ANY IMPROVEMENTS OUTSIDE THE FLOWLINE OR BEYOND THE EDGE OF ASPHALT OF THE STATE HIGHWAY OR FUTURE STATE HIGHWAY, INCLUDING BUT NOT LIMITED TO SIDEWALK AND LANDSCAPING, WHICH ARE INSTALLED AT THE DIRECTION OF LOCAL LAND USE JURISDICTION SHALL BE MAINTAINED BY THE DEVELOPER, HOMEOWNERS ASSOCIATION, METROPOLITAN DISTRICT, THEIR HEIRS OR ASSIGNS.
- TRACTS A, B, I AND J ARE DEDICATED TO THE TOWN OF BENNETT AS RIGHT OF WAY.

TOWN CERTIFICATION:

THIS IS TO CERTIFY THAT THE PLAT OF BRUNNER SUBDIVISION, FILING NO. 1 WAS APPROVED ON THIS ____ DAY OF _____, 20__, AND THE MAYOR OF THE TOWN OF BENNETT ON BEHALF OF THE TOWN OF BENNETT, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE:

I, ELIJAH FRANE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

ELIJAH FRANE P.L.S. # 38376

FOR 2N CIVIL, LLC

DATE

ATTORNEY'S CERTIFICATE:

I, _____, AN ATTORNEY AT LAW, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL OF THE LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATORS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, SUBJECT TO ALL MATTERS OF RECORD REFLECTED IN SCHEDULE B-2 OF THE TITLE INSURANCE COMMITMENT DATED _____, NO. _____.

TRACT SUMMARY TABLE

TRACT	OWNERSHIP /MAINTENANCE	USE / EASEMENT DATE	AREA (AC.)
A	RIGHT OF WAY / TOWN OF BENNETT	R.O.W.	0.25
B		R.O.W.	0.23
C	H.O.A. OR METRO DISTRICT	D, L, O, U	1.03
D		D, L, O, U	0.45
E		D, L, O, U	0.08
F		D, L, O, U	0.10
G		O, L, PE	0.99
H		D, L, O, U	0.14
I	RIGHT OF WAY / TOWN OF BENNETT	R.O.W.	0.08
J		R.O.W.	0.41

D = DRAINAGE

U = UTILITIES

O = OPEN SPACE

L = LANDSCAPING

PE = PEDESTRIAN

LAND USE TABLE

GROSS AREA	20.168 ACRES
GROSS DENSITY	4.35 DU/ ACRE
NET DENSITY	7.14 DU/ ACRE
SINGLE FAMILY LOTS	87
RIGHT OF WAY	4.260 ACRES
SMALLEST LOT	5000 S.F. - 0.114 ACRES
LARGEST LOT	13,426 S.F. - 0.308 ACRES
AVERAGE LOT	0.139 ACRES

CLERKS AND RECORDER'S CERTIFICATE:

FILE NO.

MAP NO.

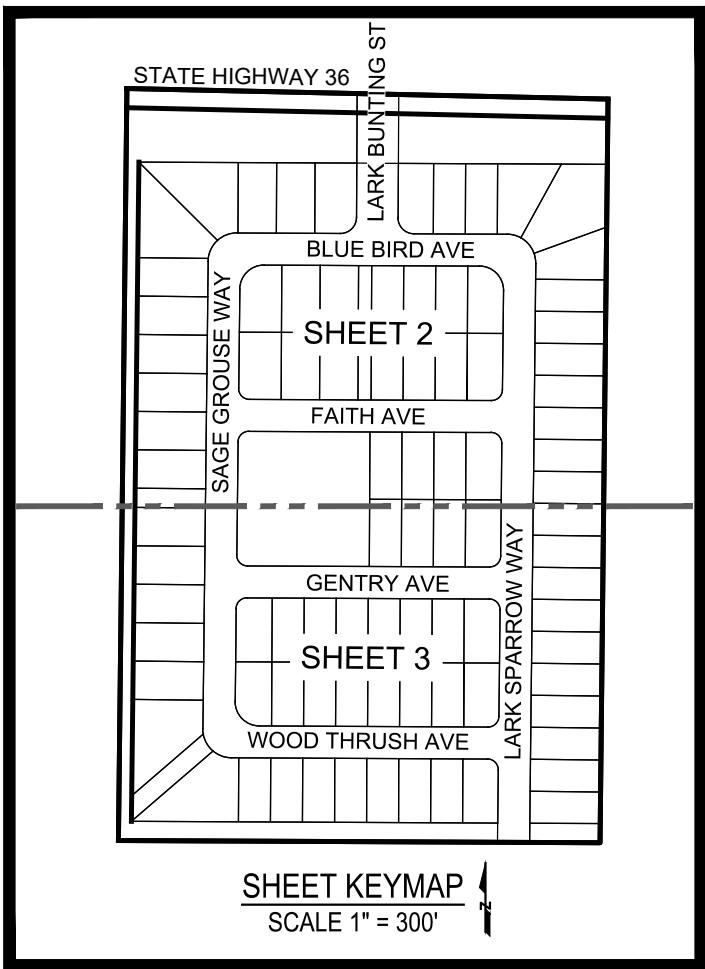
RECEPTION NO.

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO, ON THIS ____ DAY OF _____, 20__, AT _____ O'CLOCK, ____ M.

ADAMS COUNTY CLERK AND RECORDER

BY:

DEPUTY



SHEET KEYMAP

SCALE 1" = 300'

ADD NOTE: MONUMENTS, ORNAMENTAL COLUMNS, WINDOW WELLS, COUNTERFORTS, PATIOS, DECKS, RETAINING WALLS AND THEIR COMPONENTS ARE NOT PERMITTED TO ENCROACH INTO UTILITY EASEMENTS



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE: 5-21-21

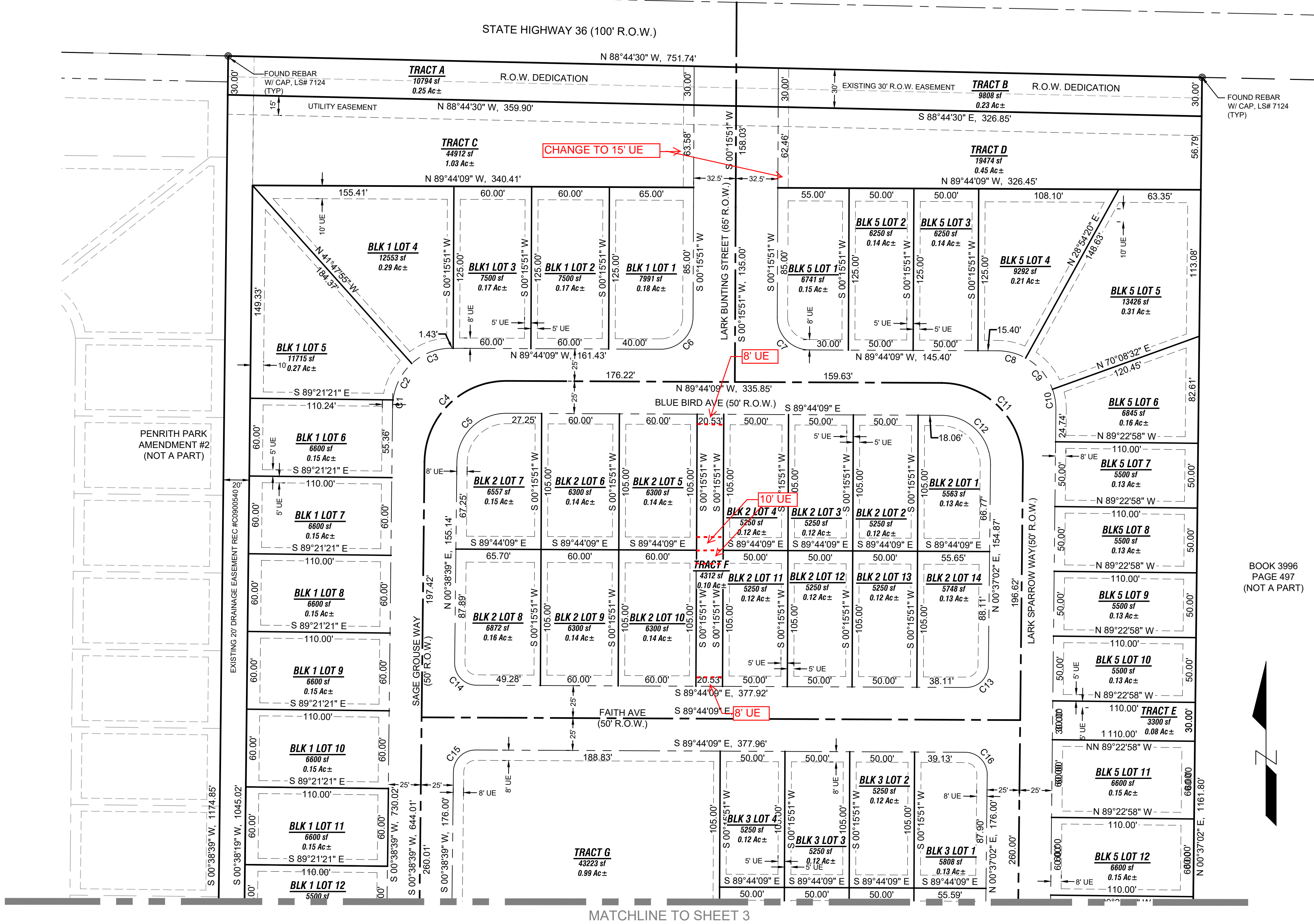
PROJECT NUMBER: 20025

SHEET 1 OF 4

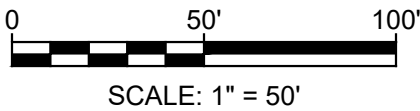
BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO

SHEET 2 OF 4



NOTE:
1. SEE SHEET 4 OF 4 FOR CURVE DATA TABLE.



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

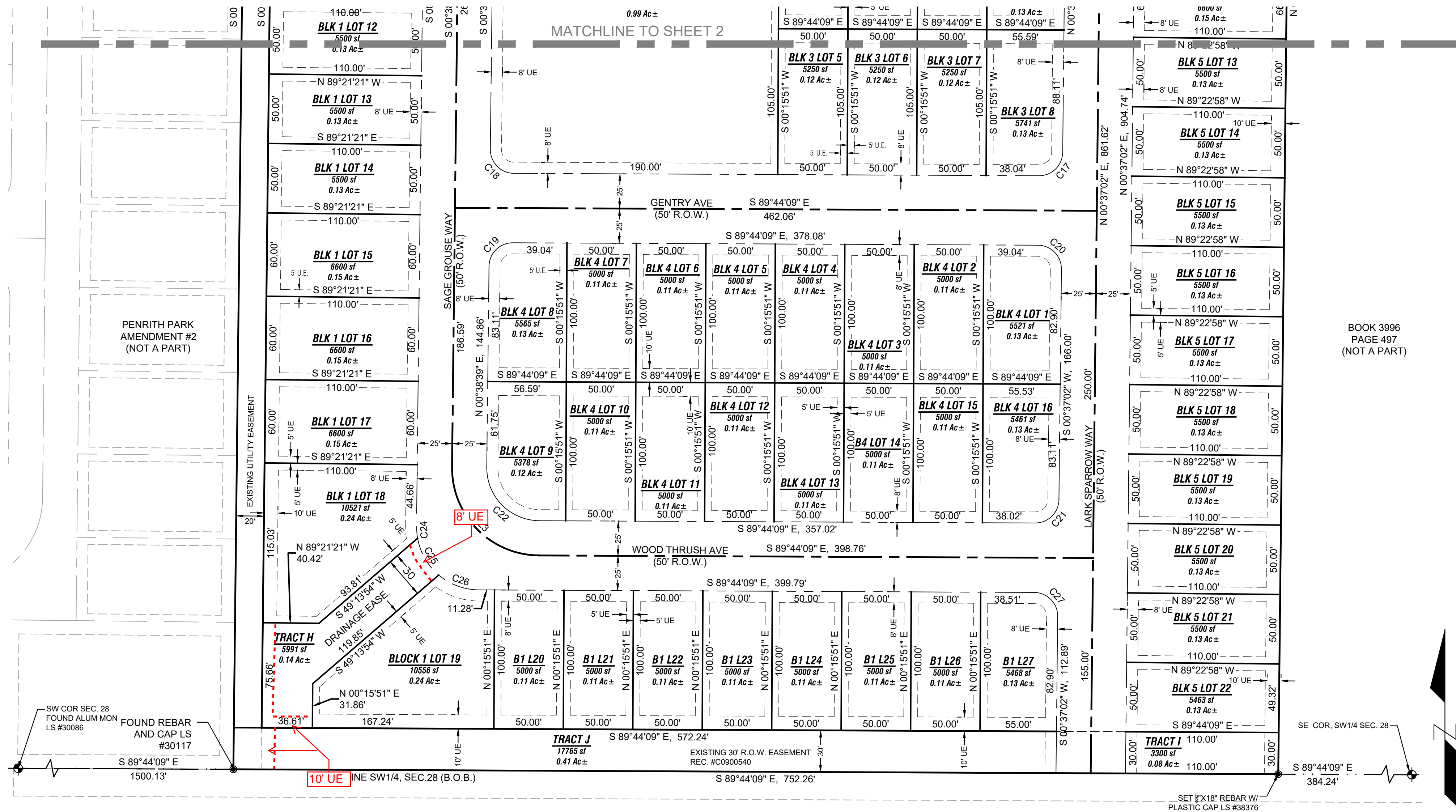
ISSUED DATE: 5-21-21

PROJECT NUMBER: 20025

SHEET 2 OF 4

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 3 OF 4



J:\Projects\2020\2025\dwg\CDs\Final Plat.dwg 5/19/2021



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE:	5-21-21
PROJECT NUMBER:	20025
SHEET 3 OF 4	

BRUNNER SUBDIVISION FILING NO. 1 FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL
MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO
SHEET 4 OF 4

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4.65	45.00	5°55'12"	S03°36'15"W	4.65
C2	32.28	45.00	41°05'57"	S27°06'49"W	31.59
C3	33.46	45.00	42°36'03"	S68°57'49"W	32.69
C4	98.54	63.00	89°37'12"	S45°27'15"W	88.80
C5	59.44	38.00	89°37'12"	S45°27'15"W	53.56
C6	39.27	25.00	90°00'00"	N45°15'51"E	35.36
C7	39.27	25.00	90°00'00"	S44°44'09"E	35.36
C8	22.37	45.00	28°28'57"	N75°29'41"W	22.14
C9	32.51	45.00	41°23'31"	N40°33'13"W	31.81
C10	16.08	45.00	20°28'30"	N09°37'13"W	16.00
C11	99.35	63.00	90°21'11"	N44°33'33"W	89.37
C12	59.92	38.00	90°21'11"	N44°33'33"W	53.91
C13	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C14	26.82	17.00	90°22'48"	S44°32'45"E	24.12
C15	26.59	17.00	89°37'12"	S45°27'15"W	23.96
C16	26.81	17.00	90°21'11"	N44°33'33"W	24.12
C17	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C18	26.82	17.00	90°22'48"	S44°32'45"E	24.12
C19	26.59	17.00	89°37'12"	S45°27'15"W	23.96
C20	26.81	17.00	90°21'11"	N44°33'33"W	24.12
C21	26.60	17.00	89°38'49"	N45°26'27"E	23.97
C22	59.94	38.00	90°22'48"	S44°32'45"E	53.92
C23	99.38	63.00	90°22'48"	S44°32'45"E	89.39
C24	8.37	45.00	10°39'33"	S04°41'07"E	8.36
C25	31.17	45.00	39°41'20"	S29°51'34"E	30.55
C26	31.44	45.00	40°01'55"	S69°43'11"E	30.81
C27	26.81	17.00	90°21'11"	N44°33'33"W	24.12

J:\Projects\2020\25\dwg\CDs\Final Plats.dwg 5/19/2021



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
3 0 3 . 9 2 5 . 0 5 4 4 T
3 0 3 . 9 2 5 . 0 5 4 7 F
www.2ncivil.com

CLIENT
MGV 36 SOUTH LAND INVESTMENTS, LLC
PO BOX 4701
GREENWOOD VILLAGE, CO 80155

ISSUED DATE: 5-21-21

PROJECT
NUMBER: 20025

SHEET 4 OF 4

BENNETT SCHOOL DISTRICT 29J

June 10, 2021

Town of Bennett
207 Muegge Way
Bennett, CO 80102

RE: Case No. 21.15 – Brunner Subdivision Final Plat
Case No. 21.16 – Brunner Subdivision Site Plan

Dear Steve;

Bennett School District 29J is pleased to review the Final Plat and Site Plan proposals for the Brunner Subdivision. The application is for 20.17 acres of land being platted for 87 single family homes at a density of 7.14 du/acres.

The Application proposes residential development for property located within the School District's boundaries and, therefore, will have an impact on the School District's responsibility to provide adequate school facilities. Consequently, the School Dedication requirements must be met per Division 5 of the Bennett Municipal Code. Based upon this proposal, we calculate the following dedication requirements:

Housing Unit Type	Density	Number of Dwelling Units	Elementary		Middle		High		Total	
			Gen Rate	Students	Gen Rate	Students	Gen Rate	Students	Gen Rate	Students
SFD	0-7.49 du/ac	87	0.36	31.32	0.18	15.66	0.24	20.88	0.775	67.86
MF/Mid Density	7.5-14.99 du/ac		0.17		0.08		0.11		0.364	
MF/High Density	15 du/ac +		0.09		0.04		0.06		0.195	
M										
Acres per Student	Elementary		Middle		High		Total		Cash-in-lieu	
	Number Students	Acres	Number Students	Acres	Number Students	Acres	Number Students	Acres		
0.0597	31.32	1.87	15.66	0.93	20.88	1.25	67.86	4.05	\$182,305.89	

Based upon these above calculations, the School District is requesting a cash-in-lieu payment of \$182,305.89 in one lump sum at the time of final plat approval.

The District is engaged in a Master Plan update that will result in forecasting growth within the District boundaries and the approximate location of new school sites and associated facilities. We are working with the Town's and Counties to assist in the analysis and planning to ensure the best outcome for the communities moving forward. The majority of our work should be completed the first half of the year. We believe this will have a positive benefit for Brunner Subdivision.

615 7th Street Bennett, CO 80102 303-644-3234 PHONE 303-644-4121 FAX

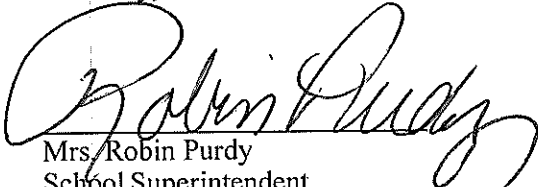
Keithy@bsd29j.com

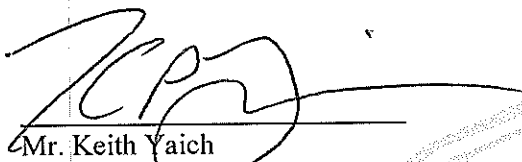
www.bsd29j.com

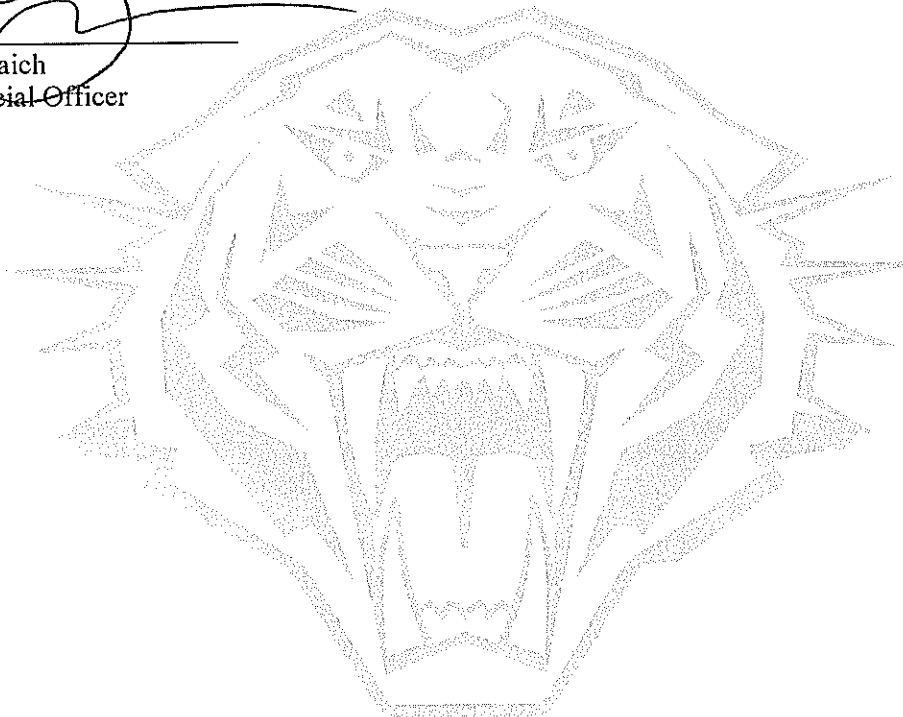
BENNETT SCHOOL DISTRICT 29J

The School District respectfully requests the opportunity to amend and supplement this letter, as appropriate, to update the Town Planning Department and the Subdivision Agreement concerning cash in-lieu payment as a way to mitigate the impact the development will have on the schools. The District looks forward to working with the developer to address the dedication as they move through the site planning and platting process.

Sincerely,


Mrs. Robin Purdy
School Superintendent


Mr. Keith Yaich
Chief Financial Officer



615 7th Street Bennett, CO 80102 303-644-3234 PHONE 303-644-4121 FAX

Keithy@bsd29j.com

www.bsd29j.com



May 20, 2021

Mr. John Vitella
MGV 36 South Land Investments, LLC
PO Box 4701
Greenwood Village, CO 80155

Re: Brunner Property
Traffic Impact Analysis
Bennett, CO
LSC #200690

Dear Mr. Vitella:

In response to your request, LSC Transportation Consultants, Inc. has prepared this traffic impact analysis for the proposed Brunner Property residential development. As shown on Figure 1, the site is located south of E. Colfax Avenue (US 36) and east of N. Penrith Road in Bennett, Colorado.

REPORT CONTENTS

The report contains the following: the existing roadway and traffic conditions in the vicinity of the site including the lane geometries, traffic controls, posted speed limits, etc.; the existing weekday peak-hour traffic volumes; the existing daily traffic volumes in the area; an adjustment of the existing traffic for the ongoing pandemic; the typical weekday site-generated traffic volume projections for the site; the assignment of the projected traffic volumes to the area roadways; the projected short-term and long-term background and resulting total traffic volumes on the area roadways; the site's projected traffic impacts; and any recommended roadway improvements to mitigate the site's traffic impacts.

LAND USE AND ACCESS

The site is proposed to include 87 single-family dwelling units. Right-in/right-out access is proposed to E. Colfax Avenue (US 36) and full movement cross access is proposed to the south as shown in the conceptual site plan in Figure 2. The cross access to the south will be emergency vehicles only until the Muegge Farms project buildout reaches this area.

ROADWAY AND TRAFFIC CONDITIONS

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **E. Colfax Avenue (US 36)** is an east-west, two-lane highway north of the site that is classified as a non-rural arterial (NR-B) by CDOT. The intersections in the study area are stop-sign controlled. The posted speed limit in the vicinity of the site is 55 mph. The posted speed limit may drop to 45 mph as the area develops but this will need to be coordinated between the Town and CDOT.

Existing Traffic Conditions

Figure 3a shows the existing lane geometries, traffic controls, posted speed limits, and traffic volumes in the site's vicinity on a typical weekday. The weekday peak-hour traffic volumes and daily traffic counts are from the attached traffic counts conducted by Counter Measures in April, 2021.

Adjustment for the Ongoing Pandemic

The volumes in Figure 3b are based on the 2021 total traffic volumes from attached Figure 8 of the 2018 *Penrith Park TIA* by LSC with the through traffic volumes adjusted higher where appropriate based on the recent traffic count volumes in Figure 3a. The daily volume on E. Colfax Avenue (US 36) is from the attached CDOT straight line diagram with one year of growth.

2025 and 2041 Background Traffic

Figure 4 shows the estimated 2025 background traffic which assumes the through traffic on E. Colfax Avenue (US 36) grown for four years at a two percent annual growth rate plus partial development of the area north of the railroad tracks.

Figure 5 shows the estimated 2041 background traffic based on the 2040 total traffic from Figure 9 (attached) of the 2018 *Penrith Park TIA* by LSC with the through traffic volumes grown for one year at a two percent annual growth rate. Two percent is conservative because the CDOT 20-year factor for E. Colfax Avenue (US 36) is 1.35 which relates to an annual growth rate of about 1.5 percent.

Existing, 2025, and 2041 Background Levels of Service

Level of service (LOS) is a quantitative measure of the level of congestion or delay at an intersection. Level of service is indicated on a scale from "A" to "F." LOS A is indicative of little congestion or delay and LOS F is indicative of a high level of congestion or delay. Attached are specific level of service definitions for unsignalized intersections.

The intersections in Figures 3b, 4, and 5 were analyzed as appropriate to determine the existing, 2025, and 2041 background levels of service using Synchro. Table 1 shows the level of service analysis results. The level of service reports are attached.

- **E. Colfax Avenue (US 36)/Palmer Avenue:** All movements at this unsignalized intersection currently operate at LOS "B" or better during both morning and afternoon peak-hours and are expected to do so through 2025. By 2041, all movements are expected to operate at LOS "D" or better during both peak-hours.

- **E. Colfax Avenue (US 36)/Penrith Park Access:** All movements at this unsignalized intersection currently operate at LOS “B” or better during both morning and afternoon peak-hours and are expected to do so through 2025. By 2041, all movements are expected to operate at LOS “C” or better during both peak-hours.
- **E. Colfax Avenue (US 36)/Bennett Community Center Access:** All movements at this unsignalized intersection currently operate at LOS “A” during both morning and afternoon peak-hours and are expected to operate at LOS “B” or better through 2041.
- **E. Colfax Avenue (US 36)/McKinley Drive:** All movements at this unsignalized intersection currently operate at LOS “A” during both morning and afternoon peak-hours and are expected to operate at LOS “B” or better through 2041.
- **E. Colfax Avenue (US 36)/RIRO Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “B” or better during both morning and afternoon peak-hours through 2041.

TRIP GENERATION

Table 2 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from *Trip Generation, 9th Edition, 2012* by the Institute of Transportation Engineers (ITE) for the proposed land use.

The site is projected to generate about 821 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 16 vehicles would enter and about 48 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 55 vehicles would enter and about 32 vehicles would exit.

TRIP DISTRIBUTION

Figure 6 shows the estimated directional distribution of the site-generated traffic volumes on the area roadways for the short-term (2025) and buildout conditions (2041). The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site’s proposed land use.

TRIP ASSIGNMENT

Figure 7a shows the estimated 2025 site-generated traffic volumes based on the 2025 directional distribution percentages (from Figure 6) and the trip generation estimate (from Table 2). Figure 7a assumes emergency vehicle access to the south.

Figure 7b shows the estimated 2041 site-generated traffic volumes based on the 2041 directional distribution percentages (from Figure 6) and the trip generation estimate (from Table 2). Figure 7b assumes full movement cross access to the south.

2025 AND 2041 TOTAL TRAFFIC

Figure 8 shows the 2025 total traffic which is the sum of the 2025 background traffic volumes (from Figure 4) and the 2025 site-generated traffic volumes (from Figure 7a). Figure 8 also shows the recommended 2025 lane geometry and traffic control.

Figure 9 shows the 2041 total traffic which is the sum of 2041 background traffic volumes (from Figure 5) and the 2041 site-generated traffic volumes (from Figure 7b). Figure 9 also shows the recommended 2041 lane geometry and traffic control.

PROJECTED LEVELS OF SERVICE

The intersections in Figures 8 and 9 were analyzed to determine the 2025 and 2041 total levels of service. Table 1 shows the level of service analysis results. The level of service reports are attached.

- **E. Colfax Avenue (US 36)/Palmer Avenue:** All movements at this unsignalized intersection are expected to operate at LOS “D” or better during both morning and afternoon peak-hours through 2041.
- **E. Colfax Avenue (US 36)/Penrith Park Access:** All movements at this unsignalized intersection are expected to operate at LOS “C” or better during both morning and afternoon peak-hours through 2041.
- **E. Colfax Avenue (US 36)/Bennett Community Center Access:** All movements at this unsignalized intersection are expected to operate at LOS “B” or better during both morning and afternoon peak-hours through 2041.
- **E. Colfax Avenue (US 36)/McKinley Drive:** All movements at this unsignalized intersection are expected to operate at LOS “B” or better during both morning and afternoon peak-hours through 2041.
- **E. Colfax Avenue (US 36)/RIRO Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “B” or better during both morning and afternoon peak-hours through 2041.

CONCLUSIONS AND RECOMMENDATIONS

Trip Generation

1. The site is projected to generate about 821 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, about 16 vehicles would enter and about 48 vehicles would exit the site. During the afternoon peak-hour, about 55 vehicles would enter and about 32 vehicles would exit.

Projected Levels of Service

2. All movements at the intersections analyzed are expected to operate at LOS “D” or better during both morning and afternoon peak-hours through 2041.

Conclusions

3. The impact of the Brunner Property residential development site can be accommodated by the existing roadway network with the following recommendations.

Recommendations

4. An eastbound right-turn deceleration lane should be constructed on E. Colfax Avenue (US 36) approaching the right-in/right-out site access. This lane will be continuous with the existing eastbound acceleration lane to the west.
5. A northbound to eastbound acceleration lane should be constructed on E. Colfax Avenue (US 36) departing the right-in/right-out site access. This lane will be continuous with the short eastbound right-turn lane approaching the Bennett Community Center.
6. Emergency vehicle access should be provided to the south. This access will become a full movement public access through the future Muegge Farms development over time.
7. A raised porkchop-style island should be provided on the site access approach to E. Colfax Avenue (US 36) to discourage left-turn movements.

* * * * *

We trust our findings will assist you in gaining approval of the proposed Brunner Property residential development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By 

Christopher S. McGranahan, PE, PTOE
Principal

CSM/wc

5-20-21

Enclosures: Tables 1 and 2
Figures 1 - 9
Traffic Count Reports
E. Colfax Avenue (US 36) Straight Line Diagram
Figures 8 and 9 from 2018 *Penrith Park TIA* by LSC
Level of Service Definitions
Level of Service Reports

Table 1
Intersection Levels of Service Analysis
Brunner Property
Bennett, CO
LSC #200690; May, 2021

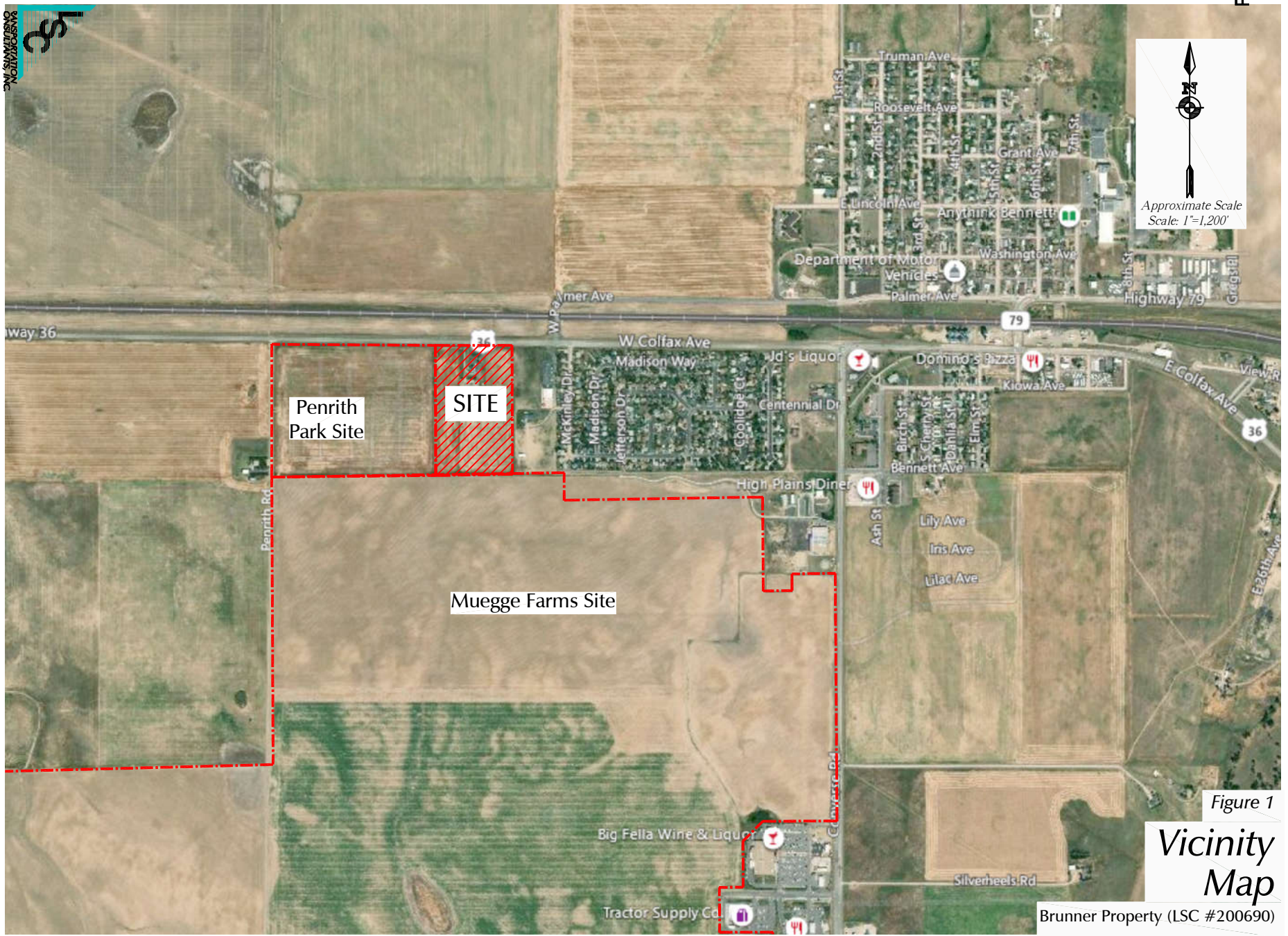
Intersection Location	Traffic Control	Existing Traffic		2025 Background Traffic		2025 Total Traffic		2041 Background Traffic		2041 Total Traffic	
		Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
<u>E. Colfax Avenue (US 36)/Palmer Avenue</u>	TWSC										
EB Left		A	A	A	A	A	A	A	A	A	A
SB Left		B	B	B	B	B	B	C	D	C	D
SB Right		A	A	A	A	A	A	B	B	B	B
Critical Movement Delay (sec/veh)		10.0	10.6	11.2	13.3	11.8	14.4	16.6	33.0	17.0	34.6
<u>E. Colfax Avenue (US 36)/Penrith Park Access</u>	TWSC										
NB Approach		A	B	B	B	B	B	B	C	B	C
WB Left		A	A	A	A	A	A	A	A	A	A
Critical Movement Delay (sec/veh)		9.5	10.0	10.2	12.4	10.3	11.9	13.4	17.1	13.6	18.1
<u>E. Colfax Avenue (US 36)/Bennett Community Center Access</u>	TWSC										
NB Approach		A	A	A	B	B	B	B	B	B	B
WB Left		A	A	A	A	A	A	A	A	A	A
Critical Movement Delay (sec/veh)		9.2	9.5	9.8	10.4	10.2	10.7	12.5	13.9	12.7	14.1
<u>E. Colfax Avenue (US 36)/McKinley Drive</u>	TWSC										
NB Approach		A	A	B	B	B	B	B	B	B	B
WB Left		A	A	A	A	A	A	A	A	A	A
Critical Movement Delay (sec/veh)		9.6	9.8	10.0	10.2	10.4	10.6	12.5	13.4	12.8	13.6
<u>E. Colfax Avenue (US 36)/RIRO Site Access</u>	TWSC										
NB Right		--	--	--	--	A	B	B	B	B	B
Critical Movement Delay (sec/veh)		--	--	--	--	9.4	10.0	10.9	11.5	11.2	11.6

Table 2
ESTIMATED TRAFFIC GENERATION
Brunner Property
Bennett, CO
LSC #200690; May, 2021

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
CURRENTLY PROPOSED LAND USE											
Single-Family Housing ⁽²⁾	87 DU ⁽³⁾	9.44	0.185	0.555	0.624	0.366	821	16	48	55	32

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 10th Edition, 2017.
- (2) ITE Land Use No. 210 - Single-Family Detached Housing
- (3) DU = Dwelling Units



Approximate Scale
Scale: 1"=1,200'

Figure 1

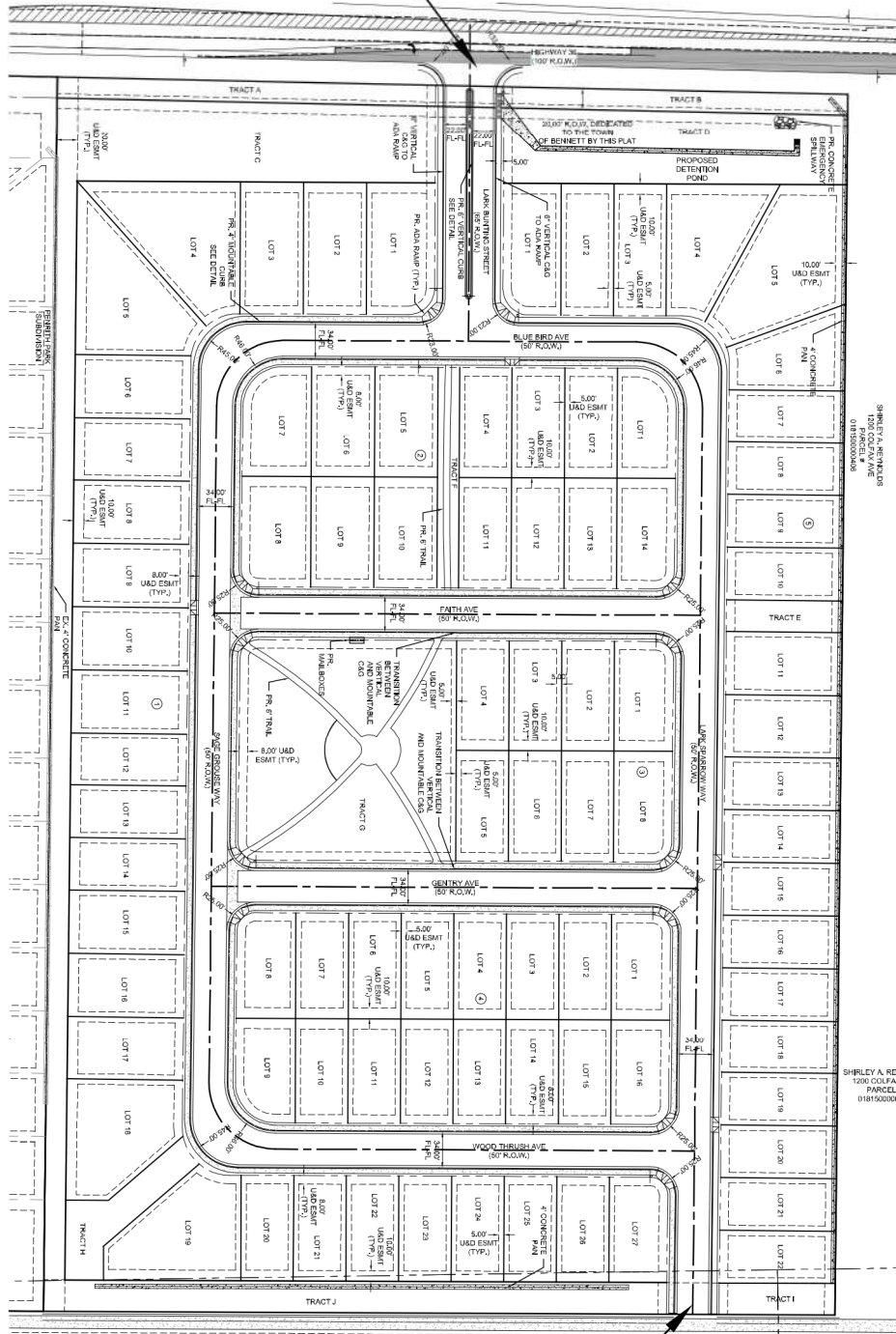
Vicinity Map

Brunner Property (LSC #200690)

Right-in/Right-out Access



Approximate Scale
Scale: NTS

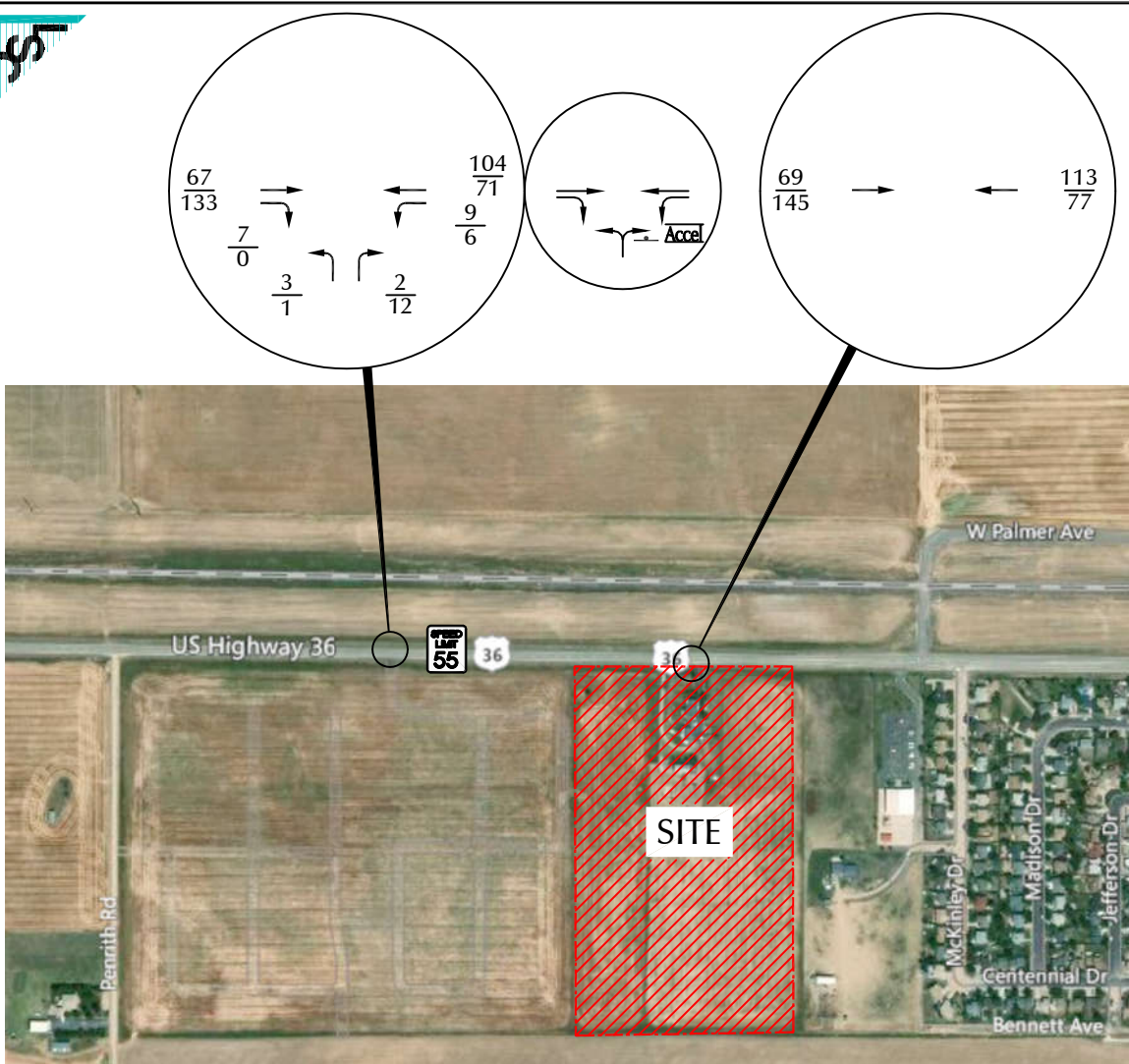


Emergency Access in Interim
Full Movement Cross Access
in Future

Figure 2

Site Plan





LEGEND:


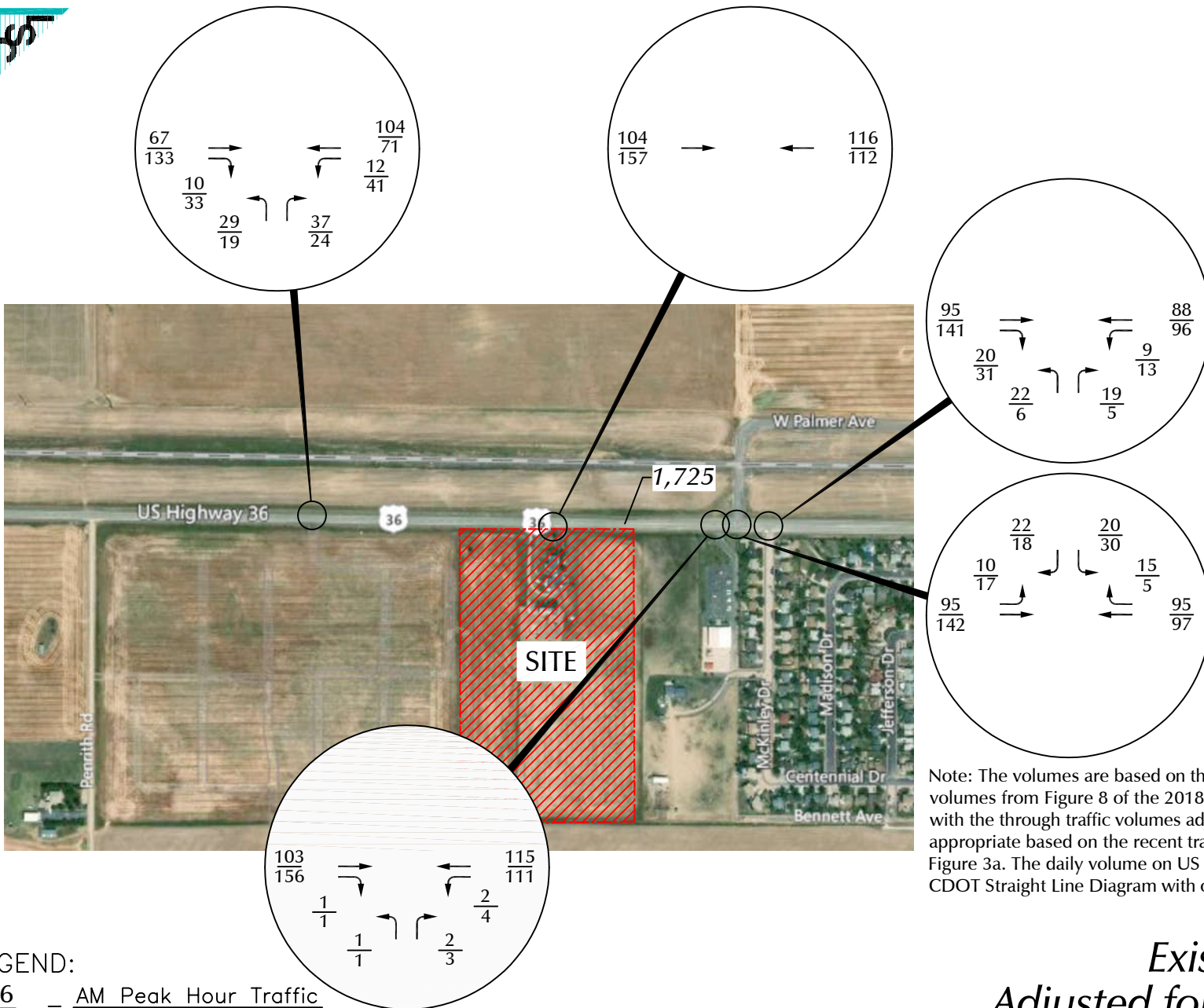
- ⌋ = Stop Sign
-  = Speed Limit
- $\frac{26}{35}$ = $\frac{\text{AM Peak Hour Traffic}}{\text{PM Peak Hour Traffic}}$
- 1,000 = Average Daily Traffic

Figure 3a

Existing April, 2021 Traffic, Lane Geometry and Traffic Control

Brunner Property (LSC #200690)

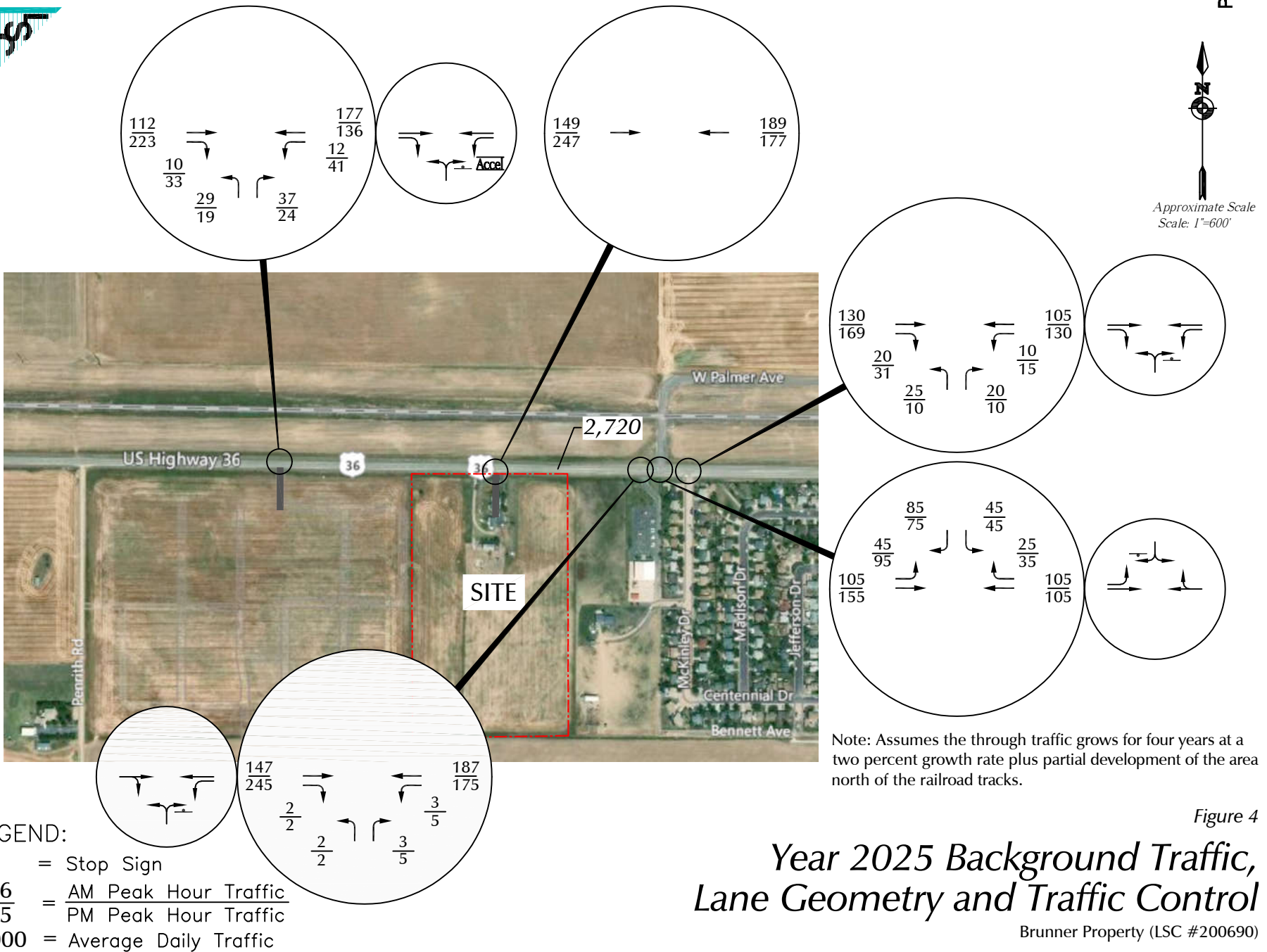


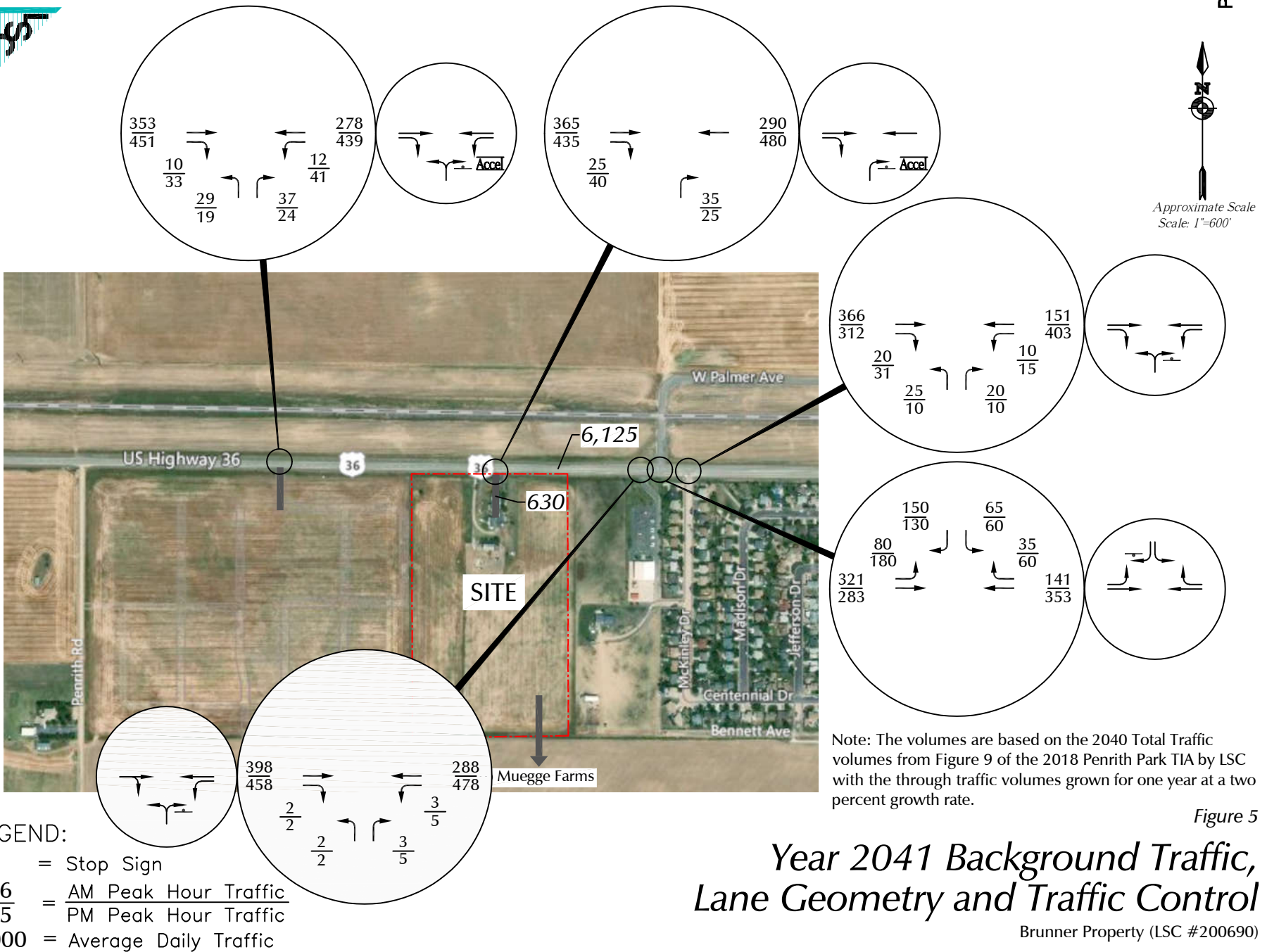
Note: The volumes are based on the 2021 Total Traffic volumes from Figure 8 of the 2018 Penrith Park TIA by LSC with the through traffic volumes adjusted higher where appropriate based on the recent traffic count volumes in Figure 3a. The daily volume on US 36 is from the attached CDOT Straight Line Diagram with one year of growth.

Figure 3b

Existing Traffic Adjusted for Pandemic

Brunner Property (LSC #200690)



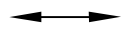




Approximate Scale
Scale: 1"=600'



LEGEND:

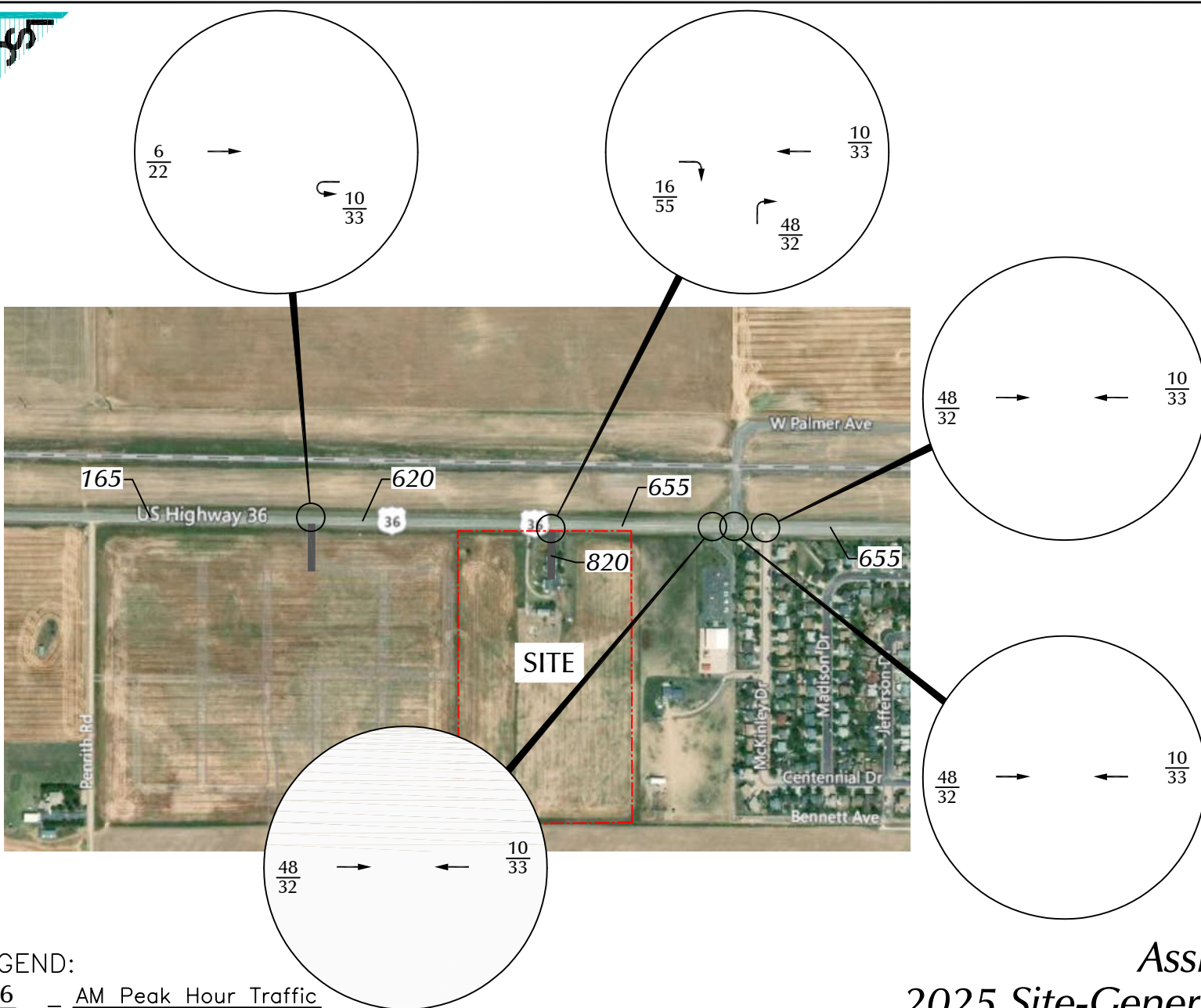


$\frac{5\%}{5\%} = \frac{2025 \text{ Percent Directional Distribution}}{2041 \text{ Percent Directional Distribution}}$

*Directional Distribution
of Site-Generated Traffic*

Brunner Property (LSC #200690)

Figure 6

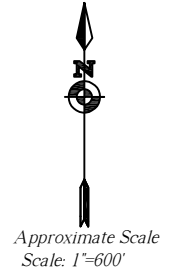


LEGEND:

$\frac{26}{35}$ = AM Peak Hour Traffic
 $\frac{35}{26}$ = PM Peak Hour Traffic
 1,000 = Average Daily Traffic

Figure 7a
**Assignment of
 2025 Site-Generated Traffic**

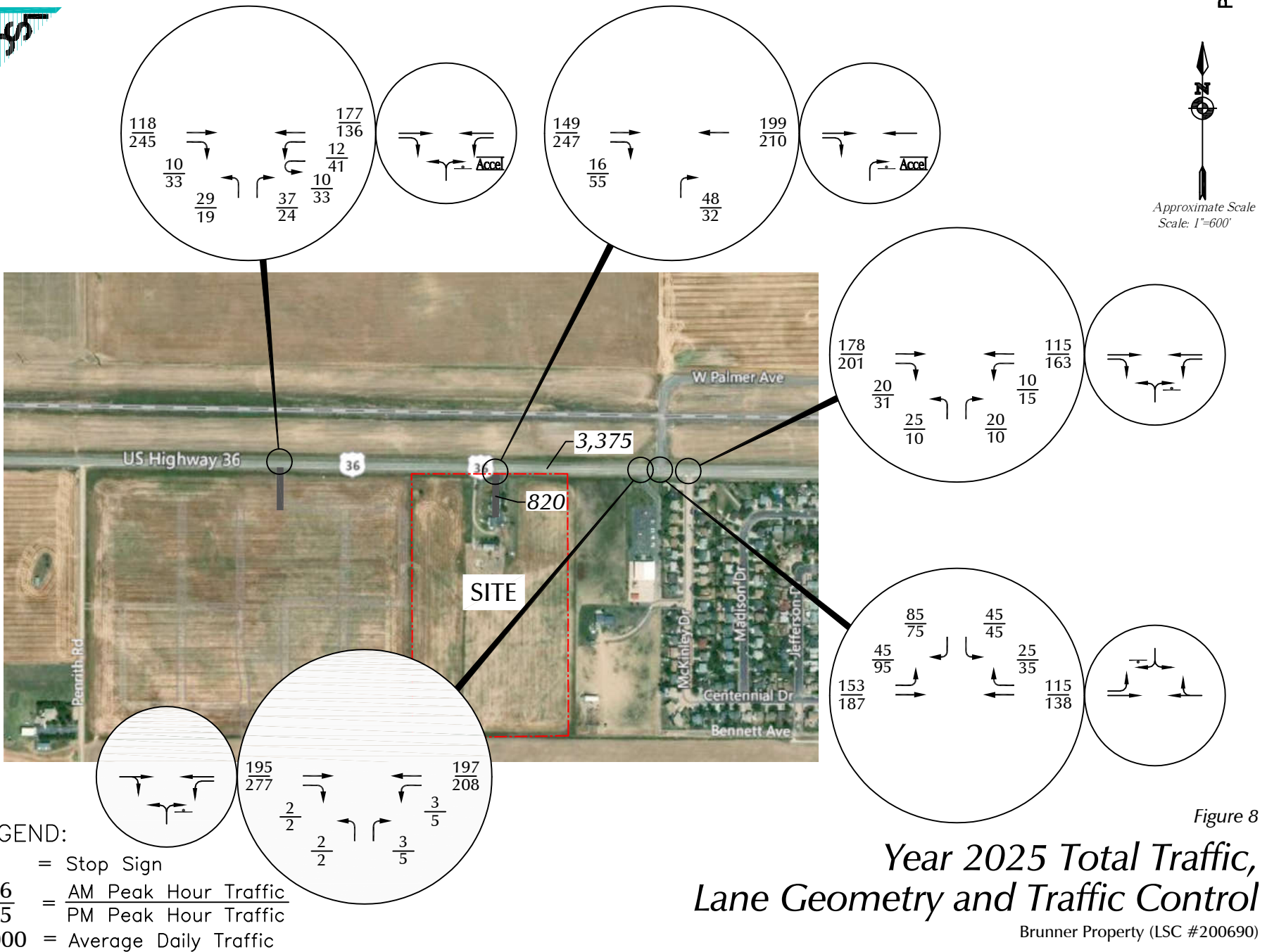
Brunner Property (LSC #200690)

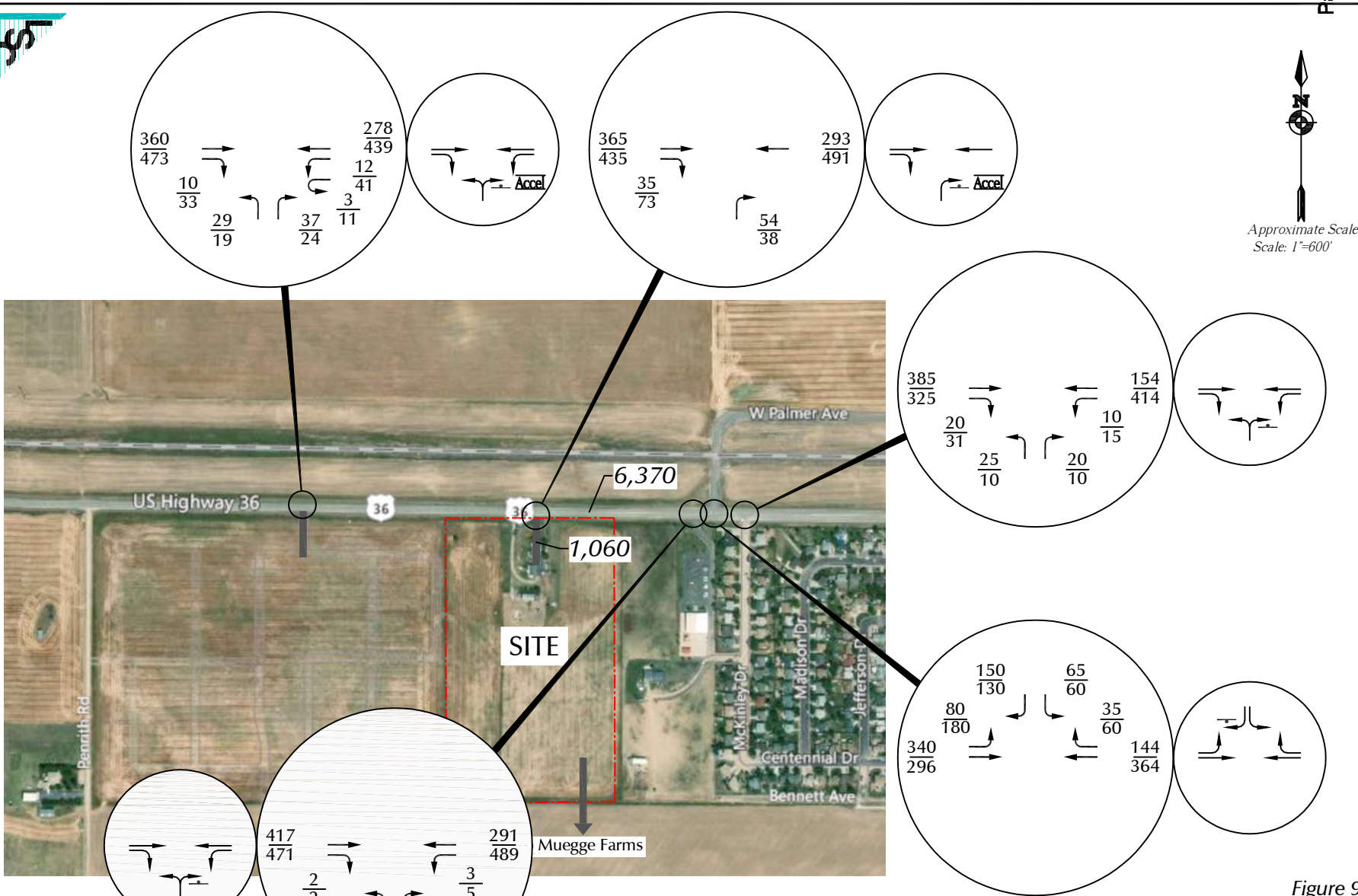


LEGEND:

$\frac{26}{35}$ = AM Peak Hour Traffic
 PM Peak Hour Traffic
 1,000 = Average Daily Traffic

Figure 7b
**Assignment of
 2041 Site-Generated Traffic**
 Brunner Property (LSC #200690)





LEGEND:

- ⊥ = Stop Sign
- $\frac{26}{35}$ = AM Peak Hour Traffic
PM Peak Hour Traffic
- 1,000 = Average Daily Traffic

Figure 9
*Year 2041 Total Traffic,
Lane Geometry and Traffic Control*

Brunner Property (LSC #200690)

COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: ACCES ROAD
E/W STREET: COLFAX AVENUE
CITY: BENNETT
COUNTY: ADAMS

File Name : ACCCOLFAX
Site Code : 00000008
Start Date : 4/13/2021
Page No : 1

Groups Printed- VEHICLES

	Southbound				COLFAX AVENUE Westbound				ACCESS ROAD Northbound				COLFAX AVENUE Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	0	0	0	1	17	0	0	1	0	1	0	0	5	0	0	25
06:45 AM	0	0	0	0	1	20	0	0	0	0	3	0	0	8	0	0	32
Total	0	0	0	0	2	37	0	0	1	0	4	0	0	13	0	0	57
07:00 AM	0	0	0	0	3	23	0	0	1	0	0	0	0	15	1	0	43
07:15 AM	0	0	0	0	1	18	0	0	1	0	1	0	0	21	4	0	46
07:30 AM	0	0	0	0	4	25	0	0	0	0	0	0	0	17	2	0	48
07:45 AM	0	0	0	0	1	38	0	0	1	0	1	0	0	14	0	0	55
Total	0	0	0	0	9	104	0	0	3	0	2	0	0	67	7	0	192
08:00 AM	0	0	0	0	3	25	0	0	0	0	1	0	0	7	1	0	37
08:15 AM	0	0	0	0	1	11	0	0	1	0	1	0	0	11	0	0	25
Total	0	0	0	0	4	36	0	0	1	0	2	0	0	18	1	0	62
04:00 PM	0	0	0	0	0	7	0	0	0	0	2	0	0	29	0	0	38
04:15 PM	0	0	0	0	1	10	0	0	0	0	1	0	0	27	1	0	40
04:30 PM	0	0	0	0	0	19	0	0	1	0	7	0	0	33	0	0	60
04:45 PM	0	0	0	0	4	18	0	0	0	0	2	0	0	28	0	0	52
Total	0	0	0	0	5	54	0	0	1	0	12	0	0	117	1	0	190
05:00 PM	0	0	0	0	0	15	0	0	0	0	2	0	0	39	0	0	56
05:15 PM	0	0	0	0	2	19	0	0	0	0	1	0	0	33	0	0	55
05:30 PM	0	0	0	0	1	12	0	0	0	0	1	0	0	30	0	0	44
05:45 PM	0	0	0	0	1	8	0	0	0	0	0	0	0	22	0	0	31
Total	0	0	0	0	4	54	0	0	0	0	4	0	0	124	0	0	186
Grand Total	0	0	0	0	24	285	0	0	6	0	24	0	0	339	9	0	687
Apprch %	0.0	0.0	0.0	0.0	7.8	92.2	0.0	0.0	20.0	0.0	80.0	0.0	0.0	97.4	2.6	0.0	
Total %	0.0	0.0	0.0	0.0	3.5	41.5	0.0	0.0	0.9	0.0	3.5	0.0	0.0	49.3	1.3	0.0	

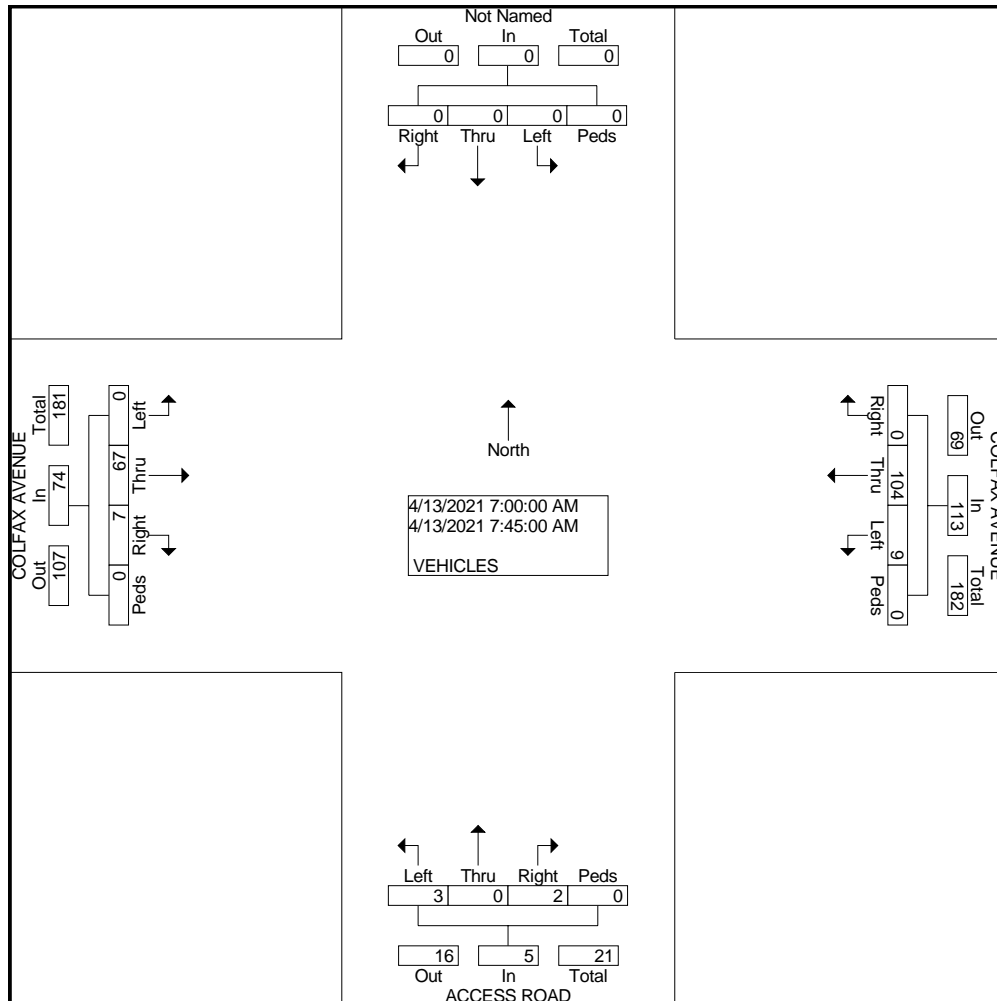
COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: ACCES ROAD
E/W STREET: COLFAX AVENUE
CITY: BENNETT
COUNTY: ADAMS

File Name : ACCCOLFAX
Site Code : 00000008
Start Date : 4/13/2021
Page No : 2

	Southbound					COLFAX AVENUE Westbound					ACCESS ROAD Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 06:30 AM to 08:15 AM - Peak 1 of 1																					
Intersection	07:00 AM																				
Volume	0	0	0	0	0	9	104	0	0	113	3	0	2	0	5	0	67	7	0	74	192
Percent	0.0	0.0	0.0	0.0		8.0	92.0	0.0	0.0		60.0	0.0	40.0	0.0		0.0	90.5	9.5	0.0		
07:45																					
Volume	0	0	0	0	0	1	38	0	0	39	1	0	1	0	2	0	14	0	0	14	55
Peak Factor	0.873																				
High Int.																					
Volume	6:15:00 AM					07:45 AM					07:15 AM					07:15 AM					
Peak Factor	0	0	0	0	0	1	38	0	0	39	1	0	1	0	2	0	21	4	0	25	
						0.72					0.62					0.74					
						4					5					0					



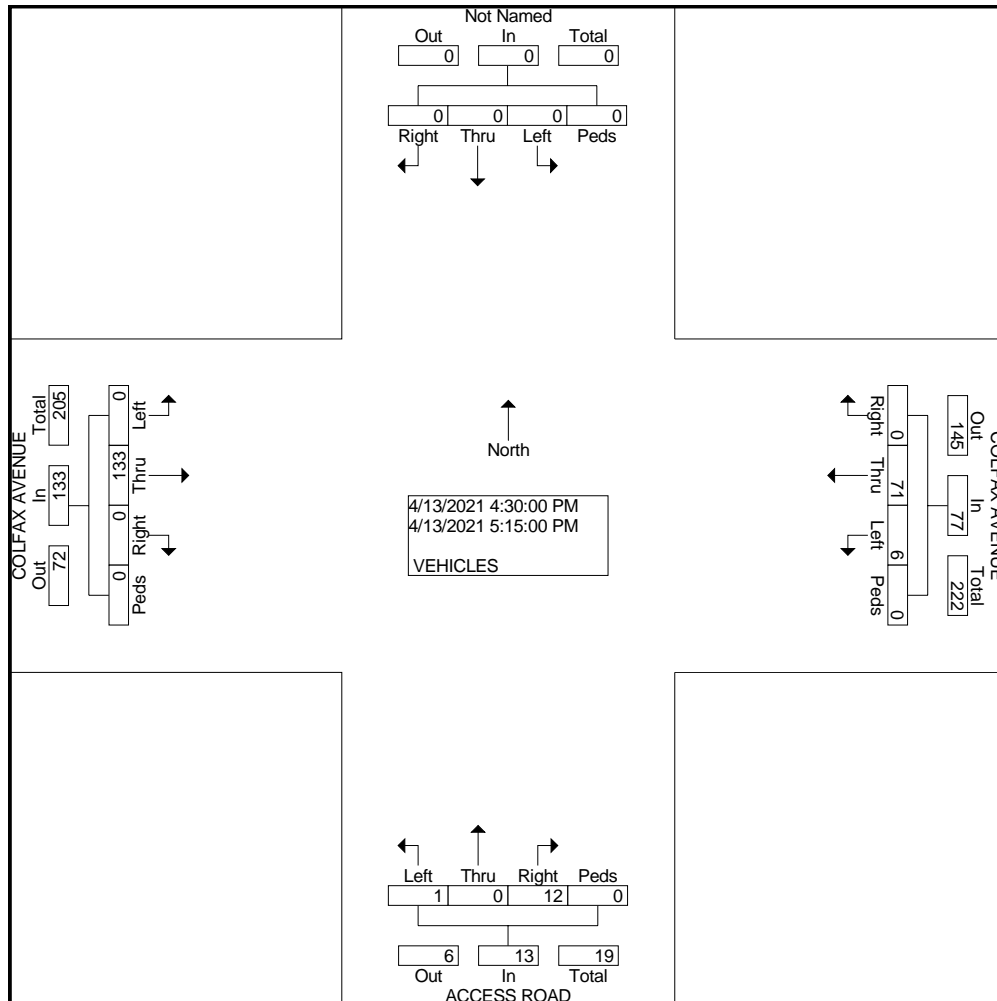
COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

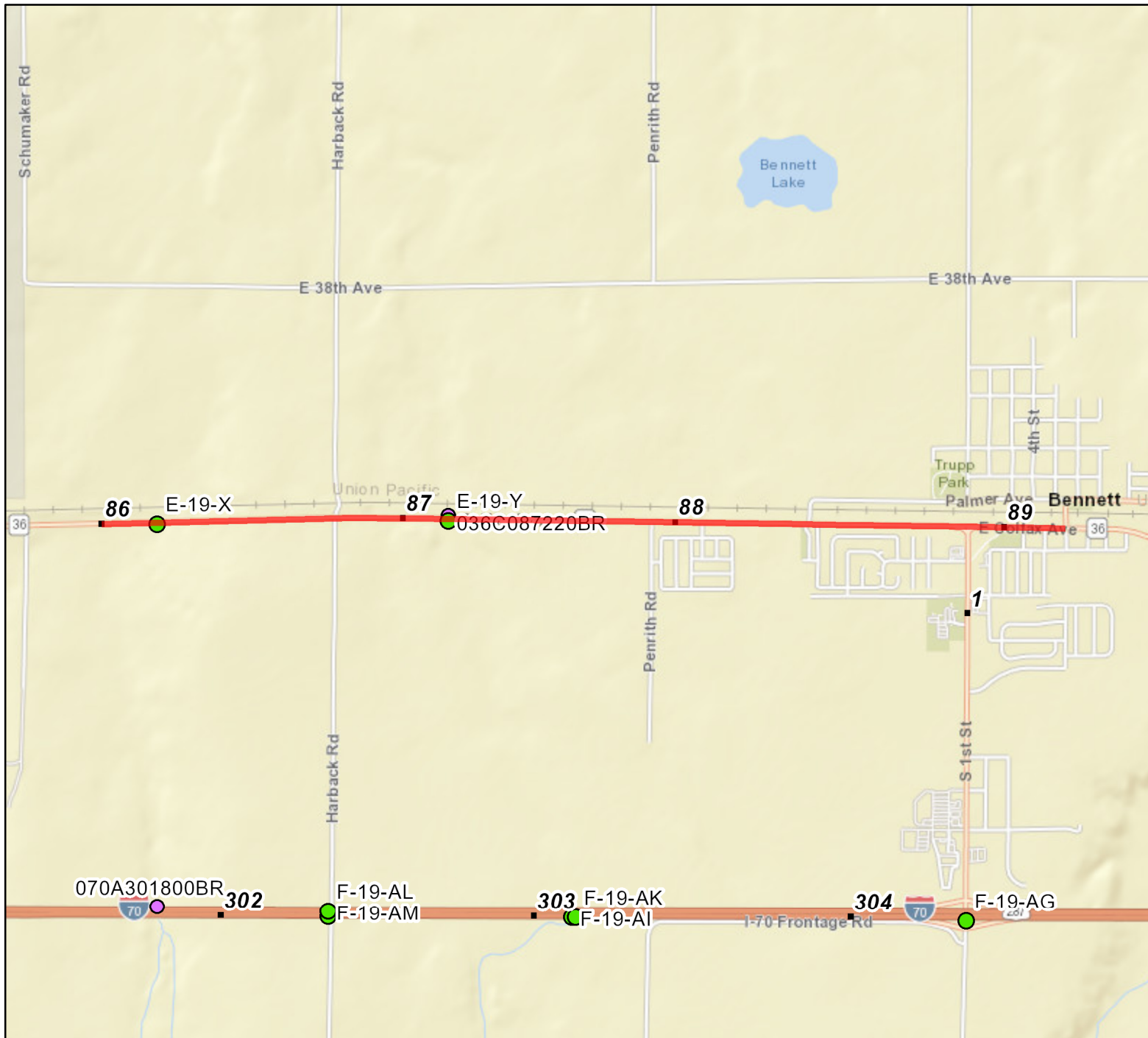
N/S STREET: ACCES ROAD
E/W STREET: COLFAX AVENUE
CITY: BENNETT
COUNTY: ADAMS

File Name : ACCCOLFAX
Site Code : 00000008
Start Date : 4/13/2021
Page No : 2

	Southbound					COLFAX AVENUE Westbound					ACCESS ROAD Northbound					COLFAX AVENUE Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1	04:30 PM																				
Intersection	04:30 PM																				
Volume	0	0	0	0	0	6	71	0	0	77	1	0	12	0	13	0	133	0	0	133	223
Percent	0.0	0.0	0.0	0.0		7.8	92.2	0.0	0.0		7.7	0.0	92.3	0.0		0.0	100.0	0.0	0.0		
04:30 Volume	0	0	0	0	0	0	19	0	0	19	1	0	7	0	8	0	33	0	0	33	60
Peak Factor																					0.929
High Int.						04:45 PM					04:30 PM					05:00 PM					
Volume	0	0	0	0	0	4	18	0	0	22	1	0	7	0	8	0	39	0	0	39	
Peak Factor										0.87					0.40					0.85	
										5					6					3	



Route 036C From 86 to 90



Legend

Route

Milepoint

Structures

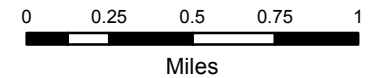
Major Structure

Minor Structure

Created:

Date: 4/21/2021

Time: 7:09:36 AM



The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".

Route 036C
From 86 To 90

- Overpass

- Underpass

- Structures

E-19-X

E-19-Y

Co Rd 31n

Co Rd 32n

Palmer South
Mckinnley Dr

1st St

Cherry St

Elm St

CLASSIFICATION

Access Control

R-B: Rural Highway

NR-B: Non-Rural Arterial

SAFETY

Primary Speed Limit

55

45

35

TRAFFIC

AADT

1700

5100

DHV

11.0

Off Peak Truck Percentage

5.90

9.80

Peak Truck Percentage

0.47

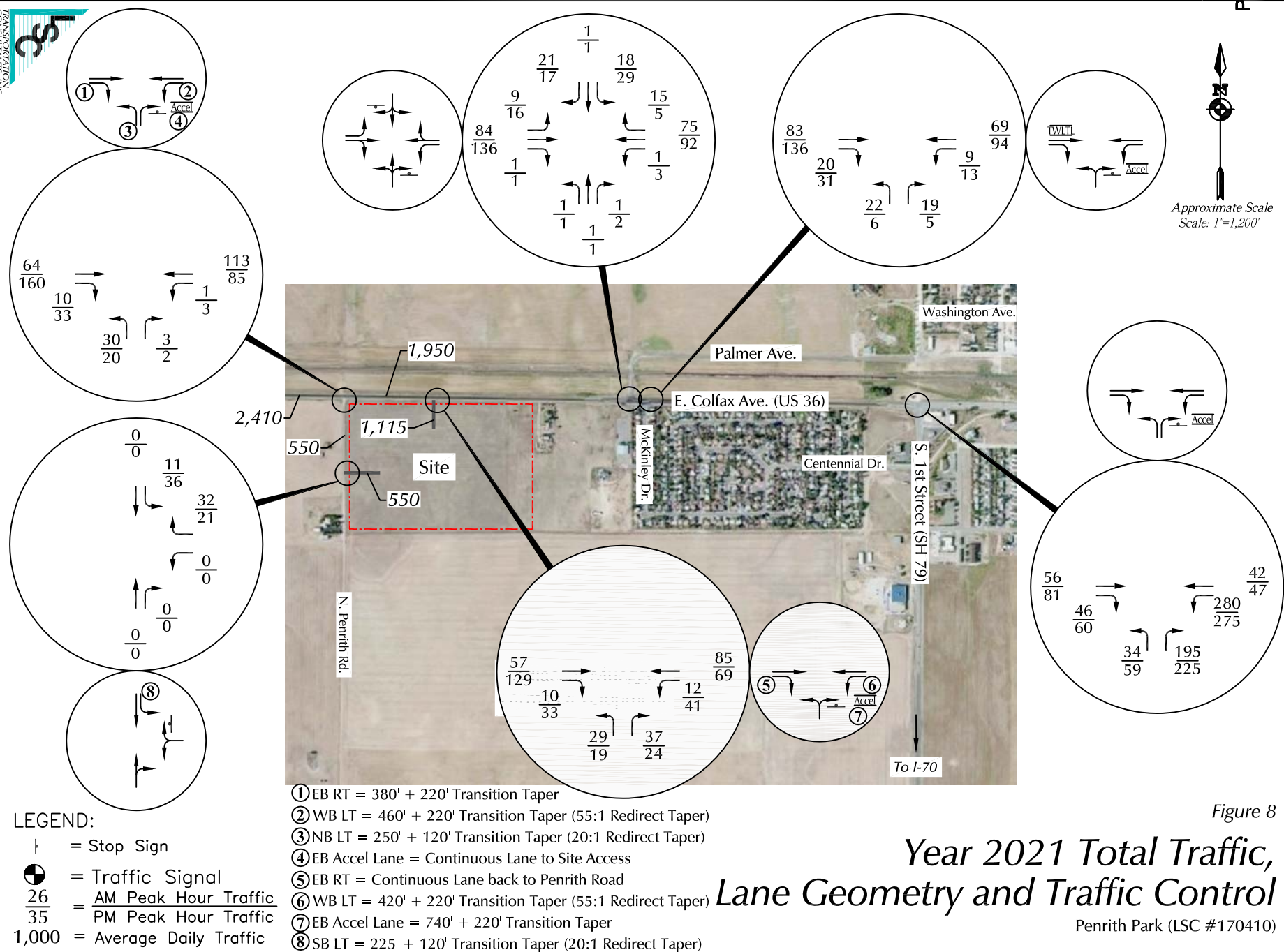
0.90

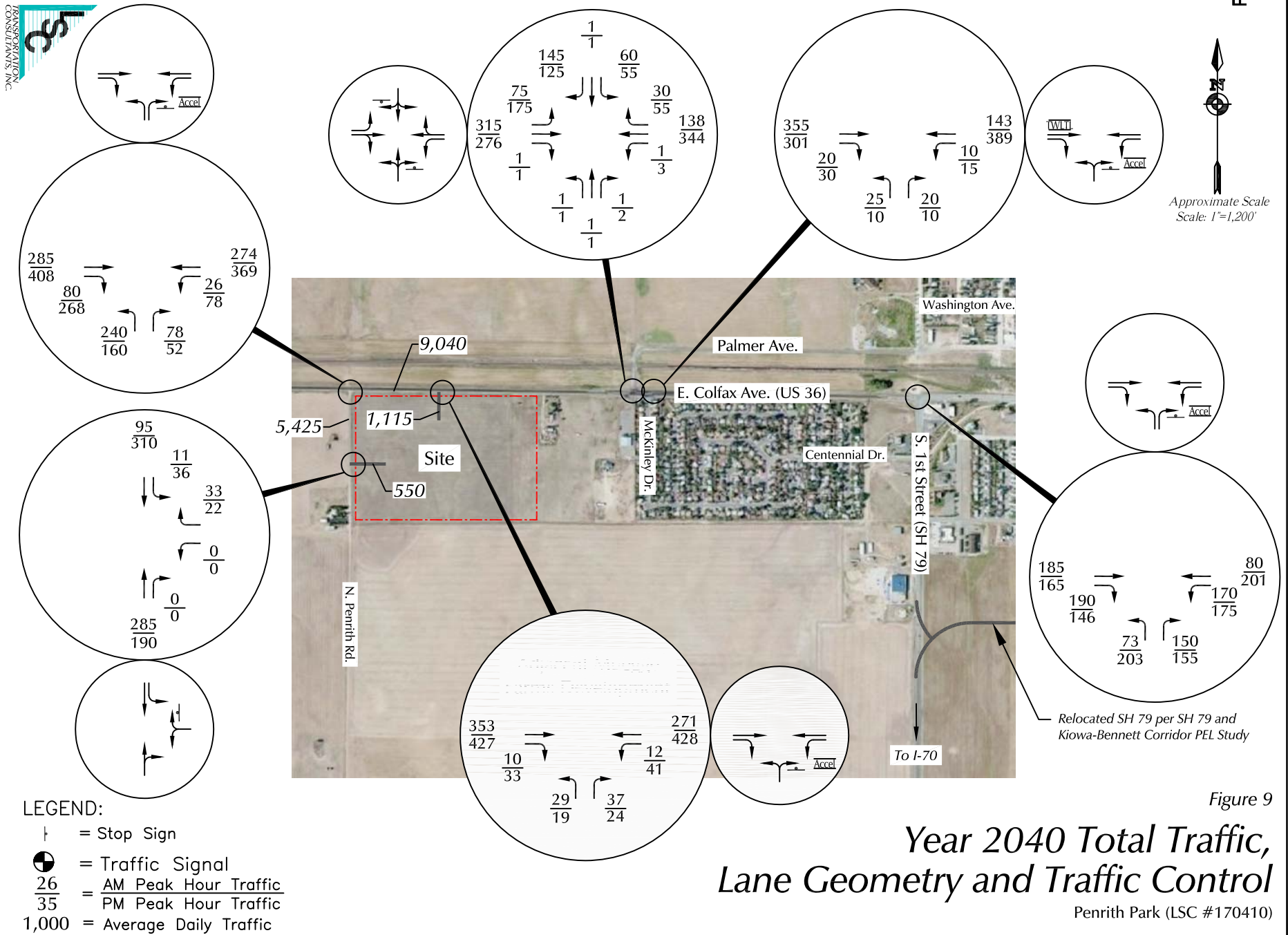
Year 20 Factor

1.35

1.54

It may appear that information is missing from the straight line diagram. If so, reduce the number of miles/page and re-submit the request.





LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition







UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

Applicable to Two-Way Stop Control, All-Way Stop Control, and Roundabouts

LOS	Average Vehicle Control Delay	Operational Characteristics
A	<10 seconds	Normally, vehicles on the stop-controlled approach only have to wait up to 10 seconds before being able to clear the intersection. Left-turning vehicles on the uncontrolled street do not have to wait to make their turn.
B	10 to 15 seconds	Vehicles on the stop-controlled approach will experience delays before being able to clear the intersection. <u>The delay could be up to 15 seconds.</u> Left-turning vehicles on the uncontrolled street may have to wait to make their turn.
C	15 to 25 seconds	Vehicles on the stop-controlled approach can expect delays in the range of 15 to 25 seconds before clearing the intersection. Motorists may begin to take chances due to the long delays, thereby posing a safety risk to through traffic. <u>Left-turning vehicles on the uncontrolled street will now be required to wait to make their turn causing a queue to be created in the turn lane.</u>
D	25 to 35 seconds	<u>This is the point at which a traffic signal may be warranted for this intersection.</u> The delays for the stop-controlled intersection are not considered to be excessive. The length of the queue may begin to block other public and private access points.
E	35 to 50 seconds	The delays for all critical traffic movements are considered to be unacceptable. The length of the queues for the stop-controlled approaches as well as the left-turn movements are extremely long. <u>There is a high probability that this intersection will meet traffic signal warrants.</u> The ability to install a traffic signal is affected by the location of other existing traffic signals. Consideration may be given to restricting the accesses by eliminating the left-turn movements from and to the stop-controlled approach.
F	>50 seconds	The delay for the critical traffic movements are probably in excess of 100 seconds. The length of the queues are extremely long. Motorists are selecting alternative routes due to the long delays. <u>The only remedy for these long delays is installing a traffic signal or restricting the accesses.</u> The potential for accidents at this intersection are extremely high due to motorist taking more risky chances. If the median permits, motorists begin making two-stage left-turns.

HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

Existing
AM Peak

Intersection						
Int Delay, s/veh	1.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	95	95	15	20	22
Future Vol, veh/h	10	95	95	15	20	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	108	108	17	23	25
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	125	0	-	0	238	108
Stage 1	-	-	-	-	108	-
Stage 2	-	-	-	-	130	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1462	-	-	-	750	946
Stage 1	-	-	-	-	916	-
Stage 2	-	-	-	-	896	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1462	-	-	-	744	946
Mov Cap-2 Maneuver	-	-	-	-	744	-
Stage 1	-	-	-	-	909	-
Stage 2	-	-	-	-	896	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.7	0		9.4		
HCM LOS	A					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1462	-	-	-	744	946
HCM Lane V/C Ratio	0.008	-	-	-	0.031	0.026
HCM Control Delay (s)	7.5	-	-	-	10	8.9
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1	0.1

HCM 6th TWSC 3: Penrith Park Access & E. Colfax Avenue (US 36)

Existing
AM Peak

Intersection						
Int Delay, s/veh	2.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	67	10	12	104	29	37
Future Vol, veh/h	67	10	12	104	29	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	76	11	14	118	33	42
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	87	0	222	76
Stage 1	-	-	-	-	76	-
Stage 2	-	-	-	-	146	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1509	-	766	985
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	881	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1509	-	759	985
Mov Cap-2 Maneuver	-	-	-	-	759	-
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	873	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.8		9.5	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	871	-	-	1509	-	
HCM Lane V/C Ratio	0.086	-	-	0.009	-	
HCM Control Delay (s)	9.5	-	-	7.4	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	0.3	-	-	0	-	

HCM 6th TWSC
8: Bennett Community Center Access & E. Colfax Avenue (US 36)

Existing
AM Peak

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	103	1	2	115	1	2
Future Vol, veh/h	103	1	2	115	1	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	117	1	2	131	1	2
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	118	0	252	117
Stage 1	-	-	-	-	117	-
Stage 2	-	-	-	-	135	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1470	-	737	935
Stage 1	-	-	-	-	908	-
Stage 2	-	-	-	-	891	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1470	-	736	935
Mov Cap-2 Maneuver	-	-	-	-	736	-
Stage 1	-	-	-	-	908	-
Stage 2	-	-	-	-	890	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.1		9.2	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	858	-	-	1470	-	
HCM Lane V/C Ratio	0.004	-	-	0.002	-	
HCM Control Delay (s)	9.2	-	-	7.5	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	0	-	-	0	-	

HCM 6th TWSC
9: McKinley Drive & E. Colfax Avenue (US 36)

Existing
AM Peak

Intersection

Int Delay, s/veh 1.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	95	20	9	88	22	19
Future Vol, veh/h	95	20	9	88	22	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	108	23	10	100	25	22







Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	131
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1454
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1454
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	9.6
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	833	-	-	1454	-
HCM Lane V/C Ratio	0.056	-	-	0.007	-
HCM Control Delay (s)	9.6	-	-	7.5	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

Existing
PM Peak

Intersection						
Int Delay, s/veh	2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	142	97	5	30	18
Future Vol, veh/h	17	142	97	5	30	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	19	161	110	6	34	20
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	116	0	-	0	309	110
Stage 1	-	-	-	-	110	-
Stage 2	-	-	-	-	199	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1473	-	-	-	683	943
Stage 1	-	-	-	-	915	-
Stage 2	-	-	-	-	835	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1473	-	-	-	674	943
Mov Cap-2 Maneuver	-	-	-	-	674	-
Stage 1	-	-	-	-	903	-
Stage 2	-	-	-	-	835	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.8	0		10		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1473	-	-	-	674	943
HCM Lane V/C Ratio	0.013	-	-	-	0.051	0.022
HCM Control Delay (s)	7.5	-	-	-	10.6	8.9
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2	0.1

HCM 6th TWSC
3: Penrith Park access & E. Colfax Avenue (US 36)

Existing
PM Peak

Intersection						
Int Delay, s/veh	2.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	133	33	41	71	19	24
Future Vol, veh/h	133	33	41	71	19	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	151	38	47	81	22	27
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	189	0	326	151
Stage 1	-	-	-	-	151	-
Stage 2	-	-	-	-	175	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1385	-	668	895
Stage 1	-	-	-	-	877	-
Stage 2	-	-	-	-	855	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1385	-	645	895
Mov Cap-2 Maneuver	-	-	-	-	645	-
Stage 1	-	-	-	-	877	-
Stage 2	-	-	-	-	826	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		2.8		10	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	764	-	-	1385	-	
HCM Lane V/C Ratio	0.064	-	-	0.034	-	
HCM Control Delay (s)	10	-	-	7.7	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-	

Intersection

Int Delay, s/veh 0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	156	1	4	111	1	3
Future Vol, veh/h	156	1	4	111	1	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	177	1	5	126	1	3







Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	178
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1398
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1398
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.3	9.5
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	810	-	-	1398	-
HCM Lane V/C Ratio	0.006	-	-	0.003	-
HCM Control Delay (s)	9.5	-	-	7.6	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

HCM 6th TWSC
9: McKinley Drive & E. Colfax Avenue (US 36)

Existing
PM Peak







Intersection						
Int Delay, s/veh	0.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	141	31	13	96	6	5
Future Vol, veh/h	141	31	13	96	6	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	160	35	15	109	7	6
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	195	0	299	160
Stage 1	-	-	-	-	160	-
Stage 2	-	-	-	-	139	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1378	-	692	885
Stage 1	-	-	-	-	869	-
Stage 2	-	-	-	-	888	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1378	-	684	885
Mov Cap-2 Maneuver	-	-	-	-	684	-
Stage 1	-	-	-	-	869	-
Stage 2	-	-	-	-	878	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.9		9.8	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	763	-	-	1378	-	
HCM Lane V/C Ratio	0.016	-	-	0.011	-	
HCM Control Delay (s)	9.8	-	-	7.6	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

2025 Background
AM Peak

Intersection

Int Delay, s/veh 4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	45	105	105	25	45	85
Future Vol, veh/h	45	105	105	25	45	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	119	119	28	51	97

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	147	0	0 340 119
Stage 1	-	-	- 119 -
Stage 2	-	-	- 221 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1435	-	- 656 933
Stage 1	-	-	- 906 -
Stage 2	-	-	- 816 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1435	-	- 632 933
Mov Cap-2 Maneuver	-	-	- 632 -
Stage 1	-	-	- 873 -
Stage 2	-	-	- 816 -

Approach	EB	WB	SB
HCM Control Delay, s	2.3	0	10
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1435	-	-	-	632	933
HCM Lane V/C Ratio	0.036	-	-	-	0.081	0.104
HCM Control Delay (s)	7.6	-	-	-	11.2	9.3
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3	0.3

Intersection						
Int Delay, s/veh	2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↖	↑	↘↗	
Traffic Vol, veh/h	112	10	12	177	29	37
Future Vol, veh/h	112	10	12	177	29	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	127	11	14	201	33	42
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	138	0	356	127
Stage 1	-	-	-	-	127	-
Stage 2	-	-	-	-	229	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1446	-	642	923
Stage 1	-	-	-	-	899	-
Stage 2	-	-	-	-	809	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1446	-	636	923
Mov Cap-2 Maneuver	-	-	-	-	636	-
Stage 1	-	-	-	-	899	-
Stage 2	-	-	-	-	801	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.5		10.2	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	770	-	-	1446	-	
HCM Lane V/C Ratio	0.097	-	-	0.009	-	
HCM Control Delay (s)	10.2	-	-	7.5	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.3	-	-	0	-	

Intersection

Int Delay, s/veh 0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	147	2	3	187	2	3
Future Vol, veh/h	147	2	3	187	2	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	167	2	3	213	2	3

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	169
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1409
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1409
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	9.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	750	-	-	1409	-
HCM Lane V/C Ratio	0.008	-	-	0.002	-
HCM Control Delay (s)	9.8	-	-	7.6	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection

Int Delay, s/veh 1.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	130	20	10	105	25	20
Future Vol, veh/h	130	20	10	105	25	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	148	23	11	119	28	23

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	171
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1406
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1406
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	10
HCM LOS			B







Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	774	-	-	1406	-
HCM Lane V/C Ratio	0.066	-	-	0.008	-
HCM Control Delay (s)	10	-	-	7.6	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

2025 Background
PM Peak

Intersection

Int Delay, s/veh 3.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	95	155	105	35	45	75
Future Vol, veh/h	95	155	105	35	45	75
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	108	176	119	40	51	85

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	159	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1420	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1420	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	2.9	0	10.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1420	-	-	-	483	933
HCM Lane V/C Ratio	0.076	-	-	-	0.106	0.091
HCM Control Delay (s)	7.7	-	-	-	13.3	9.2
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0.2	-	-	-	0.4	0.3

HCM 6th TWSC
3: Penrith Park access & E. Colfax Avenue (US 36)

2025 Background
PM Peak

Intersection						
Int Delay, s/veh	1.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	223	33	41	136	19	24
Future Vol, veh/h	223	33	41	136	19	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	Free
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	253	38	47	155	22	27
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	291	0	502	-
Stage 1	-	-	-	-	253	-
Stage 2	-	-	-	-	249	-
Critical Hdwy	-	-	4.12	-	6.42	-
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	-
Pot Cap-1 Maneuver	-	-	1271	-	529	0
Stage 1	-	-	-	-	789	0
Stage 2	-	-	-	-	792	0
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1271	-	509	-
Mov Cap-2 Maneuver	-	-	-	-	509	-
Stage 1	-	-	-	-	789	-
Stage 2	-	-	-	-	763	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		1.8		12.4	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	509	-	-	1271	-	
HCM Lane V/C Ratio	0.042	-	-	0.037	-	
HCM Control Delay (s)	12.4	-	-	7.9	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-	

Intersection

Int Delay, s/veh 0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	245	2	5	175	2	5
Future Vol, veh/h	245	2	5	175	2	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	278	2	6	199	2	6

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	280
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1283
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1283
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	10.4
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	679	-	-	1283	-
HCM Lane V/C Ratio	0.012	-	-	0.004	-
HCM Control Delay (s)	10.4	-	-	7.8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection

Int Delay, s/veh 0.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↖	↑	↘	↙
Traffic Vol, veh/h	169	31	15	130	10	10
Future Vol, veh/h	169	31	15	130	10	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	192	35	17	148	11	11







Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	227
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1341
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1341
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.8	10.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	716	-	-	1341	-
HCM Lane V/C Ratio	0.032	-	-	0.013	-
HCM Control Delay (s)	10.2	-	-	7.7	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

2025 Total
AM Peak

Intersection						
Int Delay, s/veh	3.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	45	153	115	25	45	85
Future Vol, veh/h	45	153	115	25	45	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	174	131	28	51	97
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	159	0	-	0	407	131
Stage 1	-	-	-	-	131	-
Stage 2	-	-	-	-	276	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1420	-	-	-	600	919
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	771	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1420	-	-	-	578	919
Mov Cap-2 Maneuver	-	-	-	-	578	-
Stage 1	-	-	-	-	863	-
Stage 2	-	-	-	-	771	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.7	0		10.2		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1420	-	-	-	578	919
HCM Lane V/C Ratio	0.036	-	-	-	0.088	0.105
HCM Control Delay (s)	7.6	-	-	-	11.8	9.4
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3	0.4

HCM 6th TWSC
3: Penrith Park Access & E. Colfax Avenue (US 36)

2025 Total
AM Peak

Intersection						
Int Delay, s/veh	2.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	118	10	22	177	29	37
Future Vol, veh/h	118	10	22	177	29	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	134	11	25	201	33	42
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	145	0	385	134
Stage 1	-	-	-	-	134	-
Stage 2	-	-	-	-	251	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1437	-	618	915
Stage 1	-	-	-	-	892	-
Stage 2	-	-	-	-	791	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1437	-	607	915
Mov Cap-2 Maneuver	-	-	-	-	607	-
Stage 1	-	-	-	-	892	-
Stage 2	-	-	-	-	778	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.8		10.3	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	748	-	-	1437	-	
HCM Lane V/C Ratio	0.1	-	-	0.017	-	
HCM Control Delay (s)	10.3	-	-	7.5	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.3	-	-	0.1	-	

Intersection

Int Delay, s/veh 0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	195	2	3	197	2	3
Future Vol, veh/h	195	2	3	197	2	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	222	2	3	224	2	3

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	224
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1345
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1345
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	10.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	693	-	-	1345	-
HCM Lane V/C Ratio	0.008	-	-	0.003	-
HCM Control Delay (s)	10.2	-	-	7.7	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

HCM 6th TWSC
9: McKinley Drive & E. Colfax Avenue (US 36)

2025 Total
AM Peak

Intersection

Int Delay, s/veh 1.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	178	20	10	115	25	20
Future Vol, veh/h	178	20	10	115	25	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	202	23	11	131	28	23

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	225
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1344
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1344
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.6	10.4
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	714	-	-	1344	-
HCM Lane V/C Ratio	0.072	-	-	0.008	-
HCM Control Delay (s)	10.4	-	-	7.7	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-







HCM 6th TWSC
15: RIRO Site Access & E. Colfax Avenue (US 36)

2025 Total
AM Peak

Intersection						
Int Delay, s/veh	1.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↑		↗
Traffic Vol, veh/h	149	16	0	199	0	48
Future Vol, veh/h	149	16	0	199	0	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	169	18	0	226	0	55
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	169
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	875
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	875
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		9.4	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	875	-	-	-		
HCM Lane V/C Ratio	0.062	-	-	-		
HCM Control Delay (s)	9.4	-	-	-		
HCM Lane LOS	A	-	-	-		
HCM 95th %tile Q(veh)	0.2	-	-	-		

HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

2025 Total
PM Peak

Intersection						
Int Delay, s/veh	3.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	95	187	138	35	45	75
Future Vol, veh/h	95	187	138	35	45	75
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	108	213	157	40	51	85

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	197	0	586
Stage 1	-	-	157
Stage 2	-	-	429
Critical Hdwy	4.12	-	6.42
Critical Hdwy Stg 1	-	-	5.42
Critical Hdwy Stg 2	-	-	5.42
Follow-up Hdwy	2.218	-	3.518
Pot Cap-1 Maneuver	1376	-	473
Stage 1	-	-	871
Stage 2	-	-	657
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1376	-	436
Mov Cap-2 Maneuver	-	-	436
Stage 1	-	-	803
Stage 2	-	-	657

Approach	EB	WB	SB
HCM Control Delay, s	2.6	0	11.3
HCM LOS	B		

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1376	-	-	-	436	889
HCM Lane V/C Ratio	0.078	-	-	-	0.117	0.096
HCM Control Delay (s)	7.8	-	-	-	14.4	9.5
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0.3	-	-	-	0.4	0.3

HCM 6th TWSC
3: Penrith Park access & E. Colfax Avenue (US 36)

2025 Total
PM Peak

Intersection						
Int Delay, s/veh	2.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	245	33	74	136	19	24
Future Vol, veh/h	245	33	74	136	19	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	278	38	84	155	22	27
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	316	0	601	278
Stage 1	-	-	-	-	278	-
Stage 2	-	-	-	-	323	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1244	-	463	761
Stage 1	-	-	-	-	769	-
Stage 2	-	-	-	-	734	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1244	-	432	761
Mov Cap-2 Maneuver	-	-	-	-	432	-
Stage 1	-	-	-	-	769	-
Stage 2	-	-	-	-	684	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		2.9		11.9	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	569	-	-	1244	-	
HCM Lane V/C Ratio	0.086	-	-	0.068	-	
HCM Control Delay (s)	11.9	-	-	8.1	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.3	-	-	0.2	-	

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↖	↑	↘↗	
Traffic Vol, veh/h	277	2	5	208	2	5
Future Vol, veh/h	277	2	5	208	2	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	315	2	6	236	2	6
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	317	0	563	315
Stage 1	-	-	-	-	315	-
Stage 2	-	-	-	-	248	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1243	-	487	725
Stage 1	-	-	-	-	740	-
Stage 2	-	-	-	-	793	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1243	-	485	725
Mov Cap-2 Maneuver	-	-	-	-	485	-
Stage 1	-	-	-	-	740	-
Stage 2	-	-	-	-	789	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.2		10.7	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	635	-	-	1243	-	
HCM Lane V/C Ratio	0.013	-	-	0.005	-	
HCM Control Delay (s)	10.7	-	-	7.9	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0	-	-	0	-	

HCM 6th TWSC
9: McKinley Drive & E. Colfax Avenue (US 36)

2025 Total
PM Peak

Intersection						
Int Delay, s/veh	0.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	201	31	15	163	10	10
Future Vol, veh/h	201	31	15	163	10	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	228	35	17	185	11	11
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	263	0	447	228
Stage 1	-	-	-	-	228	-
Stage 2	-	-	-	-	219	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1301	-	569	811
Stage 1	-	-	-	-	810	-
Stage 2	-	-	-	-	817	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1301	-	562	811
Mov Cap-2 Maneuver	-	-	-	-	562	-
Stage 1	-	-	-	-	810	-
Stage 2	-	-	-	-	806	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.7		10.6	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	664	-	-	1301	-	
HCM Lane V/C Ratio	0.034	-	-	0.013	-	
HCM Control Delay (s)	10.6	-	-	7.8	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	







HCM 6th TWSC
15: RIRO Site Access & E. Colfax Avenue (US 36)

2025 Total
PM Peak

Intersection						
Int Delay, s/veh	0.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↑		↗
Traffic Vol, veh/h	247	55	0	210	0	32
Future Vol, veh/h	247	55	0	210	0	32
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	281	63	0	239	0	36
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	281
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	758
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	758
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		10	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	758	-	-	-		
HCM Lane V/C Ratio	0.048	-	-	-		
HCM Control Delay (s)	10	-	-	-		
HCM Lane LOS	B	-	-	-		
HCM 95th %tile Q(veh)	0.2	-	-	-		

Intersection

Int Delay, s/veh 4.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	80	321	141	35	65	150
Future Vol, veh/h	80	321	141	35	65	150
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	89	357	157	39	72	167

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	196	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1377	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1377	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	1.6	0	12
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1377	-	-	-	383	889
HCM Lane V/C Ratio	0.065	-	-	-	0.189	0.187
HCM Control Delay (s)	7.8	-	-	-	16.6	10
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.7	0.7

Intersection						
Int Delay, s/veh	1.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘↗	
Traffic Vol, veh/h	353	10	12	278	29	37
Future Vol, veh/h	353	10	12	278	29	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	392	11	13	309	32	41
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	403	0	727	392
Stage 1	-	-	-	-	392	-
Stage 2	-	-	-	-	335	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1156	-	391	657
Stage 1	-	-	-	-	683	-
Stage 2	-	-	-	-	725	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1156	-	387	657
Mov Cap-2 Maneuver	-	-	-	-	387	-
Stage 1	-	-	-	-	683	-
Stage 2	-	-	-	-	717	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.3		13.4	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	503	-	-	1156	-	
HCM Lane V/C Ratio	0.146	-	-	0.012	-	
HCM Control Delay (s)	13.4	-	-	8.2	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.5	-	-	0	-	

Intersection

Int Delay, s/veh 0.1

Movement EBT EBR WBL WBT NBL NBRLane Configurations 

Traffic Vol, veh/h 398 2 3 288 2 3

Future Vol, veh/h 398 2 3 288 2 3

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - 25 50 - 0 -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 90 90 90 90 90 90

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 442 2 3 320 2 3

Major/Minor Major1 Major2 Minor1

Conflicting Flow All 0 0 444 0 768 442

Stage 1 - - - - 442 -

Stage 2 - - - - 326 -

Critical Hdwy - - 4.12 - 6.42 6.22

Critical Hdwy Stg 1 - - - - 5.42 -

Critical Hdwy Stg 2 - - - - 5.42 -

Follow-up Hdwy - - 2.218 - 3.518 3.318

Pot Cap-1 Maneuver - - 1116 - 370 615

Stage 1 - - - - 648 -

Stage 2 - - - - 731 -

Platoon blocked, % - - - - -

Mov Cap-1 Maneuver - - 1116 - 369 615

Mov Cap-2 Maneuver - - - - 369 -

Stage 1 - - - - 648 -

Stage 2 - - - - 729 -

Approach EB WB NB

HCM Control Delay, s 0 0.1 12.5

HCM LOS B

Minor Lane/Major Mvmt NBLn1 EBT EBR WBL WBT

Capacity (veh/h) 486 - - 1116 -

HCM Lane V/C Ratio 0.011 - - 0.003 -

HCM Control Delay (s) 12.5 - - 8.2 -

HCM Lane LOS B - - A -







HCM 95th %tile Q(veh) 0 - - 0 -

Intersection						
Int Delay, s/veh	1.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↖	↑	↘↗	
Traffic Vol, veh/h	366	20	10	151	25	20
Future Vol, veh/h	366	20	10	151	25	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	407	22	11	168	28	22
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	429	0	597	407
Stage 1	-	-	-	-	407	-
Stage 2	-	-	-	-	190	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1130	-	466	644
Stage 1	-	-	-	-	672	-
Stage 2	-	-	-	-	842	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1130	-	461	644
Mov Cap-2 Maneuver	-	-	-	-	461	-
Stage 1	-	-	-	-	672	-
Stage 2	-	-	-	-	834	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.5		12.5	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1		EBT	EBR	WBL	WBT
Capacity (veh/h)	528		-	-	1130	-
HCM Lane V/C Ratio	0.095		-	-	0.01	-
HCM Control Delay (s)	12.5		-	-	8.2	-
HCM Lane LOS	B		-	-	A	-
HCM 95th %tile Q(veh)	0.3		-	-	0	-

Intersection						
Int Delay, s/veh	0.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↑		↗
Traffic Vol, veh/h	365	25	0	290	0	35
Future Vol, veh/h	365	25	0	290	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	406	28	0	322	0	39
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	406
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	645
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	645
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		10.9	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	645	-	-	-		
HCM Lane V/C Ratio	0.06	-	-	-		
HCM Control Delay (s)	10.9	-	-	-		
HCM Lane LOS	B	-	-	-		
HCM 95th %tile Q(veh)	0.2	-	-	-		







HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue







2041 Background
PM Peak







Intersection						
Int Delay, s/veh	4.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	180	283	353	60	60	130
Future Vol, veh/h	180	283	353	60	60	130
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	92	92	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	200	308	384	67	67	144
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	451	0	-	0	1092	384
Stage 1	-	-	-	-	384	-
Stage 2	-	-	-	-	708	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1109	-	-	-	237	664
Stage 1	-	-	-	-	688	-
Stage 2	-	-	-	-	488	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1109	-	-	-	194	664
Mov Cap-2 Maneuver	-	-	-	-	194	-
Stage 1	-	-	-	-	564	-
Stage 2	-	-	-	-	488	-
Approach	EB	WB		SB		
HCM Control Delay, s	3.5	0		18.6		
HCM LOS	C					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1109	-	-	-	194	664
HCM Lane V/C Ratio	0.18	-	-	-	0.344	0.218
HCM Control Delay (s)	9	-	-	-	33	11.9
HCM Lane LOS	A	-	-	-	D	B
HCM 95th %tile Q(veh)	0.7	-	-	-	1.4	0.8

HCM 6th TWSC
3: Penrith Park access & E. Colfax Avenue (US 36)

2041 Background
PM Peak

Intersection						
Int Delay, s/veh	1.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	451	33	41	439	19	24
Future Vol, veh/h	451	33	41	439	19	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	501	37	46	488	21	27
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	538	0	1081	501
Stage 1	-	-	-	-	501	-
Stage 2	-	-	-	-	580	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1030	-	241	570
Stage 1	-	-	-	-	609	-
Stage 2	-	-	-	-	560	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1030	-	230	570
Mov Cap-2 Maneuver	-	-	-	-	230	-
Stage 1	-	-	-	-	609	-
Stage 2	-	-	-	-	535	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.7		17.1	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	345	-	-	1030	-	
HCM Lane V/C Ratio	0.138	-	-	0.044	-	
HCM Control Delay (s)	17.1	-	-	8.7	-	
HCM Lane LOS	C	-	-	A	-	
HCM 95th %tile Q(veh)	0.5	-	-	0.1	-	







Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	458	2	5	478	2	5
Future Vol, veh/h	458	2	5	478	2	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	509	2	6	531	2	6
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	511	0	1052	509
Stage 1	-	-	-	-	509	-
Stage 2	-	-	-	-	543	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1054	-	251	564
Stage 1	-	-	-	-	604	-
Stage 2	-	-	-	-	582	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1054	-	249	564
Mov Cap-2 Maneuver	-	-	-	-	249	-
Stage 1	-	-	-	-	604	-
Stage 2	-	-	-	-	579	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.1		13.9	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	414	-	-	1054	-	
HCM Lane V/C Ratio	0.019	-	-	0.005	-	
HCM Control Delay (s)	13.9	-	-	8.4	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

Intersection						
Int Delay, s/veh	0.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	312	31	15	403	10	10
Future Vol, veh/h	312	31	15	403	10	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	347	34	17	448	11	11
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	381	0	829	347
Stage 1	-	-	-	-	347	-
Stage 2	-	-	-	-	482	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1177	-	340	696
Stage 1	-	-	-	-	716	-
Stage 2	-	-	-	-	621	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1177	-	335	696
Mov Cap-2 Maneuver	-	-	-	-	335	-
Stage 1	-	-	-	-	716	-
Stage 2	-	-	-	-	612	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.3		13.4	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	452	-	-	1177	-	
HCM Lane V/C Ratio	0.049	-	-	0.014	-	
HCM Control Delay (s)	13.4	-	-	8.1	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.2	-	-	0	-	

Intersection						
Int Delay, s/veh	0.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↑		↗
Traffic Vol, veh/h	435	40	0	480	0	25
Future Vol, veh/h	435	40	0	480	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	483	44	0	533	0	28
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	483
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	584
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	584
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		11.5	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	584	-	-	-		
HCM Lane V/C Ratio	0.048	-	-	-		
HCM Control Delay (s)	11.5	-	-	-		
HCM Lane LOS	B	-	-	-		
HCM 95th %tile Q(veh)	0.1	-	-	-		







HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

2041 Total
AM Peak

Intersection						
Int Delay, s/veh	4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	80	340	144	35	65	150
Future Vol, veh/h	80	340	144	35	65	150
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	89	378	160	39	72	167
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	199	0	-	0	716	160
Stage 1	-	-	-	-	160	-
Stage 2	-	-	-	-	556	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1373	-	-	-	397	885
Stage 1	-	-	-	-	869	-
Stage 2	-	-	-	-	574	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1373	-	-	-	371	885
Mov Cap-2 Maneuver	-	-	-	-	371	-
Stage 1	-	-	-	-	813	-
Stage 2	-	-	-	-	574	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.5	0		12.1		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1373	-	-	-	371	885
HCM Lane V/C Ratio	0.065	-	-	-	0.195	0.188
HCM Control Delay (s)	7.8	-	-	-	17	10
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.7	0.7

HCM 6th TWSC
3: Penrith Park Access & E. Colfax Avenue (US 36)

2041 Total
AM Peak

Intersection						
Int Delay, s/veh	1.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	360	10	15	278	29	37
Future Vol, veh/h	360	10	15	278	29	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	400	11	17	309	32	41
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	411	0	743	400
Stage 1	-	-	-	-	400	-
Stage 2	-	-	-	-	343	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1148	-	383	650
Stage 1	-	-	-	-	677	-
Stage 2	-	-	-	-	719	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1148	-	377	650
Mov Cap-2 Maneuver	-	-	-	-	377	-
Stage 1	-	-	-	-	677	-
Stage 2	-	-	-	-	708	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.4		13.6	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	493	-	-	1148	-	
HCM Lane V/C Ratio	0.149	-	-	0.015	-	
HCM Control Delay (s)	13.6	-	-	8.2	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.5	-	-	0	-	

Intersection

Int Delay, s/veh 0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	417	2	3	291	2	3
Future Vol, veh/h	417	2	3	291	2	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	463	2	3	323	2	3

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	465
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1096
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1096
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	12.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	471	-	-	1096	-
HCM Lane V/C Ratio	0.012	-	-	0.003	-
HCM Control Delay (s)	12.7	-	-	8.3	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

HCM 6th TWSC
9: McKinley Drive & E. Colfax Avenue (US 36)

2041 Total
AM Peak

Intersection

Int Delay, s/veh 1.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	385	20	10	154	25	20
Future Vol, veh/h	385	20	10	154	25	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	428	22	11	171	28	22

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	450
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1110
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1110
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.5	12.8
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	512	-	-	1110	-
HCM Lane V/C Ratio	0.098	-	-	0.01	-
HCM Control Delay (s)	12.8	-	-	8.3	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-







HCM 6th TWSC
15: RIRO Site Access & E. Colfax Avenue (US 36)

2041 Total
AM Peak

Intersection						
Int Delay, s/veh	0.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↑		↗
Traffic Vol, veh/h	365	35	0	293	0	54
Future Vol, veh/h	365	35	0	293	0	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	406	39	0	326	0	60
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	406
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	645
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	645
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		11.2	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	645	-	-	-		
HCM Lane V/C Ratio	0.093	-	-	-		
HCM Control Delay (s)	11.2	-	-	-		
HCM Lane LOS	B	-	-	-		
HCM 95th %tile Q(veh)	0.3	-	-	-		







HCM 6th TWSC
2: E. Colfax Avenue (US 36) & Palmer Avenue

2041 Total
PM Peak

Intersection						
Int Delay, s/veh	4.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	180	296	364	60	60	130
Future Vol, veh/h	180	296	364	60	60	130
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	25	25	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	92	92	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	200	322	396	67	67	144
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	463	0	-	0	1118	396
Stage 1	-	-	-	-	396	-
Stage 2	-	-	-	-	722	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1098	-	-	-	229	653
Stage 1	-	-	-	-	680	-
Stage 2	-	-	-	-	481	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1098	-	-	-	187	653
Mov Cap-2 Maneuver	-	-	-	-	187	-
Stage 1	-	-	-	-	556	-
Stage 2	-	-	-	-	481	-
Approach	EB	WB		SB		
HCM Control Delay, s	3.5	0		19.2		
HCM LOS	C					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1098	-	-	-	187	653
HCM Lane V/C Ratio	0.182	-	-	-	0.357	0.221
HCM Control Delay (s)	9	-	-	-	34.6	12.1
HCM Lane LOS	A	-	-	-	D	B
HCM 95th %tile Q(veh)	0.7	-	-	-	1.5	0.8

HCM 6th TWSC
3: Penrith Park access & E. Colfax Avenue (US 36)

2041 Total
PM Peak

Intersection						
Int Delay, s/veh	1.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	473	33	52	439	19	24
Future Vol, veh/h	473	33	52	439	19	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	100	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	526	37	58	488	21	27
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	563	0	1130	526
Stage 1	-	-	-	-	526	-
Stage 2	-	-	-	-	604	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1008	-	225	552
Stage 1	-	-	-	-	593	-
Stage 2	-	-	-	-	546	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1008	-	212	552
Mov Cap-2 Maneuver	-	-	-	-	212	-
Stage 1	-	-	-	-	593	-
Stage 2	-	-	-	-	514	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.9		18.1	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	323	-	-	1008	-	
HCM Lane V/C Ratio	0.148	-	-	0.057	-	
HCM Control Delay (s)	18.1	-	-	8.8	-	
HCM Lane LOS	C	-	-	A	-	
HCM 95th %tile Q(veh)	0.5	-	-	0.2	-	

Intersection

Int Delay, s/veh 0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	471	2	5	489	2	5
Future Vol, veh/h	471	2	5	489	2	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	50	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	523	2	6	543	2	6

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	525
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1042
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1042
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	14.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	404	-	-	1042	-
HCM Lane V/C Ratio	0.019	-	-	0.005	-
HCM Control Delay (s)	14.1	-	-	8.5	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

HCM 6th TWSC
9: McKinley Drive & E. Colfax Avenue (US 36)

2041 Total
PM Peak

Intersection

Int Delay, s/veh 0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	325	31	15	414	10	10
Future Vol, veh/h	325	31	15	414	10	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	25	25	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	361	34	17	460	11	11

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	395
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1164
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1164
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.3	13.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	440	-	-	1164	-
HCM Lane V/C Ratio	0.051	-	-	0.014	-
HCM Control Delay (s)	13.6	-	-	8.1	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

HCM 6th TWSC
15: RIRO Site Access & E. Colfax Avenue (US 36)

2041 Total
PM Peak

Intersection						
Int Delay, s/veh	0.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↑		↗
Traffic Vol, veh/h	435	73	0	491	0	38
Future Vol, veh/h	435	73	0	491	0	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	100	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	483	81	0	546	0	42
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	-	-	-	483
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	-	-	0	-	0	584
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	584
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		11.6	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT		
Capacity (veh/h)	584	-	-	-		
HCM Lane V/C Ratio	0.072	-	-	-		
HCM Control Delay (s)	11.6	-	-	-		
HCM Lane LOS	B	-	-	-		
HCM 95th %tile Q(veh)	0.2	-	-	-		

BENNETT PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2022-01

**A RESOLUTION RECOMMENDING APPROVAL OF
THE FINAL PLAT FOR THE BRUNNER SUBDIVISION**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Bennett a request for approval of a Final Plat for the Brunner Subdivision; and


WHEREAS, all materials related to the proposed Final Plat have been reviewed by Town Staff and found with conditions to be in compliance with Town of Bennett subdivision and zoning ordinances; and

WHEREAS, after a noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds that the proposed Final Plat should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed Final Plat for the Brunner Subdivision, subject to the conditions set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS 24th DAY OF JANUARY 2022.

DocuSigned by:

43EB4A13E4AD471...
Chairperson

ATTEST:

DocuSigned by:

00366DAA7ED246D...
Christina Hart, Town Clerk

EXHIBIT A
Brunner Subdivision Final Plat
Conditions of Approval

1. The subdivision agreement shall include a provision committing the subdivider to build and maintain a second access to the south from the subdivision, in a time, place and manner acceptable to the Town.
2. The plat should be amended to reflect Tracts I and J are to be vacated and owned and maintained by the metropolitan district or the homeowner's' association.
3. Before recording the plat, the applicant shall update plat notes related to tracts, easements and maintenance in a manner directed by the Town Engineer and make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

RESOLUTION NO. 902-22

**A RESOLUTION APPROVING A FINAL PLAT FOR
THE BRUNNER SUBDIVISION**

WHEREAS, there has been submitted to the Board of Trustee of the Town of Bennett a request for approval of a Final Plat for the Brunner Subdivision; and

WHEREAS, all materials related to the proposed Final Plat have been reviewed by Town Staff and the Bennett Planning and Zoning Commission and found to be in compliance with the Land Use and Development Regulations in Chapter 16 of the Bennett Municipal Code; and

WHEREAS, after a noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds that the proposed Final Plat should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees hereby approves the proposed Final Plat for the Brunner Subdivision, subject to the conditions set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS 8TH DAY OF FEBRUARY 2022.

TOWN OF BENNETT

Royce D. Pindell, Mayor

ATTEST:

Christina Hart
Town Clerk

EXHIBIT A
Brunner Subdivision
Conditions of Approval

1. The subdivision agreement shall include a provision committing the subdivider to build and maintain a second access to the south from the subdivision, in a time, place and manner acceptable to the Town.
2. The plat should be amended to reflect Tracts I and J are to be vacated and owned and maintained by the metropolitan district or the homeowner's association.
3. Before recording the plat, the applicant shall update plat notes related to tracts, easements and maintenance in a manner directed by the Town Engineer and make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

Suggested Motion

I move to approve Resolution No. 902-22 - A resolution approving a final plat for the Brunner Subdivision with the following conditions of approval:

1. The subdivision agreement shall include a provision committing the subdivider to build and maintain a second access to the south from the subdivision, in a time, place and manner acceptable to the Town.
2. The plat should be amended to reflect Tracts I and J are to be vacated and owned and maintained by the metropolitan district or the homeowner's association.
3. Before recording the plat, the applicant shall update plat notes related to Tracts, easements and maintenance in a manner directed by the Town Engineer and make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

**QUASI-JUDICIAL PUBLIC HEARING SCRIPT
BOARD OF TRUSTEES**

MAYOR: I will now open the public hearing on the following application: An application for **Case No. 21.21 Bennett Avenue Townhomes Subdivision Final Plat**.

The purpose of the hearing is to provide a public forum for all interested parties who wish to comment on an application before the Board of Trustees. If you wish to speak please write your name and address in the chat box and you will be called on.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town staff.

NEXT, we will have a presentation by the applicant.

After these two presentations we will allow people who signed up to speak for up to 3 minutes each. Please **DO NOT REPEAT** points made by others. It is fine to say, "I agree with the previous speaker's comments". Please direct your comments to the Board, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

NEXT, the Board may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Board will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

MAYOR: Do we have proper notification?

[Town Clerk to confirm on record notice has been provided]

Do any Trustees have any disclosures?

[Trustees to disclose conflicts of interests, ex parte contacts, etc]

Town staff, please introduce the applicant and provide your staff report.

[Staff presentation]

Will the applicant or the applicant's representative present the application?

[Applicant presentation]

Do any of the Trustees have questions of the applicant or Town staff?

[Question and Answer]

MAYOR: I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?

[If more than one person has signed in, call them in order.]

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?

[Additional public comment]

If there is no more public comment, I will now close the public comment portion of the public hearing.

MAYOR: Does the applicant wish to respond to any of the comments?

[Opportunity for applicant to provide any rebuttal evidence]

MAYOR: Before we turn to Trustee questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Trustee packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; the public posting log and photographs of the notice, and the Town's subdivision and zoning ordinances and other applicable regulations. Does anyone have any objection to inclusion of these items in the record?

MAYOR: I will now close the public hearing and the Trustees will deliberate on the evidence presented. During deliberations, Trustees may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments

[If anyone believes the applicable criteria have not been met, then please explain why so we have those reasons for the record.]

MAYOR: We have a draft Resolution in front of us and I would entertain a motion.

May we have a Roll-Call vote?

Motion carries/fails.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Steve Hebert, Planning and Economic Development Manager
DATE: February 8, 2022
SUBJECT: Case No. 21.21 – Bennett Avenue Townhomes Subdivision Final Plat

Applicant/Representative(s): DATO Investments, LLC; Owner's Representatives – David Stockman, Tom Richardson

Location: 300 Bennett Avenue, on the south side of Bennett Ave. between Cherry and Dahlia Streets.

Purpose: Final Plat for 19 Townhome Lots

Background

Case No. 21.21 is a proposed final plat for 19 townhome lots on 1.5 acres located at 300 Bennett Avenue, immediately east of the Horizon Condominiums. See the vicinity map below.

The property was annexed into the Town of Bennett in June 2020. The Board of Trustees approved R-3 – High Density Residential zoning on March 9, 2021.



Site Photos

Site Looking Southwest

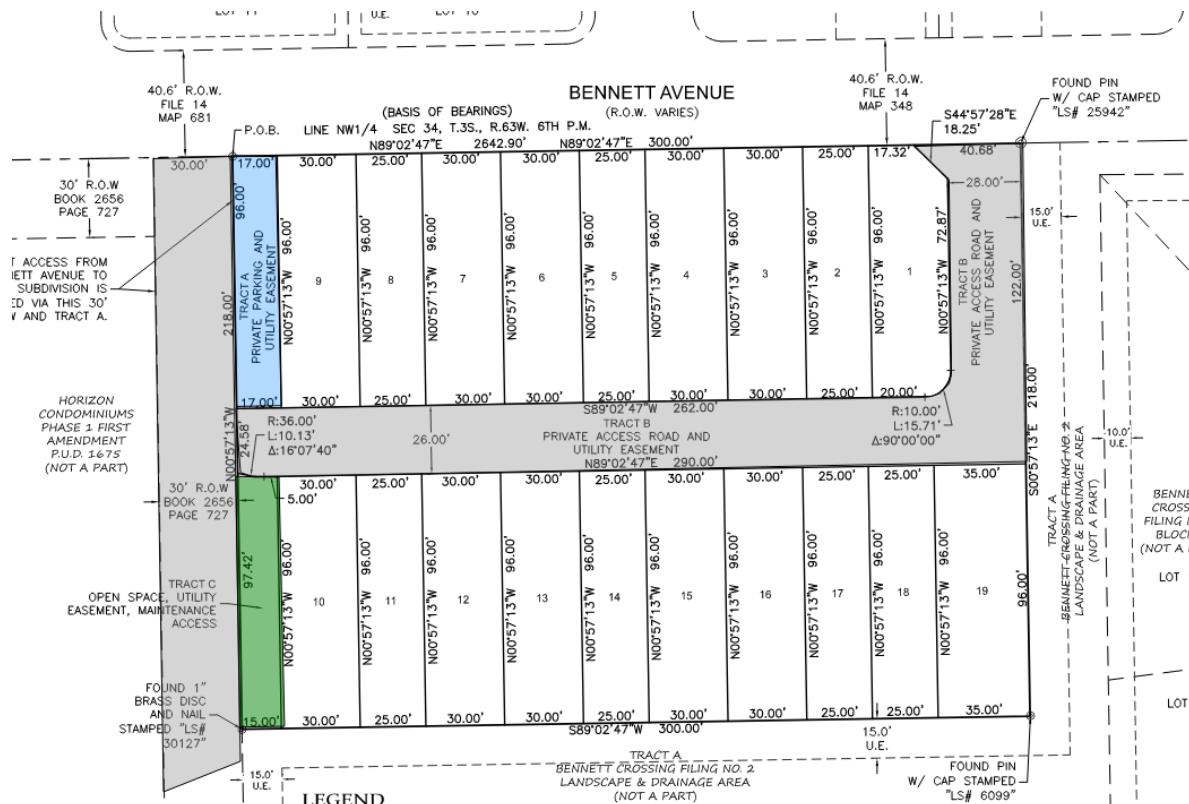


Site Looking Northeast



Proposed Lot Layout

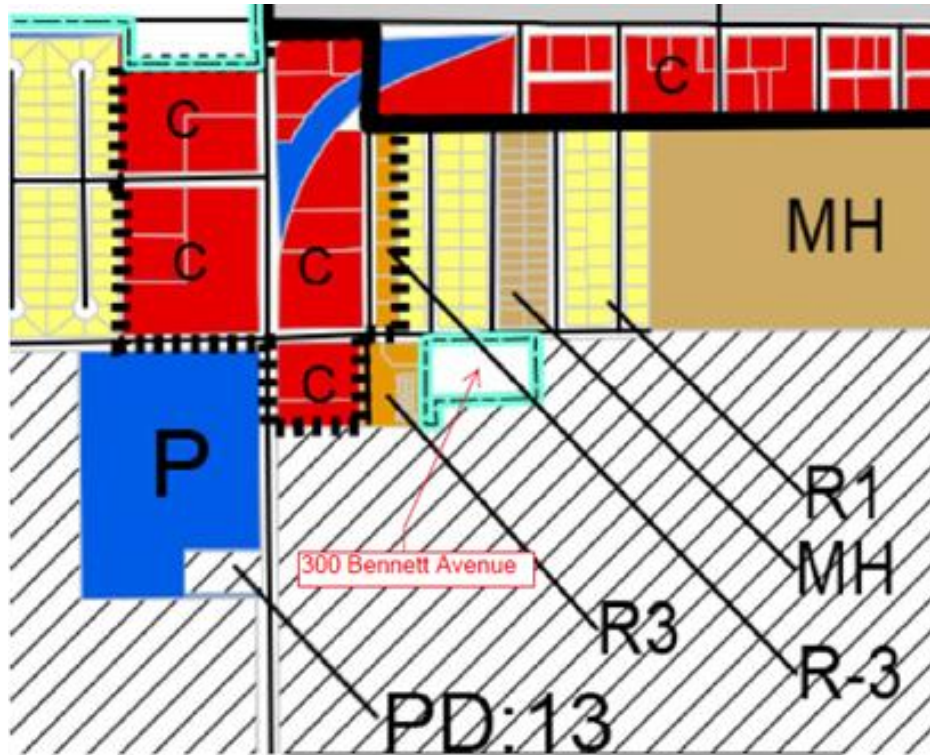
The map below shows the proposed lot layout and street configuration. The interior street will be a private drive serving the townhomes that will have front-loaded garages. There will be nine lots on the north side of the private drive and ten lots on the south side.



Access to the private drive on the west side will be via an existing 30-foot town owned right-of-way. Tract A, in blue, will be for parking; Tract B, in grey, is the private access road and utility easement; and Tract C, in green, is a utility and maintenance access easement.

Zoning and Land Use Regulations

The map below shows the zoning of the surrounding area, including a mix of residential neighborhoods.



Direction	Adjacent Zone District	Land Use
North	R-1 (Low Density Resid.) and MH (Mobile Home)	Residential - Brothers Four
East	PD – Planned Development	Residential, Bennett Crossing (LGI)
South	PD – Planned Development	Residential, Bennett Crossing (LGI)
West	R-3 – High Density Residential	Horizon Condominiums

The table below summarizes the minimum and maximum standards in the R-3 zone district and how the proposed subdivision plat compares. Most of the standards will be reviewed at the time of site plan or building permit.

Standard	R-3 Zone District	Proposed
Min. Lot Area/Dwelling Unit	2,400 sq. ft.	2,400 sq. ft.
Min. Lot Width	25 feet for townhomes	25 ft.
Max. Lot Coverage	75%	TBD
Minimum Floor Area/Dwelling Unit	600 sq. ft.	TBD
Minimum Front Yard Setback (Principal Structure)	25 feet	TBD
Min. Side Yard Setback (Principal Structure)	5 feet for townhomes	TBD
Min. Rear Yard Setback (Principal Structure)	20 feet	TBD
Maximum Height (Principal Structure)	40 feet	TBD

Public Services and Utilities

Water

Water service will be provided by the Town of Bennett. See the Town Engineer's memorandum.

Sanitary Sewer

Sanitary sewer service will be provided by the Town of Bennett. See the Town Engineer's memorandum.

Stormwater Management

Stormwater will be collected and conveyed via on-site stormwater system improvements, using the adjacent Bennett Crossing stormwater detention pond. See the Town Engineer's memorandum.

Access and Traffic

Access is from Bennett Avenue to an interior private drive.

Fire and Rescue

Bennett-Watkins Fire Rescue (BWFR) will provide service. The applicant should meet directly with BWFR to review specific site and building plans to assure conformance with International Fire Code standards. See the BWFR's referral response.

Gas, Electricity and Telecommunications

Natural gas will be provided by Colorado Natural Gas, electricity by CORE Electric Cooperative and telecommunications by Eastern Slope Technologies (ESRTA).

Public Land Dedication Requirements

Park Land and Public Facilities

The Municipal Code requires ten percent (10%) of the total land area contained within the subdivision to be dedicated to the Town for park land and other public facilities. Ten percent of the 1.5 acres would be 0.15 acres, or 6,534 sq. ft. of land. The Town will require that this be satisfied by cash-in-lieu, which will be determined at the time of subdivision agreement and will eventually be presented to and approved by the Board of Trustees.

Bennett School District 29J

The Bennett School District 29J has requested cash-in-lieu of land dedication, which will be payable pursuant to the Town of Bennett/School District IGA and the municipal code in effect at the time of building permit issuance.

Staff Analysis and Findings

Per Section 16-4-380 of the Bennett Municipal Code, the Town shall use the following criteria to evaluate the applicant's final plat application:

- A. The final plat incorporates recommended changes, modifications and conditions attached to the sketch plan unless otherwise approved by the Planning Commission.

Staff Finding: The Final Plat is generally consistent with the previous sketch plan, with 19 lots instead of the original 20.

- B. All applicable technical standards in accordance with this Chapter and adopted Town documents have been met.
1. To establish appropriate standards for subdivision design that will:
 - a. Encourage the development of sound, economical and stable neighborhoods and healthy living environments, in conformance with the goals and policies of the Comprehensive Plan.
 - b. Provide lots of adequate size, configuration and design for the purpose for which they are intended to be used.
 - c. Promote superior design and design flexibility.
 - d. Preserve the significant natural features and environmental quality of the Town.
 - e. Guide the physical development of the Town in ways that complement the Town's character and culture.
 - f. Promote a cohesive sense of community among new and current residents, precluding neighborhood design or restrictions that in any way isolate any neighborhood from the rest of the community.
 - g. Provide complete and accurate public land records.

Staff Finding: The proposed Final Plat will accommodate new development that meets the standards of good subdivision design.

2. To establish standards for utilities and other public services that will:
 - a. Provide an efficient, adequate and economical supply of utilities and services to land proposed for development without adverse effects to property that is currently served.
 - b. Ensure that adequate stormwater drainage, sewage disposal, water supply and other utilities, services and improvements needed as a consequence of the subdivision of the land are provided.
 - c. Provide for the reasonable extension of utilities and services to other lands that may be developed in the future.
 - d. Provide the equitable distribution of the cost of new and expanded public services needed to support new land development.

Staff Finding: The proposed final plat, future subdivision agreement and construction documents will accommodate extension of utilities and public services to serve the new residential neighborhood.

3. To ensure the provision of adequate and safe traffic circulation that will:
 - a. Minimize traffic hazards through appropriate street design, providing safe and convenient vehicular and pedestrian traffic circulation systems.
 - b. Provide adequate vehicular access to abutting properties.
 - c. Provide streets of adequate capacity and appropriate design and function.

Staff Finding: The proposed private drive and related traffic circulation has been adjusted to assure adequate circulation for residents, visitors and emergency vehicles.

4. To ensure adequate public facilities that will:
 - a. Provide for the recreational, cultural, educational and other public facility needs of the community.
 - b. Facilitate effective law enforcement and fire protection.

Staff Finding: The applicant will be required to pay cash-in-lieu for public land dedication and school land dedication, as well as the standard Town impact fees. The plat has been adjusted in response to concerns by BWFR to assure adequate emergency vehicle access.

5. To contribute to the proper development of the community in accordance with the goals and policies of the Comprehensive Plan as it may be updated from time to time.

Staff Finding: The proposed plat is consistent with the principles in the 2021 Town of Bennett Comprehensive Plan related to:

- Mixed land uses
- Access to healthy living
- Access to open space, trails and parks
- Contiguous development
- A variety of transportation choices

C. Compliance with Zoning Regulations

Staff Finding: All lots meet the standards in R-3 – High Density Residential District, as noted above.

Referral Agency Review and Comments

The proposed Bennett Avenue Townhomes Final Plat was sent to several referral agencies for comment, including:

1. Town Planning
2. Town Engineer
3. Town Traffic Engineer
4. Town Attorney
5. Bennett-Watkins Fire Rescue (BWFR)
6. CORE Electric Cooperative (IREA)
7. Colorado Natural Gas (CNG)
8. Bennett School District 29J

Each of the agencies had comments or recommendations that are either reflected on the final plat document or will be addressed at later stages of the review process, e.g. site plan or building permit. General cleanup of the document to include all agency comments will be completed before recording.

Public Comment

Notice of the January 24, 2022, Planning and Zoning Commission hearing and the February 8, 2021, Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property. A Horizon Condominium property owner spoke at the Planning and Zoning Commission hearing and had several questions related to parking and stormwater management.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission reviewed this subdivision plat on January 24, 2022, and adopted Resolution No. 2022-02 recommending approval.

Staff Recommendation

Staff finds the proposed final plat is in compliance with the Subdivision Regulations in Chapter 16, Article IV of the Bennett Municipal Code. Staff also finds the plat has been processed according to Section 16-4-360 and meets the approval criteria in 16-4-380. Based upon these findings, staff recommends the Board of Trustees approve

Resolution No. 903-22, approving the Bennett Avenue Townhomes Subdivision Final Plat, with the following conditions:

Before recording the final plat, the applicant shall:

1. Update plat notes related to easements and maintenance in a manner directed by the Town Engineer.
2. Make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

Attachments

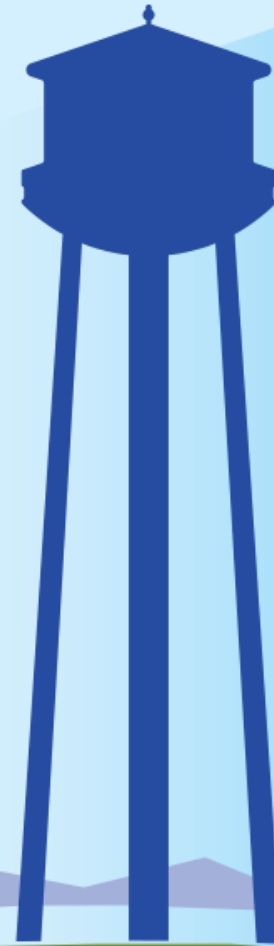
1. Staff PowerPoint Presentation (PDF)
2. Land Use Application
3. Letter of Intent/Narrative
4. Bennett Avenue Townhomes Final Plat
5. Combined Staff and Referral Agency Comments
6. Traffic Study
7. Planning and Zoning Commission Resolution No. 2022-02
8. Draft Resolution No. 903-22

Case No. 21.21 Bennett Avenue Townhomes Final Plat

Town of Bennett Board of Trustees

February 8, 2022

Steve Hebert, Planning & Economic Development Manager



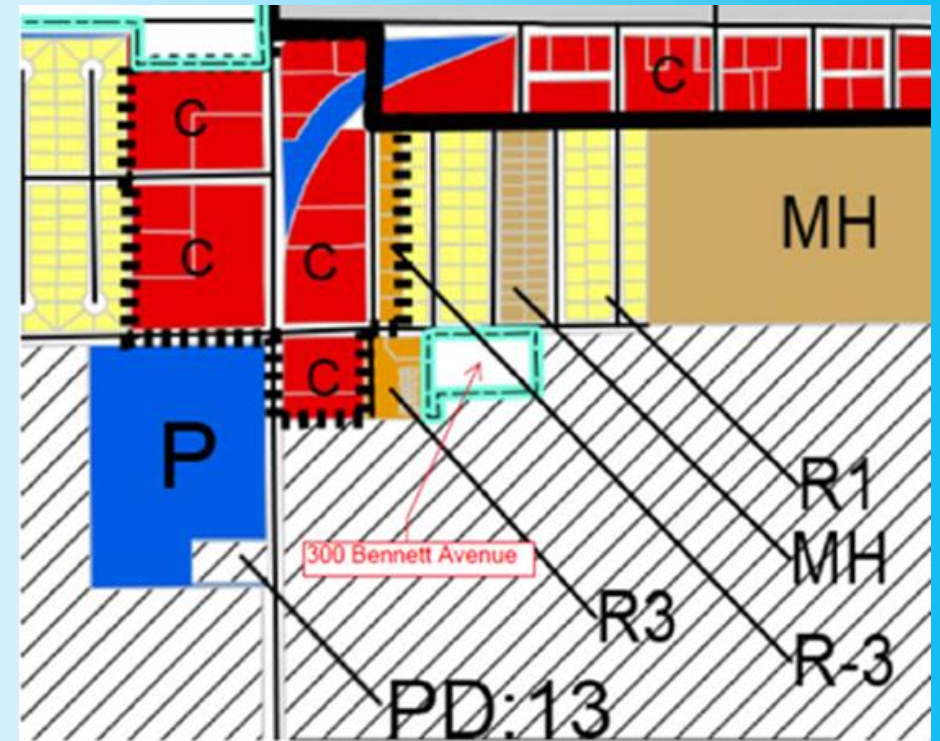
Proposed Bennett Avenue Townhomes Final Plat

- 1.5 Acres
- Zoned R-3 – High Density Residential
- Subdivide to create 19 townhome lots
- Average lot size is 2,400 sq. ft.
- Internal private drive



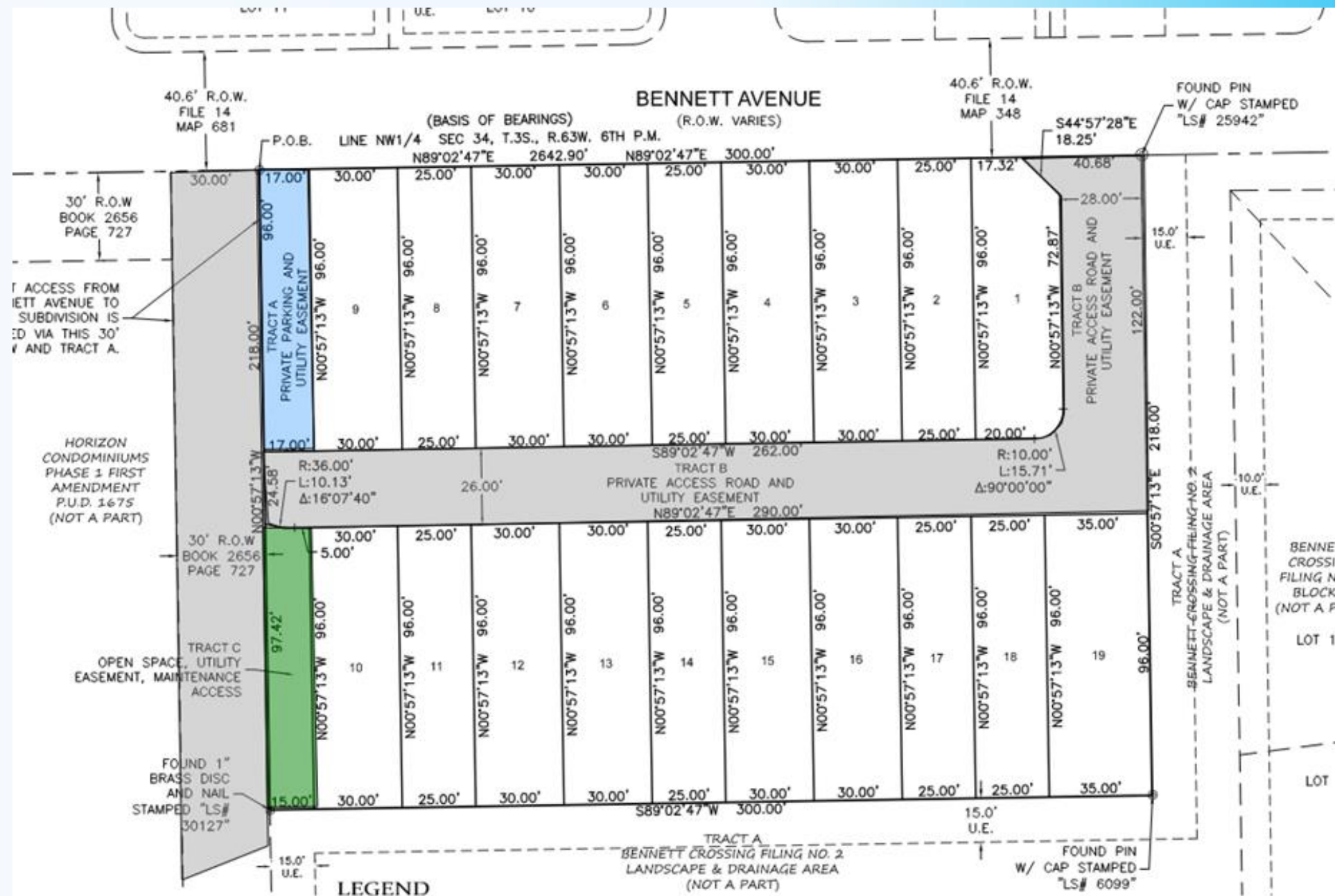
Surrounding Zoning and Land Use

Direction	Adjacent Zone District	Land Use
North	R-1 (Low Density Resid.) and MH (Mobile Home)	Residential - Brothers Four
East	PD – Planned Development	Residential, Bennett Crossing (LGI)
South	PD – Planned Development	Residential, Bennett Crossing (LGI)
West	R-3 – High Density Residential	Horizon Condominiums



Lot and Building Standards

Standard	R-3 Zone District	Proposed
Min. Lot Area/Dwelling Unit	2,400 sq. ft.	2,400 sq. ft.
Min. Lot Width	25 feet for townhomes	25 ft.
Max. Lot Coverage	75%	TBD
Minimum Floor Area/Dwelling Unit	600 sq. ft.	TBD
Minimum Front Yard Setback (Principal Structure)	25 feet	TBD
Min. Side Yard Setback (Principal Structure)	5 feet for townhomes	TBD
Min. Rear Yard Setback (Principal Structure)	20 feet	TBD
Maximum Height (Principal Structure)	40 feet	TBD



Availability of Public Infrastructure

- Access – Bennett Avenue and a new internal private street
- Water and Sewer – Town of Bennett
- Stormwater – Off-site conveyance
- Fire Protection – Bennett-Watkins Fire Rescue
- Law Enforcement – Adams County Sheriff
- Electricity – CORE Electric Cooperative
- Natural Gas – Colorado Natural Gas
- Telecom – Eastern Slope Technologies
- Bennett School District - Cash-in-lieu

Staff Findings on Case No. 21.21

Per Section 16-4-380 of the Bennett Municipal Code, the Town shall use the following criteria to evaluate the applicant's final plat application:

- Generally consistent with the Sketch Plan, with updates and improvements.
- All applicable technical standards in accordance with the Subdivision Regulations and adopted Town documents will be met.
- The proposed lot configuration will accommodate new development that meets the standards of good subdivision design.
- The final plat document will accommodate extension of utilities and public services to serve future development.
- All lots meet the standards of R-3 – High Density Residential District

Planning and Zoning Commission Recommendation

On January 24, 2022, the Planning and Zoning Commission adopted Resolution No. 2022-02 recommending approval of the Bennett Avenue Townhomes Final Plat.

Staff Recommendation

Staff recommends the Board of Trustees adopt Resolution 903-22 approving the Bennett Avenue Townhomes Final Plat, with the following conditions:

Before recording the final plat, the applicant shall:

1. Update plat notes related to easements and maintenance in a manner directed by the Town Engineer
2. Make other minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

(See Draft Resolution)

Town of Bennett Land Use Application Form

TO BE COMPLETED BY APPLICANT

Application Type: Other

Other _____

Primary Contact Name: DAVID STOCKMAN

Name of Firm: DATA INVESTMENTS LLC

Address: PO BOX 3290

City: PARKER

State: CO

Zip: 80134

Phone: 303-471-1102

Email: DAVIDSTOCKMAN@MSN.COM

Owner Name: SAME AS ABOVE

Address:

City:

State:

Zip:

Phone:

Email:

Mineral Estate Holder/Lease: N/A

Name of Firm:

Address:

City:

State:

Zip:

Phone:

Parcel#: R0083257

Subdivision Name:

Site Address: 300 BENNETT AVENUE

Nearest Major Intersection: BENNETT AVENUE + CHERRY STREET

Legal Description: METES + BOUNDS - SEE ATTACHED

Current Zoning: R-3

Proposed # lots/units: 20 TOWNHOMES

Total Acreage: 1.5 ACRES

Gross Floor Area: 24000 SQFT - 1ST FLOOR

Proposed Gross Densities (du/ac): 13.3

Additional Notes: PROPOSED NAME - BENNETT AVE TOWNHOMES

All Submittal Requirements must accompany this application. All applicable fees must be paid at the time of application. Any extraordinary cost incurred by the Town of Bennett in reviewing and processing this application is the responsibility of the applicant.

An executed cost agreement must be attached to this application pursuant to Sec. 16-1-325 of the Bennett Municipal Code.

I understand this is an application only, it must be approved by the Town, and any required building permits must be obtained before the property can be used in accordance with the request. I hereby acknowledge all of the above information is correct.

Applicant's Signature: David Stockman Date: 6-14-2021

Attached Legal Description

That part of the Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$ of Section 34, Township 3 South, Range 63 West, 6th P.M.:
Beginning at a point 660 feet East of the Northwest corner of Section 34 on the North boundary line of said section;

Thence East along the North line of said Section, 300 feet;

Thence South at right angles to said boundary line 218 feet;

Thence West at right angles to last named line 300 feet;

Thence North at right angles to last named line 218 feet to the point of beginning.

County of Adams, State of Colorado.

DATO INVESTMENTS LLC
P.O. Box 3290
Parker, CO 80134

LETTER OF INTENT

The purpose of this document is to describe the intent of the proposed project on 1.5 acres located at 300 Bennett Avenue.

The Developer, Dato Investments LLC, intends on developing the property at 300 Bennett Avenue into a townhouse development consisting of twenty, two story townhomes with attached two car garages and a private fenced back yard. These townhomes are projected to be in the low \$300,000's price range. We are already responding to inquiries about this project from several prospective Buyers.

Dato Investments LLC has recently just completed a development consisting of twenty four townhomes on the 200 block of Ash Street, which is located just a few blocks from this proposed development. The Ash Street project was completely sold out prior to the start of construction of each building. The product at the 300 Bennett Ave project will be a similar design to the Ash Street development.

Our intent is to construct an affordably priced multi-family product that does not currently exist in the Bennett area.

BENNETT AVENUE TOWNHOMES SUBDIVISION
FINAL PLAT

A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34;
THENCE NORTH 89°02'47" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°02'47" EAST A DISTANCE OF 300.00 FEET;
THENCE DEPARTING SAID NORTH LINE SOUTH 00°57'13" EAST A DISTANCE OF 218.00 FEET;
THENCE SOUTH 89°02'47" EAST A DISTANCE OF 300.00 FEET;
THENCE NORTH 00°57'13" WEST A DISTANCE OF 218.00 FEET TO A POINT ON SAID NORTH LINE AND THE POINT OF BEGINNING,

CONTAINING ±65,400 SQ. FEET OR ±1.501 ACRES, MORE OR LESS.

HAS LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF BENNETT AVENUE TOWNHOMES, A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND BY THESE PRESENTS DOES HEREBY DEDICATE TO THE TOWN OF BENNETT AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTION OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AND TRACTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUB-DIVIDER AND ARRANGEMENTS MADE BY THE SUB-DIVIDER, THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT, COLORADO.

OWNERSHIP CERTIFICATE

FOR: DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: DAVID STOCKMAN, ITS MANAGER _____ DATE _____

NOTARY ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY DAVID STOCKMAN AS MANAGER OF DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ADDRESS OF NOTARY: _____

SITE DATA TABLE

SITE ACREAGE	±65,400 SQ. FT. OR ±1.501 ACRES
LOTS	
NUMBER OF LOTS	19 UNITS
GROSS DENSITY OF LOTS	79.11%
MINIMUM LOT SIZE	2,400 SQ. FT.
AVERAGE LOT SIZE	2,723 SQ. FT.
MINIMUM LOT WIDTH	25 FEET

TRACTS				
TRACT	SIZE (SQ. FT.)	PERCENTAGE	PURPOSE	OWNERSHIP
TRACT A	1,632	2.50%	PARKING, UTILITY AND SIDEWALK EASEMENTS	BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION
TRACT B	10,588	16.19%	PRIVATE ACCESS ROAD AND UTILITY EASEMENT	BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION
TRACT C	1,445	2.21%	OPEN SPACE, UTILITY EASEMENT, MAINTENANCE ACCESS	BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION

LENDER CONSENT

THE UNDERSIGNED AS THE BENEFICIARY OF A DEED OF TRUST RECORDED WITH THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2020000063565 AND THAT CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF THE STREETS, AVENUES, EASEMENTS, TRACTS AND OTHER PUBLIC PLACES DEDICATED TO THE TOWN OF BENNETT AS SHOWN ON THIS FINAL PLAT OF BENNETT AVENUE TOWNHOMES, AND HEREBY FOREVER RELEASES SAID LANDS FROM SUCH LIEN.

INBANK _____, LENDER _____

NOTARY ACKNOWLEDGMENT

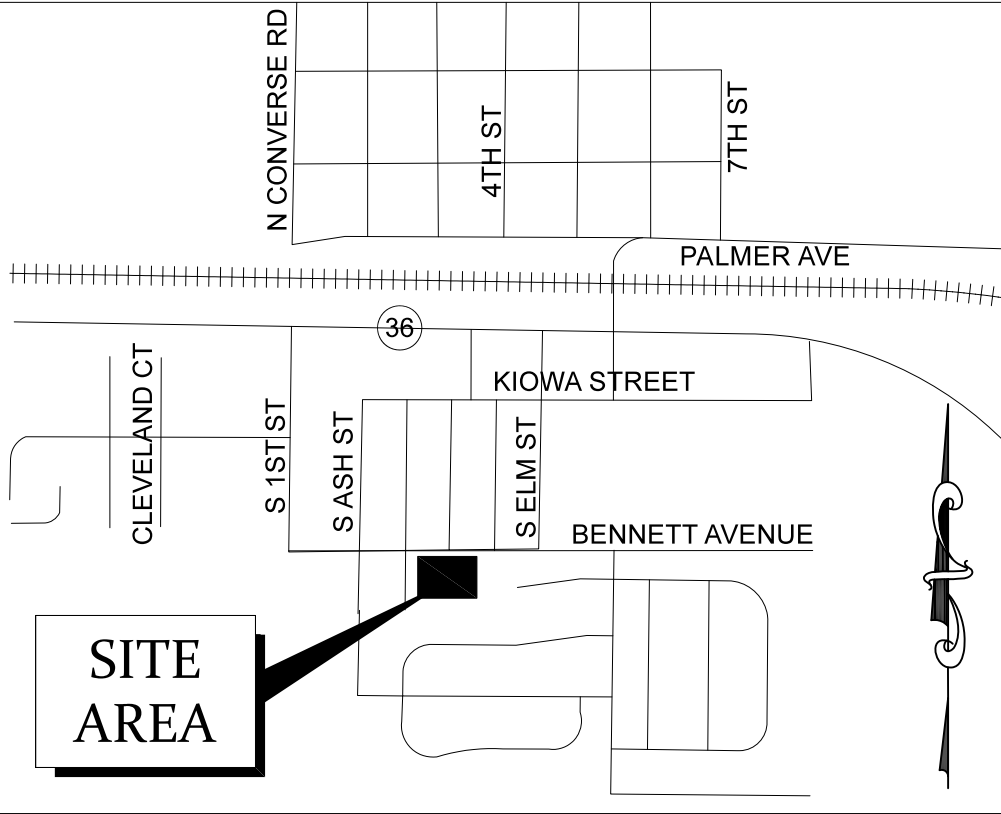
STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
Not to scale

BOARD OF TRUSTEES APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF BENNETT AVENUE TOWNHOMES WAS APPROVED ON THE _____ DAY OF _____, 20____ A.D. BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF BENNETT HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____ ATTEST: TOWN CLERK _____

SURVEYOR'S CERTIFICATE

I, RICHARD B. GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON MAY 18, 2021, THAT THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND THAT ALL NOTES, DIMENSIONS AND IMPROVEMENTS ARE CORRECTLY SHOWN HEREIN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD B. GABRIEL, P.L.S.
Colorado License No. 37929
For and on behalf of
Power Surveying Company, Inc.




COUNTY CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____ O'CLOCK ____M. ON THIS DAY OF _____, 20____.

RECEPTION NUMBER _____

CLERK AND RECORDER _____ DEPUTY _____

 POWER TM Surveying Company, Inc. <small>Established 1948</small> 8911 BROADWAY DENVER, COLORADO 80221 PH: 303-702-9817 FAX: 303-702-1488 WWW.POWERSURVEYING.COM	TYPE OF SUBMITTAL:	SUBDIVISION PLAT
	PREPARATION DATE:	MAY 22, 2021
	REVISION DATE:	JUNE 3, 2021
	REVISION DATE:	JUNE 7, 2021
	REVISION DATE:	OCTOBER 5, 2021
	REVISION DATE:	DECEMBER 27, 2021
	DRAWN BY: LMR	REVIEWED BY: RBG
JOB NO. 21-116		DWG: 21-116.dwg
SHEET 1 OF 4		

BENNETT AVENUE TOWNHOMES SUBDIVISION
FINAL PLAT

A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

PLAT NOTES

- THE TRACTS SHALL BE OWNED AND MAINTAINED BY BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. THE UNDERSIGNED GRANTS THE TOWN OF BENNETT A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO SAID TRACTS. THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, OPERATE, REPAIR AND RECONSTRUCT THE TRACTS AND RELATED FACILITIES WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH TRACTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF SAID HOMEOWNERS ASSOCIATION.
- THE POLICY OF THE TOWN REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY A SUBDIVISION AGREEMENT OR DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE TOWN OF BENNETT SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER(S).
- SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
- ALL INTERNAL ROAD AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH STREET CONSTRUCTION PLANS, PAVEMENT DESIGN, GRADING AND EROSION CONTROL PLANS, A FINAL DRAINAGE PLAN AND ALL APPLICABLE TOWN ADOPTED STANDARDS AND SPECIFICATIONS SUBMITTED TO AND APPROVED BY THE TOWN OF BENNETT.
- NOTICE IS GIVEN THAT THIS SUBDIVISION WILL BE SUBJECT TO RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THE TOWN OF BENNETT IS NOT RESPONSIBLE FOR ENFORCEMENT OF THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY BE FILED AGAINST THE SUBDIVISION PLAT.
- THERE ARE NO SIGNIFICANT NATURAL DRAINAGE COURSES, GEOLOGIC HAZARD AREAS, OR OTHER NATURAL FEATURES WITHIN OR ADJACENT TO THE SUBDIVISION.
- NON-EXCLUSIVE UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. WINDOW WELLS, PATIOS, DECKS, STAIRS, RETAINING WALLS, AND THEIR COMPONENTS MAY NOT ENCROACH INTO THE REQUIRED UTILITY EASEMENTS.
- NON-EXCLUSIVE 1.8-FOOT SIDEWALK EASEMENT LOCATED AS SHOWN IS HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF SIDEWALKS RUNNING PARALLEL WITH STREET RIGHTS-OF-WAY.
- THIS PLAT CONTAINS 19 MULTI-FAMILY LOTS AND THREE TRACTS, AS SHOWN IN THE SITE DATA TABLE ON SHEET 1 OF THIS PLAT DOCUMENT.
- SHOWN HEREON (WITHIN AN EASEMENT GRANTED TO THE TOWN OF BENNETT) DRAINAGE FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS. THE TOWN HAS THE RIGHT TO ENTER THE PROPERTY TO CONDUCT PERIODIC INSPECTIONS OF THE DRAINAGE FACILITIES. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID HOMEOWNERS ASSOCIATION AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS, THE TOWN OF BENNETT SHALL, WITHOUT WAIVING ANY OTHER RIGHTS AVAILABLE TO IT, HAVE THE RIGHT TO PERFORM THE NECESSARY WORK, THE COST OF WHICH SAID HOMEOWNERS ASSOCIATION AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS AGREES TO PAY UPON BILLING.
- THE STORM WATER DETENTION FACILITY THAT WILL SERVE THIS PROPERTY IS LOCATED IMMEDIATELY SOUTH OF THIS SUBDIVISION IN TRACT A BENNETT CROSSING FILING NO. 2 LANDSCAPE & DRAINAGE AREA.
- NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT LOCATED IN TRACT A BENNETT CROSSING FILING NO. 2 AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREA WILL BE MADE WITHOUT THE APPROVAL OF THE TOWN OF BENNETT.

PLAT NOTES

- TRACT A IS FOR PRIVATE PARKING, UTILITY EASEMENT, AND SIDEWALK EASEMENT. TRACT A SHALL BE OWNED AND MAINTAINED BY THE BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION.
- TRACT B IS FOR A PRIVATE ROAD ACCESS AND UTILITY EASEMENT. PARKING WILL NOT BE ALLOWED IN TRACT B. TRACT B SHALL BE OWNED AND MAINTAINED BY THE BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION.
- TRACT C IS FOR OPEN SPACE, UTILITY EASEMENTS, AND MAINTENANCE ACCESS TO DETENTION FACILITIES. TRACT C SHALL BE OWNED AND MAINTAINED BY THE BENNETT AVENUE TOWNHOMES HOMEOWNERS ASSOCIATION.
- THE TOWN OF BENNETT IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF PRIVATE COVENANTS, CONDITIONS AND RESTRICTIONS. THE HOMEOWNERS ASSOCIATION SHALL BE CREATED AND IN PLACE PRIOR TO RECORDING OF THIS PLAT.
- A BLANKET DRAINAGE EASEMENT, EXCLUDING BUILDING FOOTPRINTS AND EXCLUSIVE EASEMENTS, IS HEREBY GRANTED TO AND BETWEEN ALL LOTS WITHIN THE SUBDIVISION FOR THE PURPOSES OF CONVEYING SURFACE AND SUBSURFACE STORMWATER, CONSTRUCTION, MAINTENANCE, REPAIR AND ACCESS TO THE IMPROVEMENTS. THE UNDERLYING PROPERTY OWNER OR ASSIGNS WILL BE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA.
- FOR SUBDIVISION BOUNDARY MONUMENTATION, MINIMUM STANDARDS FOR MONUMENTS MUST CONFORM TO THE COLORADO REVISED STATUTES 2017, MONUMENTATION OF SUBDIVISIONS, CRS 38-51-105.
- IF A SUBDIVISION BOUNDARY CORNER FALLS WITHIN DEDICATED STREET RIGHT-OF-WAY, THE MONUMENT SHALL BE PLACED 6-INCHES BELOW THE SURFACE OF THE PAVEMENT IN A MONUMENT BOX. THE TOP OF THE BOX SHALL BE SET FLUSH WITH THE SURFACE OF THE PAVEMENT.
- NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT UNTIL ALL PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AS REQUIRED BY THE SUBDIVISION AGREEMENT.
- ACCESS FROM BENNETT AVE. TO THE SUBDIVISION IS PROVIDED VIA THE RIGHT-OF-WAY ON THE WEST SIDE OF THE SITE AND TRACT B.

SURVEYOR'S NOTES

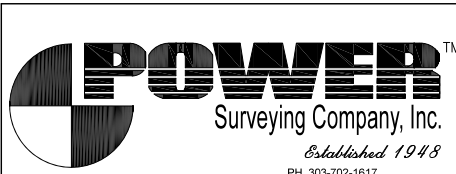
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON FIDELITY NATIONAL TITLE COMPANY COMMITMENT NO. F0699390-122-V00, WITH AN EFFECTIVE DATE OF JANUARY 7, 2021.
- FLOOD ZONE DESIGNATION: THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FEMA F.I.R.M. MAP 08001C0718H, WITH AN EFFECTIVE DATE OF MARCH 5, 2007.
- FIELD SURVEY COMPLETION DATE: MAY 18, 2021.
- UNIT OF MEASUREMENT: U.S. SURVEY FOOT.
- NON-EXCLUSIVE 8-FOOT, 10-FOOT AND 15-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- BASIS OF BEARINGS: BEING THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 34 BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "LS# 25379" AT THE THE NORTH 1/4 CORNER OF SAID SECTION 34 BY A SET 2 1/2" DIAMETER ALUMINUM MONUMENT ON A 3/4" REBAR STAMPED "LS# 30127" FOR A DISTANCE OF 2642.90 FEET AS SHOWN HEREON.
- THE SUBJECT PROPERTY CONTAINS ±65,400 SQUARE FEET OR ±1.501 ACRES OF LAND.

LOT / TRACT AREA

LAND USE	SQ. FT.	ACRES
LOT 1	2,775	0.064
LOT 2	2,400	0.055
LOT 3	2,880	0.066
LOT 4	2,880	0.066
LOT 5	2,400	0.055
LOT 6	2,880	0.066
LOT 7	2,880	0.066
LOT 8	2,400	0.055
LOT 9	2,880	0.066
LOT 10	2,880	0.066
LOT 11	2,400	0.055
LOT 12	2,880	0.066
LOT 13	2,880	0.066
LOT 14	2,400	0.055
LOT 15	2,880	0.066
LOT 16	2,880	0.066
LOT 17	2,400	0.055
LOT 18	2,400	0.055
LOT 19	3,360	0.077
TRACT A	1,632	0.037
TRACT B	10,588	0.243
TRACT C	1,445	0.033
TOTAL	65,400	1.501

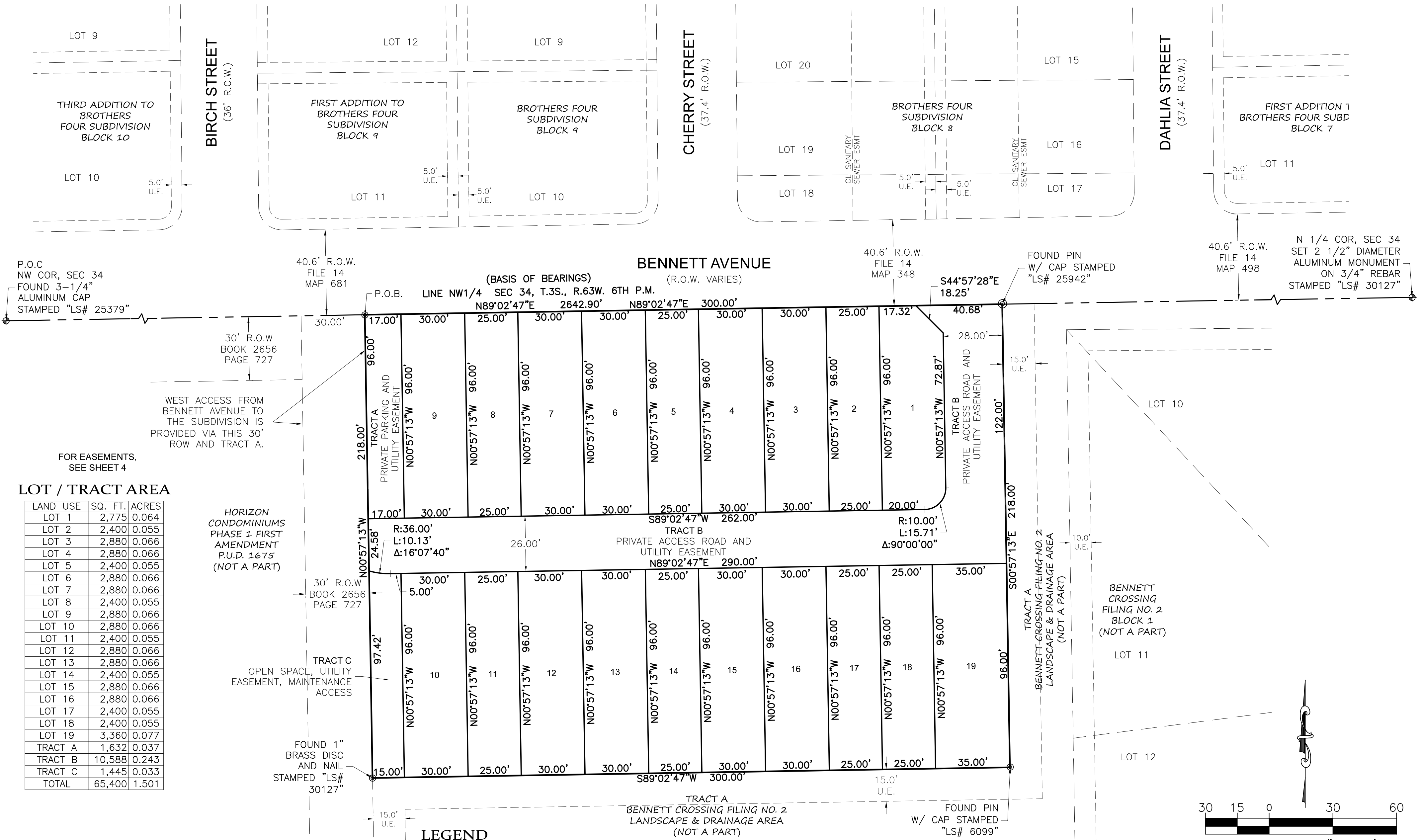
EASEMENT AREAS

EASEMENT	SQ. FT.	ACRES
1.8' SIDEWALK EASEMENT	532	0.012
3.1' SIDEWALK EASEMENT	209	0.005
4.0' SIDEWALK EASEMENT	1,340	0.031
8' UTILITY EASEMENT	2,400	0.055
10' UTILITY EASEMENT	730	0.017
15' UTILITY EASEMENT	13,739	0.315
Total	18,950	0.435

 <div>POWERTM Surveying Company, Inc. <i>Established 1948</i> <small>PM 303-702-9817 FAX 303-702-1488 WWW.POWERSURVEYING.COM</small></div>	TYPE OF SUBMITTAL:	SUBDIVISION PLAT
	PREPARATION DATE:	MAY 22, 2021
	REVISION DATE:	JUNE 3, 2021
	REVISION DATE:	JUNE 7, 2021
	REVISION DATE:	OCTOBER 5, 2021
	REVISION DATE:	DECEMBER 27, 2021
	DRAWN BY: LMR	REVIEWED BY: RBG
	JOB NO. 21-116	DWG: 21-116.dwg
SHEET 2 OF 4		

BENNETT AVENUE TOWNHOMES SUBDIVISION
FINAL PLAT

A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO



FOR EASEMENTS,
SEE SHEET 4

LOT / TRACT AREA

LAND USE	SQ. FT.	ACRES
LOT 1	2,775	0.064
LOT 2	2,400	0.055
LOT 3	2,880	0.066
LOT 4	2,880	0.066
LOT 5	2,400	0.055
LOT 6	2,880	0.066
LOT 7	2,880	0.066
LOT 8	2,400	0.055
LOT 9	2,880	0.066
LOT 10	2,880	0.066
LOT 11	2,400	0.055
LOT 12	2,880	0.066
LOT 13	2,880	0.066
LOT 14	2,400	0.055
LOT 15	2,880	0.066
LOT 16	2,880	0.066
LOT 17	2,400	0.055
LOT 18	2,400	0.055
LOT 19	3,360	0.077
TRACT A	1,632	0.037
TRACT B	10,588	0.243
TRACT C	1,445	0.033
TOTAL	65,400	1.501

HORIZON
CONDOMINIUMS
PHASE 1 FIRST
AMENDMENT
P.U.D. 1675
(NOT A PART)

TRACT C
OPEN SPACE, UTILITY
EASEMENT, MAINTENANCE
ACCESS

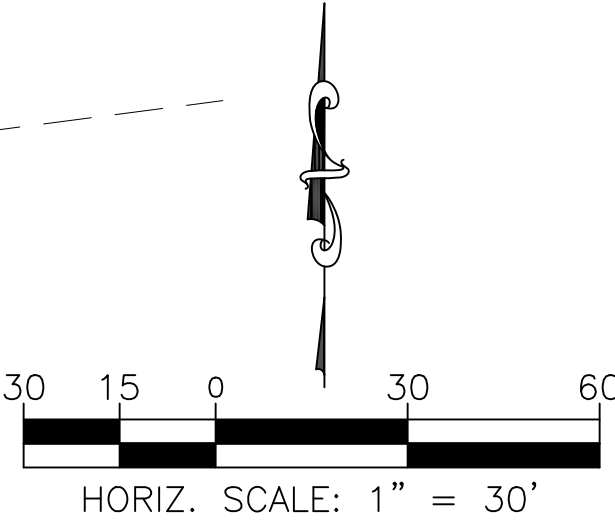
FOUND 1"
BRASS DISC
AND NAIL
STAMPED "LS#
30127"

LEGEND

- FOUND SECTION CORNER MONUMENT, AS NOTED
- FOUND MONUMENT, AS NOTED
- BOUNDARY
- SECTION LINE
- BLOCK LINE
- PLATTED LOT / TRACT
- EXISTING EASEMENT-AS NOTED

LEGEND - ABBREVIATIONS

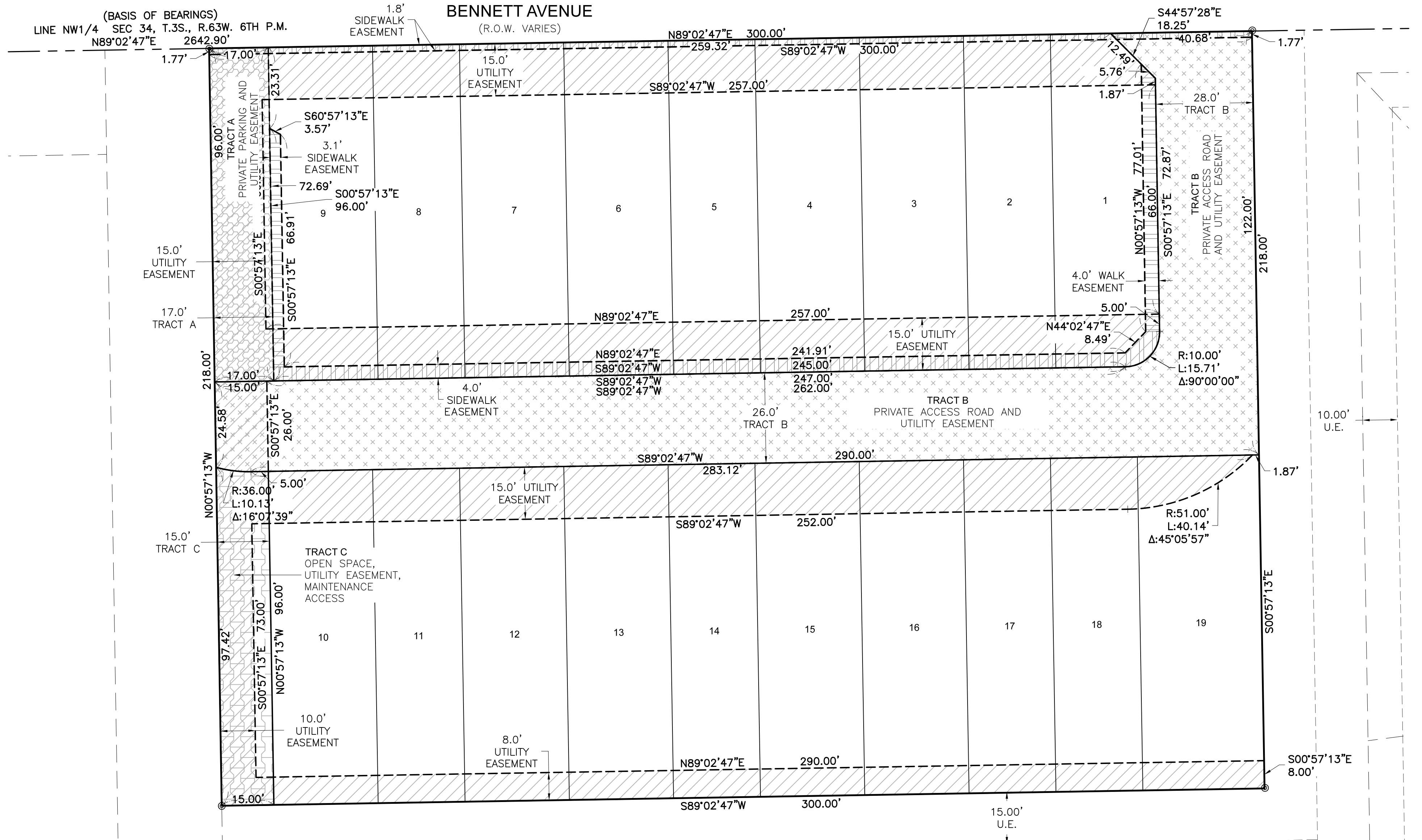
- CL CENTERLINE
- ESMT EASEMENT
- P.O.C. POINT OF BEGINNING
- P.O.B. POINT OF COMMENCEMENT
- R.O.W. RIGHT-OF-WAY
- U.E. UTILITY EASEMENT



TYPE OF SUBMITTAL:	SUBDIVISION PLAT
PREPARATION DATE:	MAY 22, 2021
REVISION DATE:	JUNE 3, 2021
REVISION DATE:	JUNE 7, 2021
REVISION DATE:	OCTOBER 5, 2021
REVISION DATE:	DECEMBER 27, 2021
DRAWN BY: LMR	REVIEWED BY: RBG
JOB NO. 21-116	DWG: 21-116.dwg

BENNETT AVENUE TOWNHOMES SUBDIVISION FINAL PLAT

A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO



EASEMENT & TRACT AREAS

LAND USE	SQ. FT.	ACRES
1.8' SIDEWALK EASEMENT	532	0.012
3.1' SIDEWALK EASEMENT	209	0.005
4.0' SIDEWALK EASEMENT	1,340	0.031
8.0' UTILITY EASEMENT	2,400	0.055
10.0' UTILITY EASEMENT	730	0.017
15.0' UTILITY EASEMENT	13,739	0.315
TRACT A	1,632	0.037
TRACT B	10,588	0.243
TRACT C	1,445	0.033

LEGEND

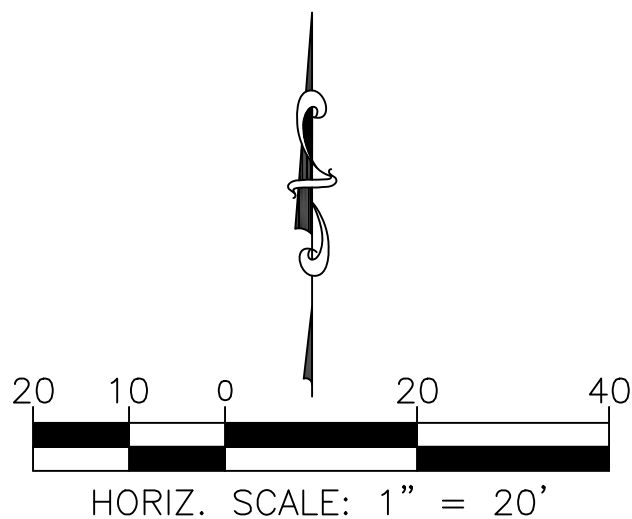
	FOUND SECTION CORNER MONUMENT, AS NOTED
	FOUND MONUMENT, AS NOTED
	BOUNDARY
	SECTION LINE
	BLOCK LINE
	PLATTED LOT / TRACT
	EXISTING EASEMENT-AS NOTED
	PROPOSED SIDEWALK EASEMENT
	PROPOSED UTILITY EASEMENT
	PROPOSED TRACTS - AS NOTED

LEGEND - EASEMENTS

	SIDEWALK EASEMENT
	UTILITY EASEMENT
	TRACT A - PROPOSED PARKING & UTILITY EASEMENT
	TRACT B - PROPOSED PRIVATE ACCESS ROAD & UTILITY EASEMENT
	TRACT C - PROPOSED OPEN SPACE, UTILITY EASEMENT, MAINTENANCE ACCESS

LEGEND - ABBREVIATIONS

CL	CENTERLINE
ESMT	EASEMENT
P.O.C.	POINT OF BEGINNING
P.O.B.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT



TYPE OF SUBMITTAL:	SUBDIVISION PLAT
PREPARATION DATE:	MAY 22, 2021
REVISION DATE:	JUNE 3, 2021
REVISION DATE:	JUNE 7, 2021
REVISION DATE:	OCTOBER 5, 2021
REVISION DATE:	DECEMBER 27, 2021
DRAWN BY: LMR	REVIEWED BY: RBG
JOB NO. 21-116	DWG: 21-116.dwg

STAFF MEMORANDUM



welcome neighbors.

TO: David Stockman
Tom Richardson
Chad Fabre

VIA Email

FROM: Steve Hebert, Planning and Economic Development Manager

DATE: August 3, 2021

SUBJECT: Case No. 21.21 - 300 Bennett Ave Townhomes Final Plat Referral Comments – First Submittal

By this memo and related email, I am transmitting the referral agency comments we have received to-date on the proposed 300 Bennett Ave Townhomes Final Plat – First Submittal, as well as the related grading and utility plans.

Referral Agencies with Responses as of July 29, 2021

- Town of Bennett Planning
- Town of Bennett Town Engineer
- Town Traffic Engineer
- Town Attorney
- Bennett-Watkins Fire Rescue
- Intermountain Rural Electric Association (IREA)
- Bennett School District 29J (Same referral received for previous sketch plan)

Your Review

Please review all comments and make changes and updates as appropriate to the plat documents. When you are ready to resubmit, please include a response to all referral agency comments in letter/memo form as well as responses to any redlined comments on the plat document. Please call or email me if you have any comments or questions.

Resubmittal

Once you resubmit, we will refer the second submittal for a two-week review. Given the nature of the first set of comments, I would expect that review to be relatively straightforward. We will then be able to schedule the Planning and Zoning Commission hearing. Depending on your response time, we may be able to make the Commission meeting on September 20, 2021. The Board of Trustees hearing will follow that, conceivably as soon as September 28 or October 12.

Site Plan Required

Also, remember that a site plan is required for this project. The site plan will be similar to the final plat in layout, but will show much more detail re: landscaping, site lighting, building elevations, etc. Although it is an administrative process that can follow the final plat, we encourage you to prepare that

soon, given it will be required prior to the issuance of any building permits. I have attached a copy of our Site Plan Applicant Guide.

Subdivision Agreement

A subdivision agreement that addresses all public improvements will be required. The Town's template is attached to the accompanying email.

LOT / TRACT SUMMARY

Area	Sq. Feet	Acres
LOT 1	2,667	0.061
LOT 2	2,400	0.055
LOT 3	2,856	0.066
LOT 4	2,856	0.066
LOT 5	2,400	0.055
LOT 6	2,856	0.066
LOT 7	2,856	0.066
LOT 8	2,400	0.055
LOT 9	2,880	0.066
LOT 10	2,885	0.066
LOT 11	2,400	0.055
LOT 12	2,760	0.063
LOT 13	2,760	0.063
LOT 14	2,400	0.055
LOT 15	2,400	0.055
LOT 16	2,760	0.063
LOT 17	2,760	0.063
LOT 18	2,400	0.055
LOT 19	2,400	0.055
LOT 20	2,880	0.066
TRACT A	1,899	0.044
TRACT B	10,526	0.242
Total	65,400	1.501

OWNERSHIP AND DEDICA

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34;
THENCE NORTH 89°02'47" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°02'47" EAST A DISTANCE OF 300.00 FEET;
THENCE DEPARTING SAID NORTH LINE SOUTH 00°57'13" EAST A DISTANCE OF 218.00 FEET;
THENCE SOUTH 89°02'47" EAST A DISTANCE OF 300.00 FEET;
THENCE NORTH 00°57'13" WEST A DISTANCE OF 218.00 FEET TO A POINT ON SAID NORTH LINE AND THE POINT OF BEGINNING,

CONTAINING ±64,00 SQ. FEET OR ±1.501 ACRES, MORE OR LESS.

HAS LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF BENNETT AVENUE TOWNHOMES, A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND BY THESE PRESENTS DOES HEREBY DEDICATE TO THE TOWN OF BENNETT AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTION OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AND TRACTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUB-DIVIDER AND ARRANGEMENTS MADE BY THE SUB-DIVIDER, THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT, COLORADO.

OWNERSHIP CERTIFICATE

FOR: DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: DAVID STOCKMAN, ITS MANAGER DATE

NOTARY ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNED BEFORE ME
THIS DAY OF , 20, BY DAVID STOCKMAN AS MANAGER OF
DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ADDRESS OF NOTARY:

FINAL PLAT
BENNETT AVENUE TOWNHOMES - FILING NO. 1

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

LENDER CONSENT

THE UNDERSIGNED AS THE BENEFICIARY OF A DEED OF TRUST RECORDED WITH THE ADAMS COUNTY CLERK AND RECORDER AT AND THAT CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF THE STREETS, AVENUES, EASEMENTS, TRACTS AND OTHER PUBLIC PLACES DEDICATED TO THE TOWN OF BENNETT AS SHOWN ON THIS FINAL PLAT OF BENNETT AVENUE TOWNHOMES, AND HEREBY FOREVER RELEASES SAID LANDS FROM SUCH LIEN.

, LENDER

NOTARY ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY
OF , 20, BY .

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

PLAT NOTES

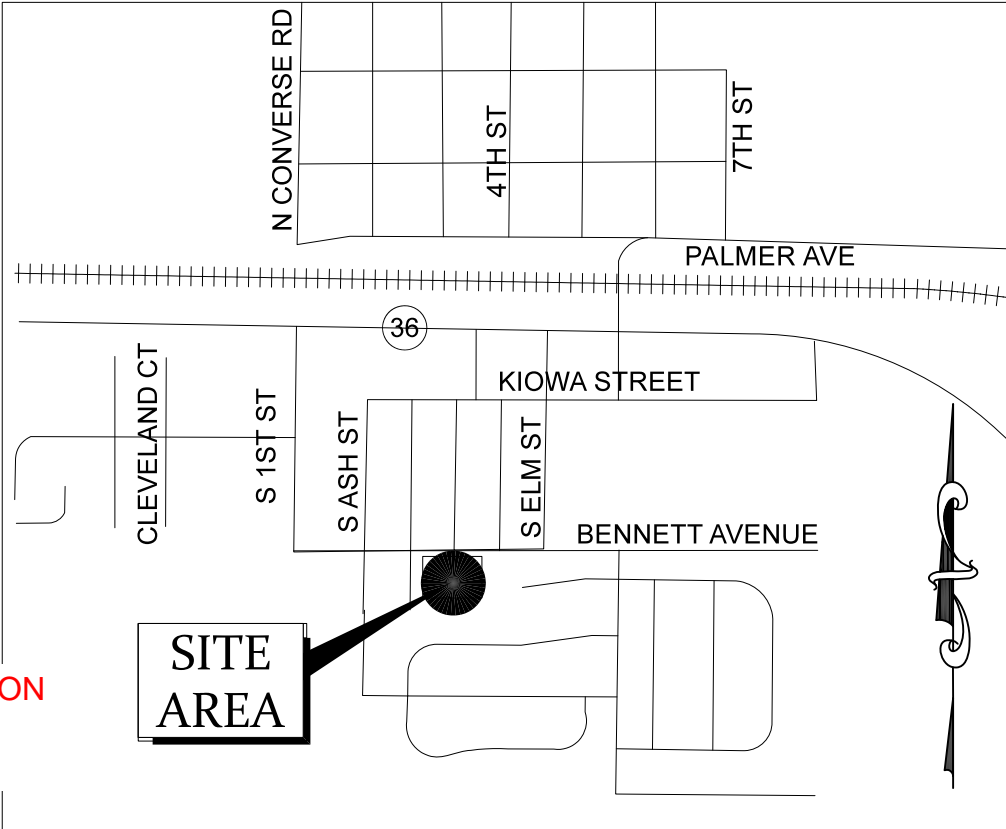
- THIS PLAT CONTAINS 20 MULTI-FAMILY LOTS AND TWO TRACTS, AS SHOWN IN THE LOT/TRACT SUMMARY ON THIS SHEET OF THIS PLAT DOCUMENT.
- THE STORM WATER DETENTION FACILITY IS ON BENNETT CROSSING FILING NO. 2.
- SHOWN HEREON (WITHIN AN EASEMENT GRANTED TO THE TOWN OF BENNETT FOR SUCH PURPOSES) SHALL BE CONSTRUCTED AND MAINTAINED BY THE METRO DISTRICT AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS. THE TOWN HAS THE RIGHT TO ENTER THE PROPERTY TO CONDUCT PERIODIC INSPECTIONS OF THE DRAINAGE FACILITIES. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID METRO DISTRICT, THE TOWN OF BENNETT SHALL, WITHOUT WAIVING ANY OTHER RIGHTS AVAILABLE TO IT, SHALL HAVE THE RIGHT TO PERFORM THE NECESSARY WORK, THE COST OF WHICH SAID METRO DISTRICT, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.
- NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREA WILL BE MADE WITHOUT THE APPROVAL OF THE TOWN OF BENNETT.
- THE BENNETT RANCH METROPOLITAN DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR, AS WELL AS MOSQUITO CONTROL, OF PARKS, OPEN SPACE AND TRAILS ON TRACT A, BENNETT CROSSING FILING NO. 1.
- TRACT A AND TRACT B ARE FOR PARKING AND ACCESS AND UTILITY EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE BENNETT AVENUE TOWNHOMES HOME OWNERS ASSOCIATION.
- THE TOWN OF BENNETT IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF PRIVATE COVENANTS, CONDITIONS AND RESTRICTIONS. THE HOMEOWNERS ASSOCIATION SHALL BE CREATED AND IN PLACE PRIOR TO RECORDING OF THIS PLAT.
- A BLANKET DRAINAGE EASEMENT, EXCLUDING BUILDING FOOTPRINTS AND EXCLUSIVE EASEMENTS, IS HEREBY GRANTED TO AND BETWEEN ALL LOTS WITHIN THE SUBDIVISION FOR THE PURPOSES OF CONVEYING SURFACE AND SUBSURFACE STORMWATER, CONSTRUCTION, MAINTENANCE, REPAIR AND ACCESS TO THE IMPROVEMENTS. THE UNDERLYING PROPERTY OWNER OR ASSIGNS WILL BE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA.
- FOR SUBDIVISION BOUNDARY MONUMENTATION, MINIMUM STANDARDS FOR MONUMENTS MUST CONFORM TO THE COLORADO REVISED STATUTES 2017, MONUMENTATION OF SUBDIVISIONS, CRS 38-51-105.
- IF A SUBDIVISION BOUNDARY CORNER FALLS WITHIN DEDICATED STREET RIGHT-OF-WAY, THE MONUMENT SHALL BE PLACED 6-INCHES BELOW THE SURFACE OF THE PAVEMENT IN A MONUMENT BOX. THE TOP OF THE BOX SHALL BE SET FLUSH WITH THE SURFACE OF THE PAVEMENT.
- NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT UNTIL ALL PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AS REQUIRED BY THE SUBDIVISION AGREEMENT.
- EXPANSIVE SOILS ARE KNOWN TO EXIST ON THE SITE. WHERE THESE CONDITIONS ARE FOUND TO EXIST, THE RECOMMENDATIONS OF A QUALIFIED GEOTECHNICAL ENGINEER SHALL BE FOLLOWED IN THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS, AND FOUNDATIONS AND FOOTINGS FOR STRUCTURES.

BOARD OF TRUSTEES APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF BENNETT AVENUE TOWNHOMES WAS APPROVED ON THE _th DAY OF , 2021 A.D. BY RESOLUTION NO. AND THAT THE MAYOR OF THE TOWN OF BENNETT HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK



VICINITY MAP
Not to scale

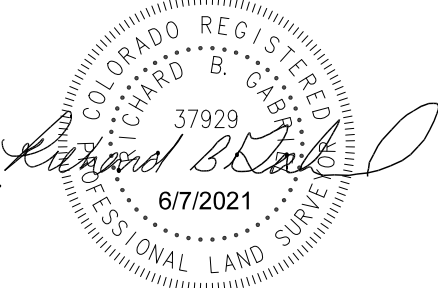
SURVEYOR'S NOTES

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON FIDELITY NATIONAL TITLE COMPANY COMMITMENT NO. F0699390-122-V00, WITH AN EFFECTIVE DATE OF JANUARY 7, 2021.
- FLOOD ZONE DESIGNATION: THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FEMA F.I.R.M. MAP 08001C0718H, WITH AN EFFECTIVE DATE OF MARCH 5, 2007.
- FIELD SURVEY COMPLETION DATE: MAY 18, 2021.
- UNIT OF MEASUREMENT: U.S. SURVEY FOOT.
- ALL INTERIOR STREETS WITHIN THIS FINAL PLAT ARE HEREBY DEDICATED TO THE TOWN OF BENNETT PER THIS FINAL PLAT.
- NON-EXCLUSIVE 5-FOOT, 6-FOOT 10-FOOT AND 15-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- BASIS OF BEARINGS: BEING THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 34 BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "LS# 25379" AT THE THE NORTH 1/4 CORNER OF SAID SECTION 34 BY A SET 2 1/2" DIAMETER ALUMINUM MONUMENT ON A 3/4" REBAR STAMPED "LS# 30127" FOR A DISTANCE OF 2642.90 FEET AS SHOWN HEREON.
- THE SUBJECT PROPERTY CONTAINS ±65,400 SQUARE FEET OR ±1.501 ACRES OF LAND.

SURVEYOR'S CERTIFICATE

I, RICHARD B. GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON MAY 18, 2021, THAT THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND THAT ALL NOTES, DIMENSIONS AND IMPROVEMENTS ARE CORRECTLY SHOWN HEREIN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD B. GABRIEL, P.L.S.
Colorado License No. 37929
For and on behalf of
Power Surveying Company, Inc.



COUNTY CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _O'CLOCK _M. ON THIS _ DAY OF _____, 20__.

RECEPTION NUMBER _____

CLERK AND RECORDER

DEPUTY



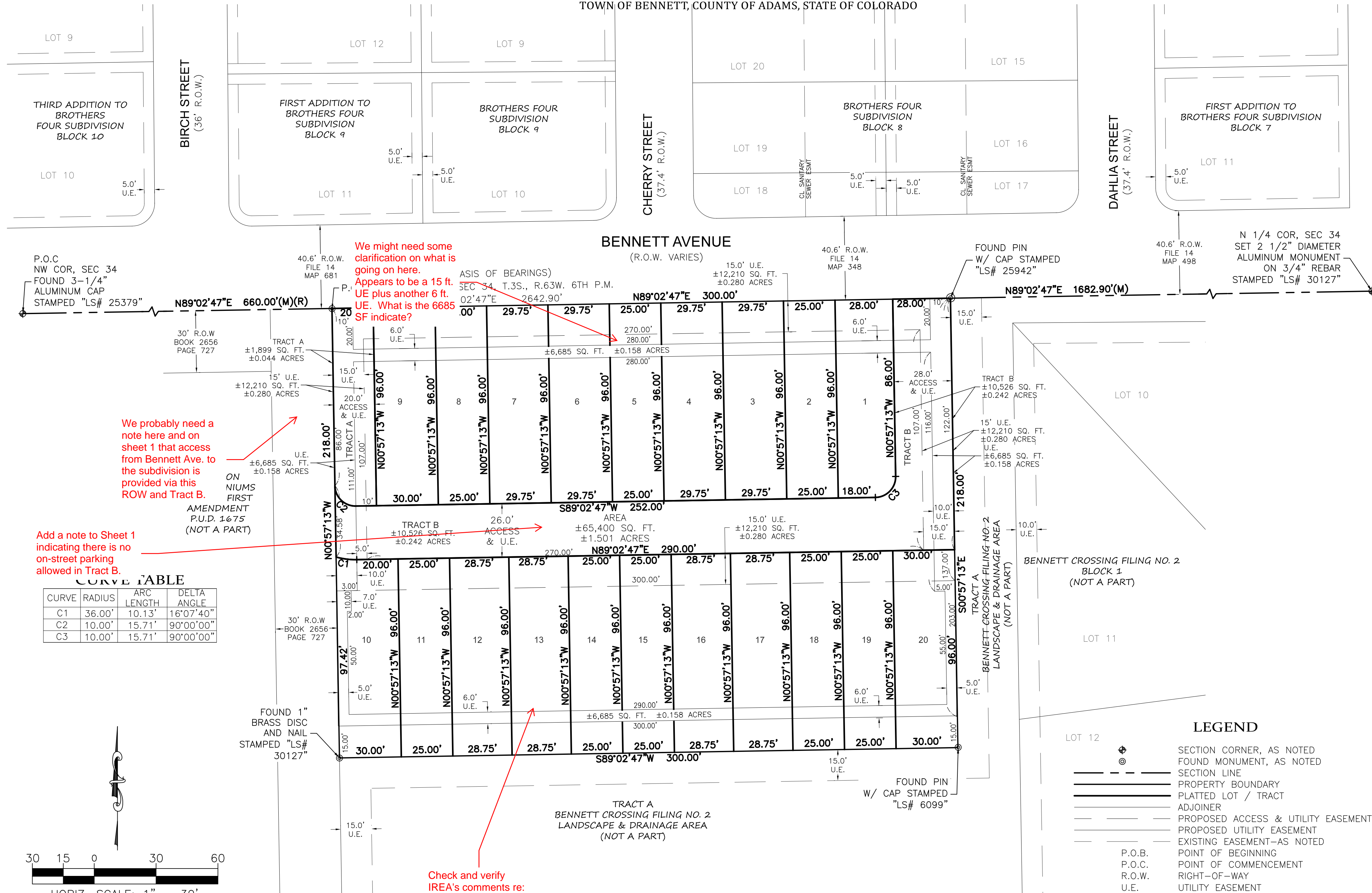
TYPE OF SUBMITTAL:	SUBDIVISION PLAT
PREPARATION DATE:	MAY 22, 2021
REVISION DATE:	JUNE 3, 2021
REVISION DATE:	JUNE 7, 2021
DRAWN BY: LMR	REVIEWED BY: RBG
JOB NO. 21-116	DWG: 21-116.dwg

SHEET 1 OF 2

FINAL PLAT
BENNETT AVENUE TOWNHOMES - FILING NO. 1

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

Change title per
comments on Sheet 1.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	36.00'	10.13'	16°07'40"
C2	10.00'	15.71'	90°00'00"
C3	10.00'	15.71'	90°00'00"

LEGEND

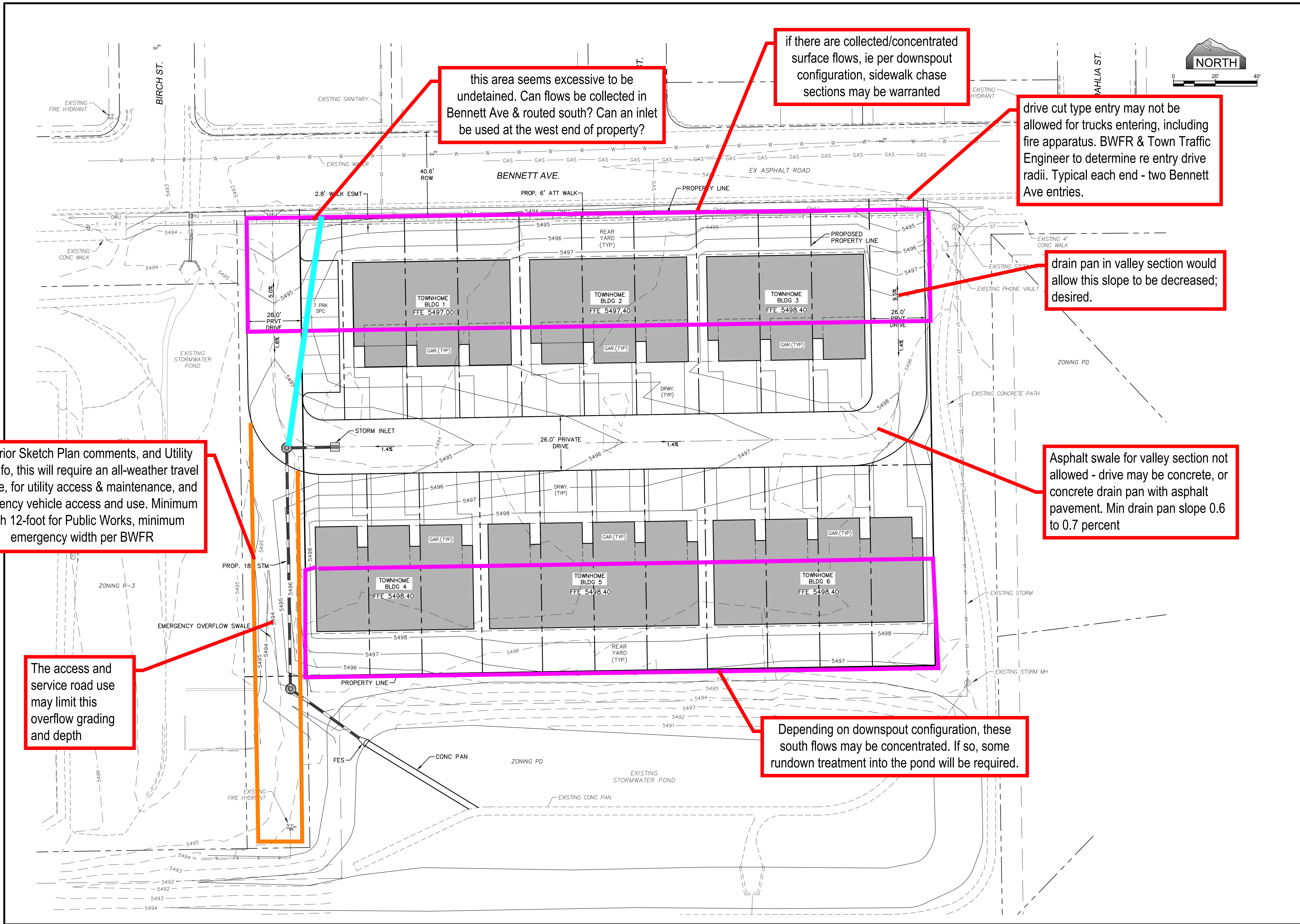
- SECTION CORNER, AS NOTED
- FOUND MONUMENT, AS NOTED
- SECTION LINE
- PROPERTY BOUNDARY
- PLATTED LOT / TRACT
- ADJOINER
- PROPOSED ACCESS & UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT
- EXISTING EASEMENT-AS NOTED
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- UTILITY EASEMENT

P.O.B.
P.O.C.
R.O.W.
U.E.

POWER
Surveying Company, Inc.
Established 1948
6911 BROADWAY
DENVER, COLORADO 80221
PH: 303-752-1617
FAX: 303-752-1488
WWW.POWERSURVEYING.COM

TYPE OF SUBMITTAL:	SUBDIVISION PLAT
PREPARATION DATE:	MAY 22, 2021
REVISION DATE:	JUNE 3, 2021
REVISION DATE:	JUNE 7, 2021
DRAWN BY: LMR	REVIEWED BY: RBG
JOB NO. 21-116	DWG: 21-116.dwg

SHEET 2 OF 2



this area seems excessive to be undetained. Can flows be collected in Bennett Ave & routed south? Can an inlet be used at the west end of property?

if there are collected/concentrated surface flows, ie per downspout configuration, sidewalk chase sections may be warranted

drive cut type entry may not be allowed for trucks entering, including fire apparatus. BWFR & Town Traffic Engineer to determine re entry drive radii. Typical each end - two Bennett Ave entries.

drain pan in valley section would allow this slope to be decreased; desired.

Per prior Sketch Plan comments, and Utility Plan info, this will require an all-weather travel surface, for utility access & maintenance, and emergency vehicle access and use. Minimum width 12-foot for Public Works, minimum emergency width per BWFR

Asphalt swale for valley section not allowed - drive may be concrete, or concrete drain pan with asphalt pavement. Min drain pan slope 0.6 to 0.7 percent

The access and service road use may limit this overflow grading and depth

Depending on downspout configuration, these south flows may be concentrated. If so, some rundown treatment into the pond will be required.

PREPARED FOR

Dato Investments LLC
PO Box 3290
Parker, CO 80134

No.	Revision	Date	By	Chk

FABRE ENGINEERING Inc.

civil, municipal, urban, land development
2063 Pinon Place
Erie, CO 80516
720-903-0048

BENNETT TOWNHOMES

GRADING & DRAINAGE PLAN

Scale: AS NOTED

Date: 6/9/21

Job No. BEN-01

File No.

Sheet C-2



Steve Hebert <shebert@bennett.co.us>

RE: 300 Bennett Ave Townhomes Final Plat Referral

1 message

Melinda Culley <melinda@kellypc.com>
To: Steve Hebert <shebert@bennett.co.us>
Cc: Sara Aragon <saragon@bennett.co.us>

Wed, Jul 28, 2021 at 2:28 PM

Thanks, Steve.

My only comments on this plat are:

- Plat Note #5 states that the Bennett Ranch Metro District is responsible for maintenance, repair and mosquito control on Tract A, Bennett Crossing Filing No. 1. Is that note relevant to this plat? If so, should it refer to Filing No. 2? Please explain what requires the Metro District to maintain and repair this area. The Non-Exclusive Drainage Easement you provided is with LGI and not the Metro District. It also does not specifically mention mosquito control.

Melinda A. Culley

Kelly PC

999 18th Street, Suite 1450S

Denver, CO 80202

P: (303) 298-1601 x212

F: (303) 298-1627

Cell: (316) 640-1013



***** CONFIDENTIALITY NOTICE *****

This electronic transmission contains information from the law firm of Kelly PC, which may be confidential or protected by the attorney-client privilege, work product doctrine, or both. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by email and delete the original message.

From: Steve Hebert [mailto:shebert@bennett.co.us]

Sent: Wednesday, July 28, 2021 1:51 PM

To: Melinda Culley

Cc: Sara Aragon

Subject: Re: 300 Bennett Ave Townhomes Final Plat Referral

I inadvertently deleted that link. Here it is again:

[300 Bennett Ave Townhomes Final Plat Docs](#)

On Wed, Jul 28, 2021 at 1:29 PM Melinda Culley <melinda@kellypc.com> wrote:

Hi Steve and Sara,

I just tried clicking on the Dropbox links for the 300 Bennett Ave Final Plat and for the Sonic FDP and I received a message saying the files have been deleted. Can you try resending those links?

Thanks.

Melinda A. Culley

Kelly PC

999 18th Street, Suite 1450S

Denver, CO 80202

Page 182

P: (303) 298-1601 x212

F: (303) 298-1627

Cell: (316) 640-1013



***** CONFIDENTIALITY NOTICE *****

This electronic transmission contains information from the law firm of Kelly PC, which may be confidential or protected by the attorney-client privilege, work product doctrine, or both. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by email and delete the original message.

From: Town of Bennett Planning [mailto:planning@bennett.co.us]

Sent: Thursday, July 8, 2021 11:19 AM

To: Steve Hebert; Daniel Giroux; Gabrielle Renner; Victoria Flamini; Daymon Johnson; kmalley@adcogov.org; Caleb Connor; sarah.e.zawatzki@usps.gov; robinp@bsd29j.com; kendrickplanning@gmail.com; Director@bennettrec.org; JGutierrez@summitutilitiesinc.com; GVanderstraten@

summitutilitiesinc.com; Patw@esrta.coop; Brooks Kaufman; Melinda Culley; gburke@jehnwater.com; Robin Price; Adam Peake; admin@i-70reap.com

Cc: Sara Aragon; Rachel Summers

Subject: 300 Bennett Ave Townhomes Final Plat Referral

All,

Below is a Dropbox link to the submittal documents for the proposed 300 Bennett Avenue final plat. We appreciate your review and comments. Please send your comments back via this email address by 5:00 PM July 28, 2021. If you have any questions, please call or email Steve Hebert at the number email address below.

300 Bennett Ave Townhome Referral

Memorandum

To: Steve Hebert, AICP, Bennett Planning & Economic Development Manager

From: Gabrielle Renner, PE PTOE RSP1
Town Traffic Engineer

Date: 8/3/2021

Re: Town Land Use Case 21.21: 300 Bennett Avenue Townhomes Final Plat
Town Traffic Engineering Review

The 300 Bennett Avenue Townhomes Final Plat application materials were submitted on July 8, 2021. The application materials were reviewed, and the following comments have been provided by the Town Traffic Engineer.

- No concerns about vehicle circulation and onsite guest parking will help with parking impacts.
- Is there any internal sidewalks being provided? It would be good to provide sidewalk connections to the Bennett Avenue sidewalks. It is a safety concern to have residents walking on the narrow private drive to access the Town sidewalks. The Town does provide an extensive sidewalk and paths connectivity within the Town.
- There is concern that the driveway cut type might not support emergency vehicles or waste collector vehicles. Please provide additional information for the curb return radii following the Town of Bennett Roadway Design and Construction Standards.
- The Traffic Impact Study (TIS) completed on April 29, 2021, was reviewed. The TIS met the requirements of the Town of Bennett Traffic Study Guidelines.
 - Geometry at the intersection of SH 79 (1st Street) / Bennett Avenue needs to be updated to reflect the new lane configuration shown in **Figure 1**. **Figure 2** shows the lane configuration that will need to be utilized for Year 2025.
 - The TIS indicates the site does provide the adequate mitigation of traffic impacts for the size of the development.

Figure 1: Existing SH 79 (1st Avenue) / Bennett Avenue Lane Configuration

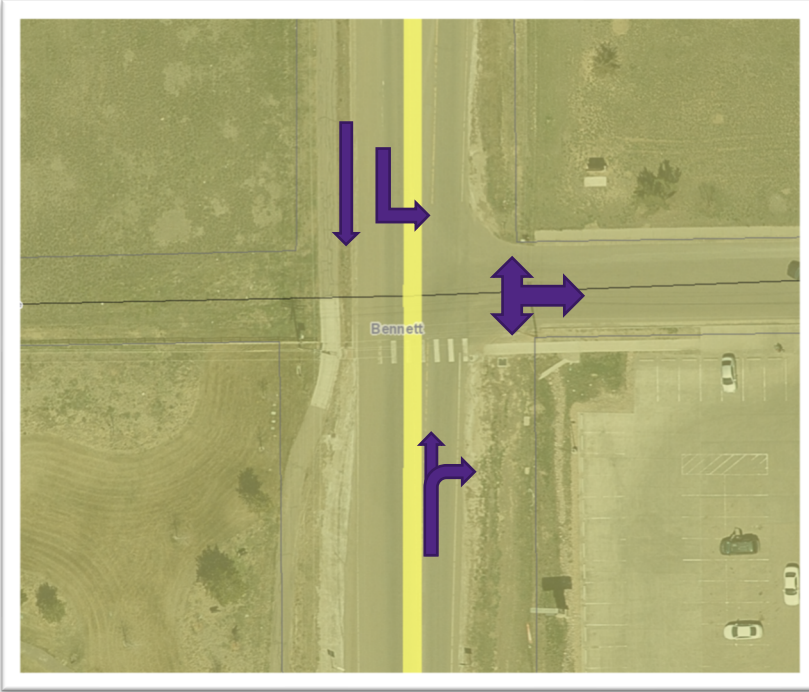
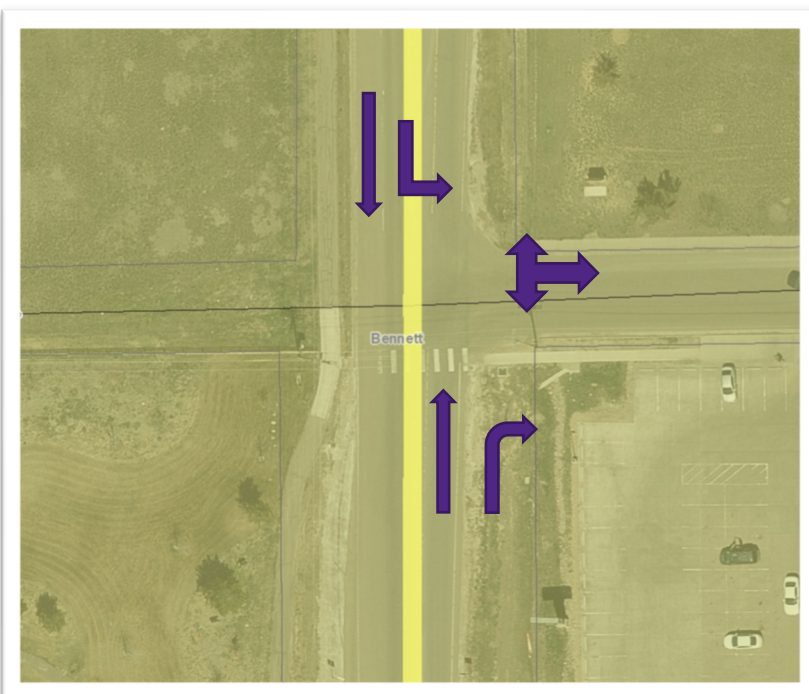


Figure 2: Year 2025 SH 79 (1st Avenue) / Bennett Avenue Lane Configuration



February 4, 2021

Town of Bennett
207 Muegge Way
Bennett, CO 80102

RE: Case No. 21.01 - 300 Bennett Ave – Rezoning

Dear Steve;

Bennett School District 29J is pleased to review the rezoning proposal for 300 Bennett Avenue. The application is for 1.5 acres of land being rezoned from A-2 to R-3 multifamily zoning. The proposal indicates the units will be townhomes. There is a site plan included in the application, but our understanding is that the site plan is not currently under review but will be submitted in the future along with the plat document.

The Application proposes residential development for property located within the School District's boundaries and, therefore, will have an impact on the School District's responsibility to provide adequate school facilities. Consequently, the School Dedication requirements must be met per Division 5 of the Bennett Municipal Code. If the site plan application matches with the attached plan, there will be 20 units with a unit density of 13.33 per acre. Based upon this density, we calculate the following dedication requirements:

Housing Unit Type	Density	Number of Dwelling Units	Elementary		Middle		High		Total	
			Gen Rate	Students	Gen Rate	Students	Gen Rate	Students	Gen Rate	Students
SFD	0-7.49 du/ac		0.36		0.18		0.24		0.775	0
MF/Mid Density	7.5-14.99 du/ac	20	0.17	3.4	0.08	1.6	0.11	2.2	0.364	7.28
MF/High Density	15 du/ac +		0.09		0.04		0.06		0.195	

		M							
Acres per Student	Elementary		Middle		High		Total		
	Number Students	Acres	Number Students	Acres	Number Students	Acres	Number Students	Acres	
0.0597		3.4	0.20	1.6	0.10	2.2	0.13	7.2	0.43

The District will discuss the land dedication requirements with the Developer as the project moves forward anticipating that cash-in-lieu of land will be required due to the project size and location within the District. A development agreement will be drafted with the final plat approval to confirm the school dedication requirements.

Additionally, the site location has the potential to allow families and students to walk or ride to school. Identifying safe pedestrian routes is important for the District, Town and applicant to consider moving forward into the site planning process.

BENNETT SCHOOL DISTRICT 29J

Finally, the District is engaged in a Master Plan update that will result in forecasting growth within the District boundaries and the approximate location of new school sites and associated facilities. We are working with the Town's and Counties to assist in the analysis and planning to ensure the best outcome for the communities moving forward. The majority of our work should be completed the first half of the year. We believe this will have a positive benefit for 300 Bennett Avenue.

The School District respectfully requests the opportunity to amend and supplement this letter, as appropriate, to update the Town Planning Department as to the School Districts' and the Developer's agreements concerning land dedication or cash in-lieu payment as a way to mitigate the impact the development will have on the schools. The District looks forward to working with the developer to address the dedication and safe routes to school as they move through the site planning and platting process.

Sincerely,



Mrs. Robin Purdy
School Superintendent



Mr. Keith Yaich
Chief Financial Officer





Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401

355 4th Street, Bennett, CO 80102

Email: LifeSafety@BennettFireRescue.org

"Striving to Preserve Life and Property"

July 12th, 2021

Steve Hebert

Town Planner

Town of Bennett

Re: 300 Bennett Avenue Townhome Final Plat – Case 21.21

Planner Hebert,

In regards to the submission for 300 Bennett Avenue Townhome Final Plat – Case 21.21, Bennett-Watkins Fire Rescue (BWFR) has the following comments and considerations:

- The developer shall confer with Bennett Fire Protection District and ensure that the proposed development conforms to adopted (IFC) fire code standards.
- The developer shall ensure the proposed municipal water systems pertaining to hydrant distribution fire suppression is adequate to protect the proposed development as well as meet design expectations of both the Town of Bennett as well as Bennett-Watkins Fire Rescue. Considerations for design requirement shall include adopted codes and standards as well as ISO distribution and fire flow requirements.
- The applicant will be required to submit a separate site overview and fire hydrant model exhibit demonstrating the placement and distances of all fire hydrants throughout the development directly to the Fire District. This model will be reviewed for IFC Appendix C compliance. Separate fees and submission for this review are required directly with the Fire District.
- The applicants current utility plans do not reflect adequate fire hydrant coverage for the entire development. The applicant should add additional hydrant(s) along the 26' internal private drive to cover the southernmost townhome structures. The applicant should confer directly with the Fire District to identify an approved hydrant layout prior to plat approval.
- It is recommended that the developer work directly with Bennett-Watkins Fire Rescue, ISO, and Town of Bennett Staff to provide and review information pertaining to the needed fire flows for the proposed development. This information should be vetted against International Fire Code Requirements as well as ISO requirements. It is also likely that this information will also be required by the Town to include for hydraulic system modeling.
- Fire hydrant installation shall conforming to the painting and color coding system outlined in NFPA 291. The developer/install contractor is responsible for ensuring all hydrants are painted conforming to the TOB/BWFR standards.
- The proposed attached development sketch plan shows streets that may include on-street parking. The design also utilizes two curves at the end of the main road inside the development. BWFR is requesting that the developer provide a modeling exhibit based on fire apparatus design criteria showing adequate widths and turning radius.

- The entire 26' private concrete drive shall be identified, signed, and marked as a fire lane in accordance with IFC appendix D and no-on street parking shall be allowed at any time. On-street parking is allowable along Bennett Ave.
- Areas of the development that include wildland-urban interface, greenbelts, or other open space areas are of particular concern for the Fire District. BWFR is interested in working with the developer to ensure that adequate access is provided to these areas should there be a need for vehicle access for wildfire suppression. As each development is unique, it is recommended that the developer work directly with BWFR to examine these interface areas and determine what access and service needs exist.
- Development access requirements are based on the adopted fire code applicable to the development. Two BWFR approved access points are required after the 30th dwelling unit is constructed. These access points are required to follow the remoteness guidelines, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. The only exception to this requirement is if all dwelling units are constructed with approved automatic sprinkler systems and approved by BWFR.
- BWFR will incur unmet capital costs associated with new development. To address the needs of this unmet capital cost, BWFR has partnered with the Town to enact a development fee policy which establishes fees due for all new types of development. It is likely that fees will apply to the new proposed development. If the developer has additional questions or concerns regarding Fire District development fees or policies, they can contact the District Office at 303-644-3572.

Thank You



Caleb J. Connor
Fire Marshal
Life Safety Division
Bennett-Watkins Fire Rescue
303-644-3572 - Headquarters / 720-893-7672 - Direct
www.BennettFireRescue.org



Steve Hebert <shebert@bennett.co.us>

RE: Bennett Townhomes - revised site plan

1 message

Caleb J. Connor <CalebConnor@bennettfirerescue.org>

Mon, Sep 13, 2021 at 8:29 AM

To: Chad Fabre <cfabre@fabreeng.com>

Cc: Victoria Flamini <VictoriaFlamini@bennettfirerescue.org>, "Daniel P. Giroux" <dangiroux@terramax.us>, Steve Hebert <shebert@bennett.co.us>, Sara Aragon <saragon@bennett.co.us>

Chad,

Sorry I am a little behind in getting you some answers on these. Please see my comments in red below.

**Caleb J. Connor****Battalion Chief - Fire Marshal****Life Safety Division****Bennett-Watkins Fire Rescue****303-644-3572 - Headquarters / 720-893-7672 - Direct****www.BennettFireRescue.org**

This email and any files transmitted with it may contain PRIVILEGED or CONFIDENTIAL information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing, or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply email or contact the sender at the number listed.

From: Chad Fabre <cfabre@fabreeng.com>**Sent:** Friday, August 27, 2021 10:17 AM**To:** 'Caleb J. Connor' <CalebConnor@BennettFireRescue.org>**Subject:** Bennett Townhomes - revised site plan

Caleb,

Attached is an updated Site plan for the Bennett townhomes. I have a few questions on your comments per my call yesterday.

- Drive dimensions ok – Drive dimensions appear to be adequate. My concern however is that the private drive is shows as 26'. The apparatus design demonstration uses the entire street to function. This would mean there would be no on-street parking allowed on either side of the street. Was this your intention? That seems like it could be problematic for enforcement?
- Review new hydrant location – I think that hydrant location will work, however I think you will need to add an additional hydrant on the opposite end of the street as well. This is based on the IFC requirements that 2 hydrants with a sustained fire flow of 2000gpm is required for this type of building when non-sprinkled.

Page 191*B105.1 One- and two-family dwellings, Group R-3 and R-4*

buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) and B105.1(2).

Assuming the buildings are 5,497sqft and Type V, fire flow is 2000gpm over 2 hours. Appendix C requires 2 hydrants for 2000gpm flow at 450 foot max spacing. The existing hydrants on Bennett Ave don't really count because they're on a totally different street and don't adequately cover the buildings on the south side of the private drive.

- Truck turn model – See comments on drive dimensions above.
- Fire Lane signing – Fire lane signing must comply with IFC Appendix D 103.6. See attached PDF for sign design requirements. Additionally, based on my comments above, the entire private drive would need to be a fire lane with no on-street parking allowed.

Please call me back when you get a chance.

Thanks,

Chad C. Fabre, PE

FABRE ENGINEERING Inc

2063 Pinon Pl, Erie, CO 80516

720-903-0048

www.fabreeng.com

2 attachments



image001.jpg
22K



2018 International Fire Code - Appendix D.pdf
134K

LOT / TRACT SUMMARY

Area	Sq. Feet	Acres
LOT 1	2,667	0.061
LOT 2	2,400	0.055
LOT 3	2,856	0.066
LOT 4	2,856	0.066
LOT 5	2,400	0.055
LOT 6	2,856	0.066
LOT 7	2,856	0.066
LOT 8	2,400	0.055
LOT 9	2,880	0.066
LOT 10	2,885	0.066
LOT 11	2,400	0.055
LOT 12	2,760	0.063
LOT 13	2,760	0.063
LOT 14	2,400	0.055
LOT 15	2,400	0.055
LOT 16	2,760	0.063
LOT 17	2,760	0.063
LOT 18	2,400	0.055
LOT 19	2,400	0.055
LOT 20	2,880	0.066
TRACT A	1,899	0.044
TRACT B	10,526	0.242
Total	65,400	1.501

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND SHOWN IN THIS FINAL PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34;
THENCE NORTH 89°02'47" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°02'47" EAST A DISTANCE OF 300.00 FEET;
THENCE DEPARTING SAID NORTH LINE SOUTH 00°57'13" EAST A DISTANCE OF 218.00 FEET;
THENCE SOUTH 89°02'47" EAST A DISTANCE OF 300.00 FEET;
THENCE NORTH 00°57'13" WEST A DISTANCE OF 218.00 FEET TO A POINT ON SAID NORTH LINE AND THE POINT OF BEGINNING,

CONTAINING ±64,00 SQ FEET OR ±1.501 ACRES MORE OR LESS.

HAS LAID OUT, SUBDIVIDED, AND INSTALLED SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUB-DIVIDER AND ARRANGEMENTS MADE BY THE SUB-DIVIDER, THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT, COLORADO.

OWNERSHIP CERTIFICATE

FOR: DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: DAVID STOCKMAN, ITS MANAGER DATE

NOTARY ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS DAY OF 20 BY DAVID STOCKMAN AS MANAGER OF DATO INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ADDRESS OF NOTARY:

FINAL PLAT
BENNETT AVENUE TOWNHOMES - FILING NO. 1

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

LENDER CONSENT

THE UNDERSIGNED AS THE BENEFICIARY OF A DEED OF TRUST RECORDED WITH THE ADAMS COUNTY CLERK AND RECORDER AT AND THAT CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF THE STREETS, AVENUES, EASEMENTS, TRACTS AND OTHER PUBLIC PLACES DEDICATED TO THE TOWN OF BENNETT AS SHOWN ON THIS FINAL PLAT OF BENNETT AVENUE TOWNHOMES, AND HEREBY FOREVER RELEASES SAID LANDS FROM SUCH LIEN.

, LENDER

NOTARY ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF 20 BY

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

PLAT NOTES

- THIS PLAT CONTAINS 20 MULTI-FAMILY LOTS AND TWO TRACTS, AS SHOWN IN THE LOT/TRACT SUMMARY ON THIS SHEET OF THIS PLAT DOCUMENT.
- THE STORM WATER DETENTION FACILITY IS ON BENNETT CROSSING FILING NO. 2.
- SHOWN HEREON (WITHIN AN EASEMENT GRANTED TO THE TOWN OF BENNETT FOR SUCH PURPOSE) SHALL BE CONSTRUCTED AND MAINTAINED BY THE METRO DISTRICT AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS. THE TOWN HAS THE RIGHT TO ENTER THE PROPERTY TO CONDUCT PERIODIC INSPECTIONS OF THE DRAINAGE FACILITIES. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID METRO DISTRICT, THE TOWN OF BENNETT SHALL, WITHOUT WAIVING ANY OTHER RIGHTS AVAILABLE TO IT, SHALL HAVE THE RIGHT TO PERFORM THE NECESSARY WORK, THE COST OF WHICH SAID METRO DISTRICT, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.
- NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREA WILL BE MADE WITHOUT THE APPROVAL OF THE TOWN OF BENNETT.
- THE BENNETT RANCH METROPOLITAN DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR, AS WELL AS MOSQUITO CONTROL, OF PARKS, OPEN SPACE AND TRAILS ON TRACT A, BENNETT CROSSING FILING NO. 1.
- TRACT A AND TRACT B ARE FOR PARKING AND ACCESS AND UTILITY EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE BENNETT AVENUE TOWNHOMES HOME OWNERS ASSOCIATION.
- THE TOWN OF BENNETT IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF PRIVATE COVENANTS, CONDITIONS AND RESTRICTIONS. THE HOMEOWNERS ASSOCIATION SHALL BE CREATED AND IN PLACE PRIOR TO RECORDING OF THIS PLAT.
- A BLANKET DRAINAGE EASEMENT, EXCLUDING BUILDING FOOTPRINTS AND EXCLUSIVE EASEMENTS, IS HEREBY GRANTED TO AND BETWEEN ALL LOTS WITHIN THE SUBDIVISION FOR THE PURPOSES OF CONVEYING SURFACE AND SUBSURFACE STORMWATER, CONSTRUCTION, MAINTENANCE, REPAIR AND ACCESS TO THE IMPROVEMENTS. THE UNDERLYING PROPERTY OWNER OR ASSIGNS WILL BE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA.
- FOR SUBDIVISION BOUNDARY MONUMENTATION, MINIMUM STANDARDS FOR MONUMENTS MUST CONFORM TO THE COLORADO REVISED STATUTES 2017, MONUMENTATION OF SUBDIVISIONS, CRS 38-51-105.
- IF A SUBDIVISION BOUNDARY CORNER FALLS WITHIN DEDICATED STREET RIGHT-OF-WAY, THE MONUMENT SHALL BE PLACED 6-INCHES BELOW THE SURFACE OF THE PAVEMENT IN A MONUMENT BOX. THE TOP OF THE BOX SHALL BE SET FLUSH WITH THE SURFACE OF THE PAVEMENT.
- NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT UNTIL ALL PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AS REQUIRED BY THE SUBDIVISION AGREEMENT.
- EXPANSIVE SOILS ARE KNOWN TO EXIST ON THE SITE. WHERE THESE CONDITIONS ARE FOUND TO EXIST, THE RECOMMENDATIONS OF A QUALIFIED GEOTECHNICAL ENGINEER SHALL BE FOLLOWED IN THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS, AND FOUNDATIONS AND FOOTINGS FOR STRUCTURES.

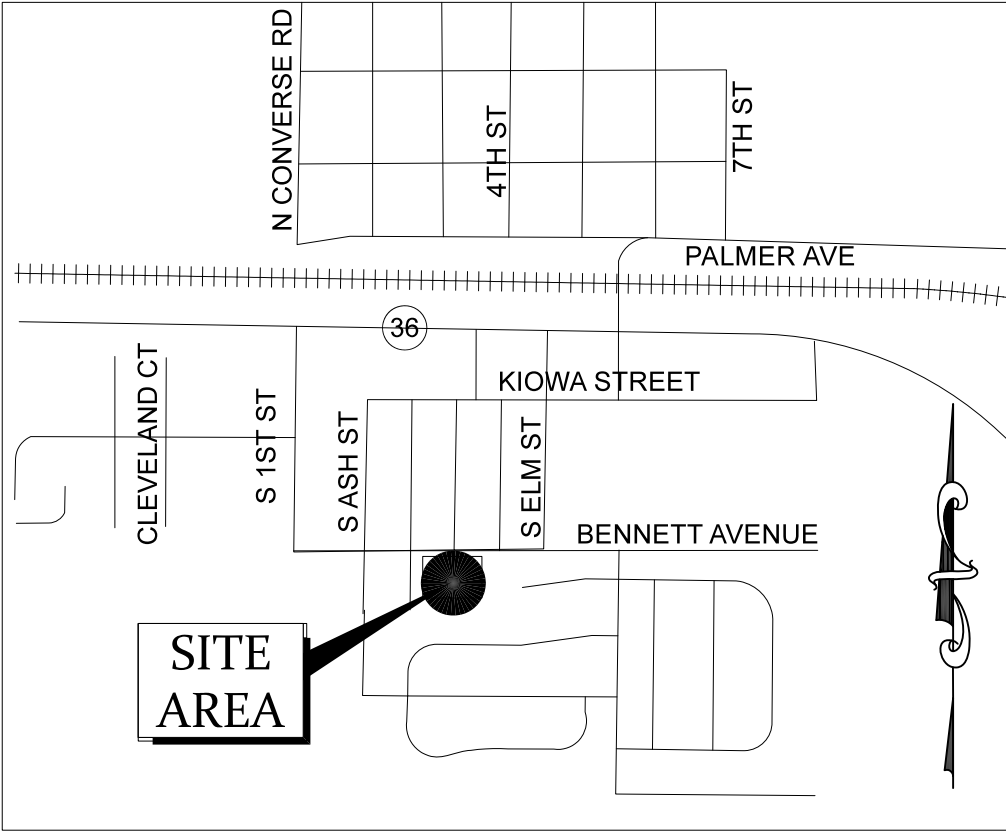
ADD NOTE: MONUMENTS, ORNAMENTAL COLUMNS, WINDOW WELLS, COUNTERFORTS, PATIOS, DECKS, RETAINING WALLS AND THEIR COMPONENTS ARE NOT PERMITTED TO ENCROACH INTO UTILITY EASEMENTS

B

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT O'CLOCK M. ON THIS DAY OF 2021 A.D. BY RESOLUTION NO. AND THAT THE MAYOR OF THE TOWN OF BENNETT HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK



VICINITY MAP
Not to scale

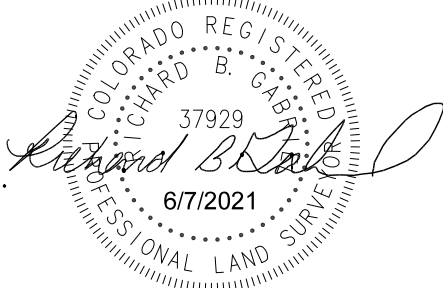
SURVEYOR'S NOTES

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON FIDELITY NATIONAL TITLE COMPANY COMMITMENT NO. F0699390-122-V00, WITH AN EFFECTIVE DATE OF JANUARY 7, 2021.
- FLOOD ZONE DESIGNATION: THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FEMA F.I.R.M. MAP 08001C0718H, WITH AN EFFECTIVE DATE OF MARCH 5, 2007.
- FIELD SURVEY COMPLETION DATE: MAY 18, 2021.
- UNIT OF MEASUREMENT: U.S. SURVEY FOOT.
- ALL INTERIOR STREETS WITHIN THIS FINAL PLAT ARE HEREBY DEDICATED TO THE TOWN OF BENNETT PER THIS FINAL PLAT.
- NON-EXCLUSIVE 5-FOOT, 6-FOOT 10-FOOT AND 15-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- BASIS OF BEARINGS: BEING THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 34 BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "LS# 25379" AT THE NORTH 1/4 CORNER OF SAID SECTION 34 BY A SET 2 1/2" DIAMETER ALUMINUM MONUMENT ON A 3/4" REBAR STAMPED "LS# 30127" FOR A DISTANCE OF 2642.90 FEET AS SHOWN HEREON.
- THE SUBJECT PROPERTY CONTAINS ±65,400 SQUARE FEET OR ±1.501 ACRES OF LAND.

SURVEYOR'S CERTIFICATE

I, RICHARD B. GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON MAY 18, 2021, THAT THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND THAT ALL NOTES, DIMENSIONS AND IMPROVEMENTS ARE CORRECTLY SHOWN HEREIN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD B. GABRIEL, P.L.S.
Colorado License No. 37929
For and on behalf of
Power Surveying Company, Inc.



COUNTY CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT O'CLOCK M. ON THIS DAY OF 20

RECEPTION NUMBER

CLERK AND RECORDER

DEPUTY

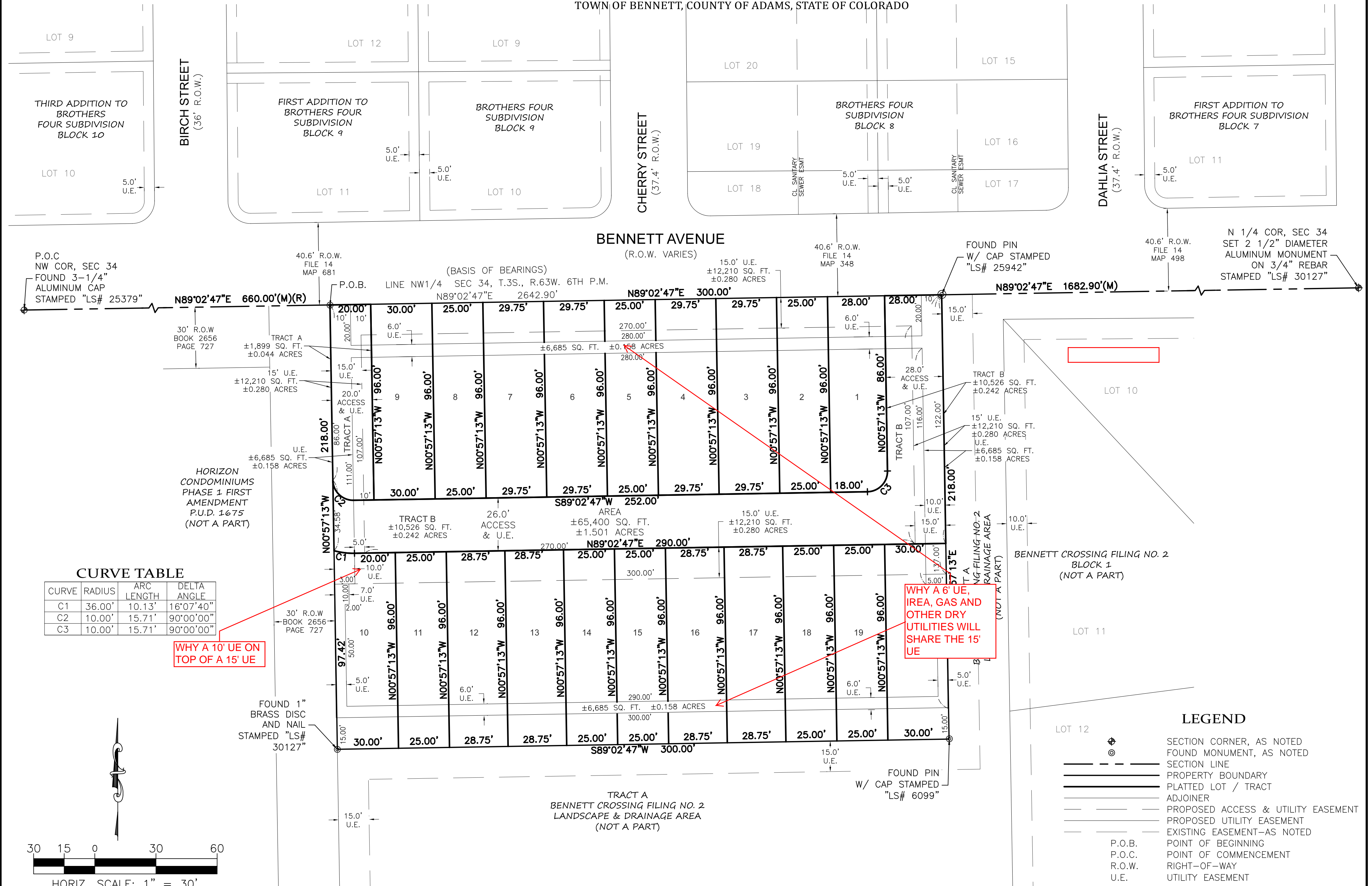



TYPE OF SUBMITTAL:	SUBDIVISION PLAT
PREPARATION DATE:	MAY 22, 2021
REVISION DATE:	JUNE 3, 2021
REVISION DATE:	JUNE 7, 2021
DRAWN BY: LMR	REVIEWED BY: RBG
JOB NO. 21-116	DWG: 21-116.dwg

SHEET 1 OF 2

FINAL PLAT BENNETT AVENUE TOWNHOMES - FILING NO. 1

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO



	TYPE OF SUBMITTAL:	SUBDIVISION PLAT
	PREPARATION DATE:	MAY 22, 2021
	REVISION DATE:	JUNE 3, 2021
	REVISION DATE:	JUNE 7, 2021
	DRAWN BY: LMR	REVIEWED BY: RBG
JOB NO. 21-116		DWG: 21-116.dwg



April 29, 2021

Mr. David Stockman
Dato Investments, LLC
PO Box 3290
Parker, CO 80134

Re: 300 Bennett
Access Category I
Traffic Memorandum
Bennett, CO
LSC #210430

Dear Mr. Stockman:

In response to your request, LSC Transportation Consultants, Inc. has prepared this Access Category I Traffic Memorandum for the proposed 300 Bennett residential development. As shown on Figure 1, the site is located south of Bennett Avenue and east of Birch Street in Bennett, Colorado.

REPORT CONTENTS

The report contains the following: the existing roadway and traffic conditions in the vicinity of the site including the lane geometries, traffic controls, posted speed limits, etc.; the existing weekday peak-hour traffic volumes; the existing daily traffic volumes in the area; an adjustment of the existing traffic for the ongoing pandemic; the typical weekday site-generated traffic volume projections for the site; the assignment of the projected traffic volumes to the area roadways; the projected short-term background and resulting total traffic volumes on the area roadways; the site's projected traffic impacts; and any recommended roadway improvements to mitigate the site's traffic impacts.

LAND USE AND ACCESS

The site is proposed to include 20 townhome dwelling units. Access is proposed to Bennett Avenue in two locations as shown in the conceptual site plan in Figure 2.

ROADWAY AND TRAFFIC CONDITIONS

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **Bennett Avenue** is an east-west, two-lane roadway north of the site. The intersection with State Highway 79 is stop-sign controlled.
- **SH 79 (1st Street)** is a north-south, two-lane state highway west of the site that is classified as a non-rural highway (NR-B) by CDOT. The CDOT straight line diagram is attached. The intersection with Bennett Avenue is stop-sign controlled. The posted speed limit in the vicinity of the site is transitioning between 35 and 45 mph. The existing SH 79 alignment is expected to be shifted to the east by 2040 per the preferred realignment from the *SH 79 and Kiowa-Bennett Corridor PEL Study* by CDOT.

Existing Traffic Conditions

Figure 3a shows the existing November, 2020 lane geometries, traffic controls, posted speed limits, and traffic volumes in the site's vicinity on a typical weekday. The weekday peak-hour traffic volumes and daily traffic counts are from the attached traffic counts conducted by Counter Measures in November, 2020 for the December, 2020 *Worthman Acres TIA* by LSC. Figure 3a from the TIA is attached for reference.

Adjustment for the Ongoing Pandemic

The volumes in Figure 3b are based on attached Figure 3b from the December, 2020 *Worthman Acres TIA* by LSC.

2025 Background Traffic

Figure 4 shows the estimated 2025 background traffic which are based on the 2025 total traffic volumes from attached Figure 8 from the December, 2020 *Worthman Acres TIA* by LSC.

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from *Trip Generation, 10th Edition, 2017* by the Institute of Transportation Engineers (ITE) for the proposed land use.

The site is projected to generate about 146 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 2 vehicles would enter and about 7 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 7 vehicles would enter and about 4 vehicles would exit.

TRIP DISTRIBUTION

Figure 5 shows the estimated 2025 directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site's proposed land use.

TRIP ASSIGNMENT

Figure 6 shows the estimated 2025 site-generated traffic volumes based on the 2025 directional distribution percentages (from Figure 5) and the trip generation estimate (from Table 2).

2025 TOTAL TRAFFIC

Figure 7 shows the 2025 total traffic which is the sum of the 2025 background traffic volumes (from Figure 4) and the 2025 site-generated traffic volumes (from Figure 6). Figure 7 also shows the recommended 2025 lane geometry and traffic control.

PROJECTED LEVELS OF SERVICE

Level of service (LOS) is a quantitative measure of the level of congestion or delay at an intersection. Level of service is indicated on a scale from “A” to “F.” LOS A is indicative of little congestion or delay and LOS F is indicative of a high level of congestion or delay. Attached are specific level of service definitions for unsignalized intersections.

The intersections in Figure 7 were analyzed to determine the 2025 total levels of service. Table 2 shows the level of service analysis results. The level of service reports are attached.

- **Bennett Avenue/West Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “A” during both morning and afternoon peak-hours through 2025.
- **Bennett Avenue/East Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “A” during both morning and afternoon peak-hours through 2025.

CONCLUSIONS AND RECOMMENDATIONS

Trip Generation

1. The site is projected to generate about 146 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, about 2 vehicles would enter and about 7 vehicles would exit the site. During the afternoon peak-hour, about 7 vehicles would enter and about 4 vehicles would exit.

Projected Levels of Service

2. All movements at the intersections analyzed are expected to operate at LOS “A” during both morning and afternoon peak-hours through 2025.

Conclusions


3. The impact of the 300 Bennett residential development site can be accommodated without constructing turn lanes at the site access intersections.

We trust our findings will assist you in gaining approval of the proposed 300 Bennett residential development. Please contact me if you have any questions or need further assistance.

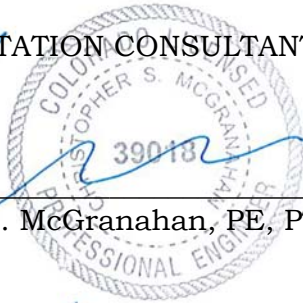
Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By



Christopher S. McGranahan, PE, PTOE
Principal



CSM/wc

4-29-21

Enclosures: Tables 1 and 2
Figures 1 - 7
SH 79 Straight Line Diagram
Traffic Count Reports
Figures 3a, 3b, and 8 from December, 2020 *Worthman Acres TIA* by LSC
Level of Service Definitions
Level of Service Reports

W:\LSC\Projects\2021\210430-300-Bennett\Report\300-Bennett-042921.wpd

Table 1
ESTIMATED TRAFFIC GENERATION
300 Bennett
Bennett, CO
LSC #210430; April, 2021

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾					Total Trips Generated				
		Average Weekday	AM Peak-Hour		PM Peak-Hour		Average Weekday	AM Peak-Hour		PM Peak-Hour	
			In	Out	In	Out		In	Out	In	Out
CURRENTLY PROPOSED LAND USE											
Townhomes ⁽²⁾	20 DU ⁽³⁾	7.32	0.106	0.354	0.353	0.207	146	2	7	7	4

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 10th Edition, 2017.
- (2) ITE Land Use No. 220 - Multifamily Housing (Low-Rise)
- (3) DU = Dwelling Unit

Table 2
Intersection Levels of Service Analysis
300 Bennett
Bennett, CO
LSC #210430; April, 2021

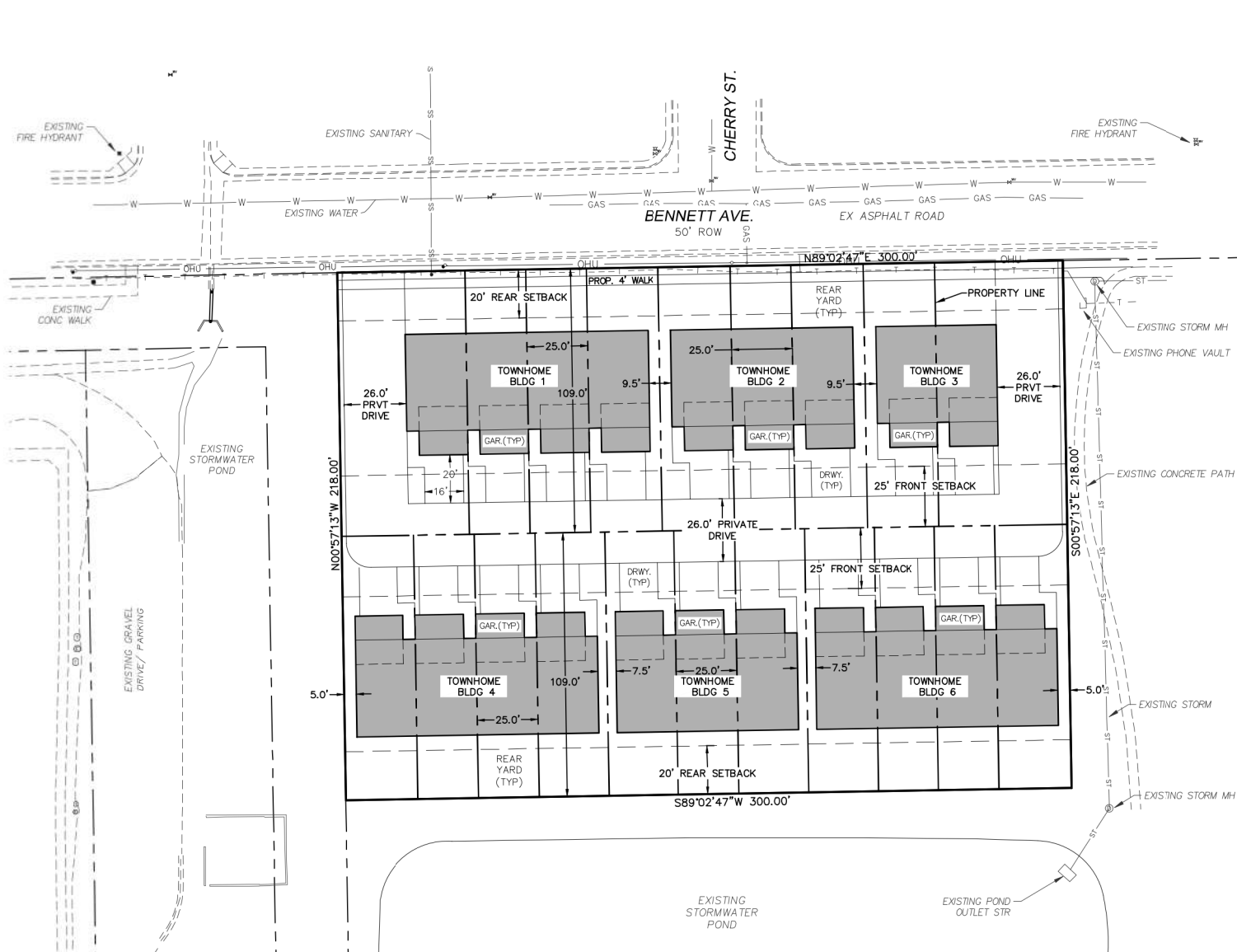
Intersection Location	Traffic Control	2025 Total Traffic	
		Level of Service AM	Level of Service PM
<u>Bennett Avenue/West Site Access</u>	TWSC		
NB Approach		A	A
WB Left/Through		A	A
Critical Movement Delay		9.3	9.5
<u>Bennett Avenue/East Site Access</u>	TWSC		
NB Approach		A	A
WB Left/Through		A	A
Critical Movement Delay		9.0	9.4



Figure 1

Vicinity Map

300 Bennett (LSC #210430)

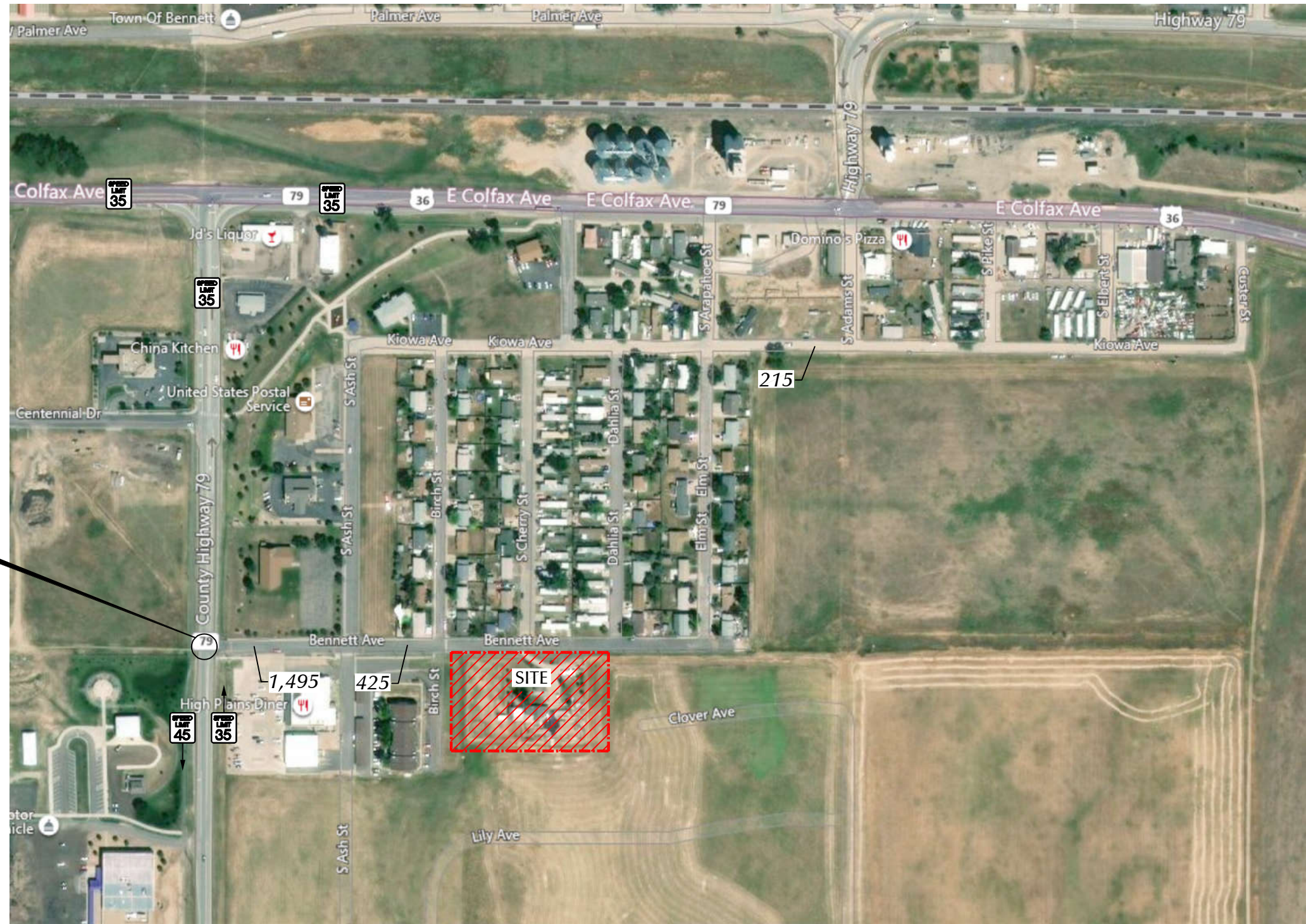
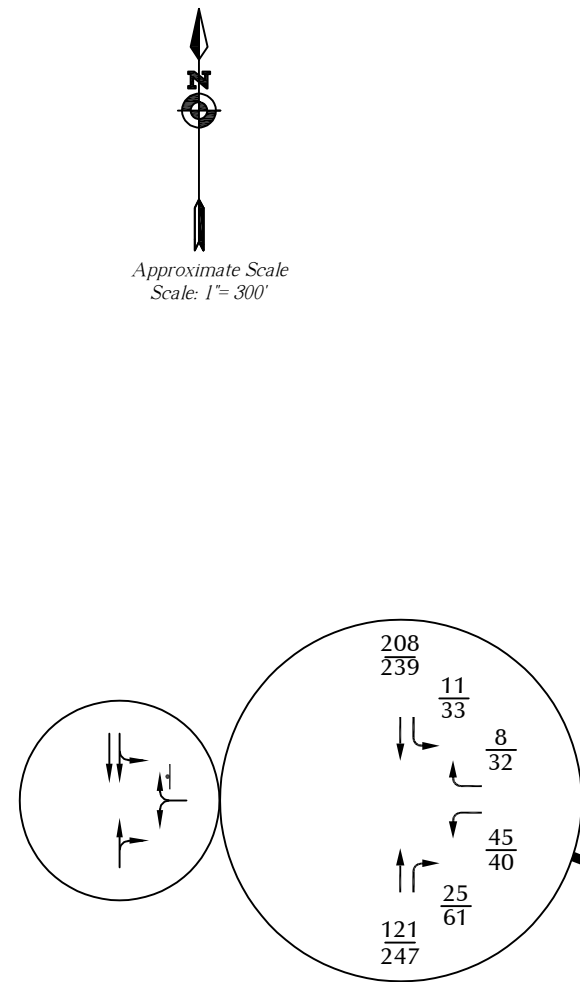


Approximate Scale
Scale: NTS

Figure 2

Site Plan

300 Bennett (LSC #210430)



Note: These volumes are based on Figure 3a of the December, 2020 Worthman Acres TIA by LSC.

LEGEND:




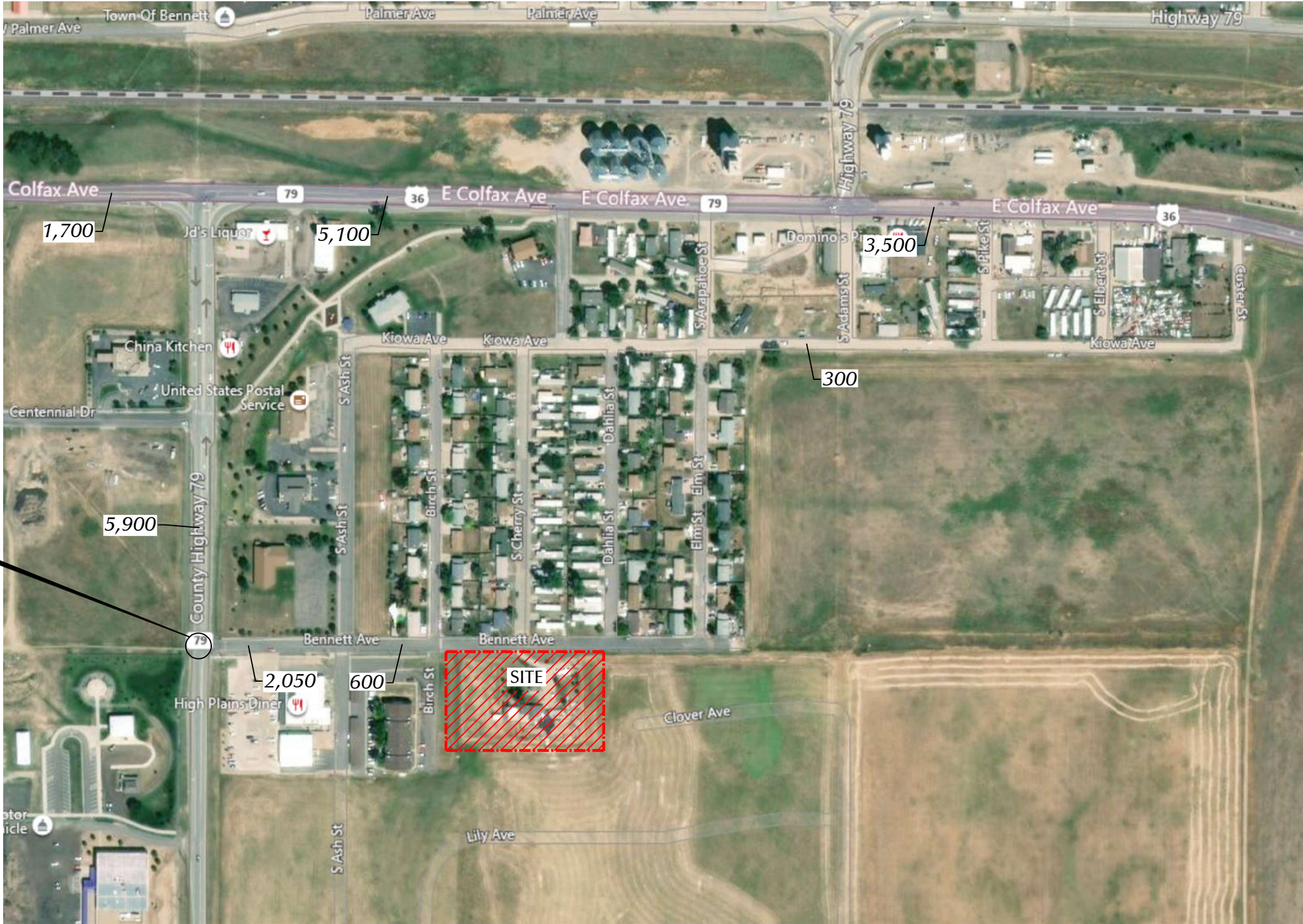
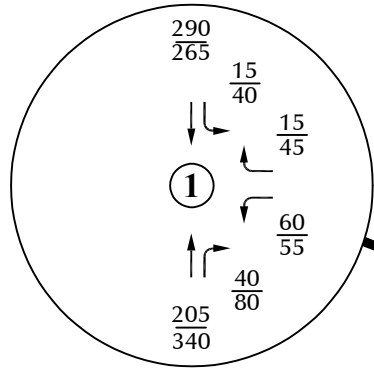
-  = Stop Sign
-  = Traffic Signal
-  = Speed Limit
- $\frac{26}{35}$ = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1,000 = Average Daily Traffic



Figure 3a
*November 2020 Existing Traffic,
Lane Geometry and Traffic Control*
300 Bennett (LSC #210430)



Approximate Scale
Scale: 1" = 300'

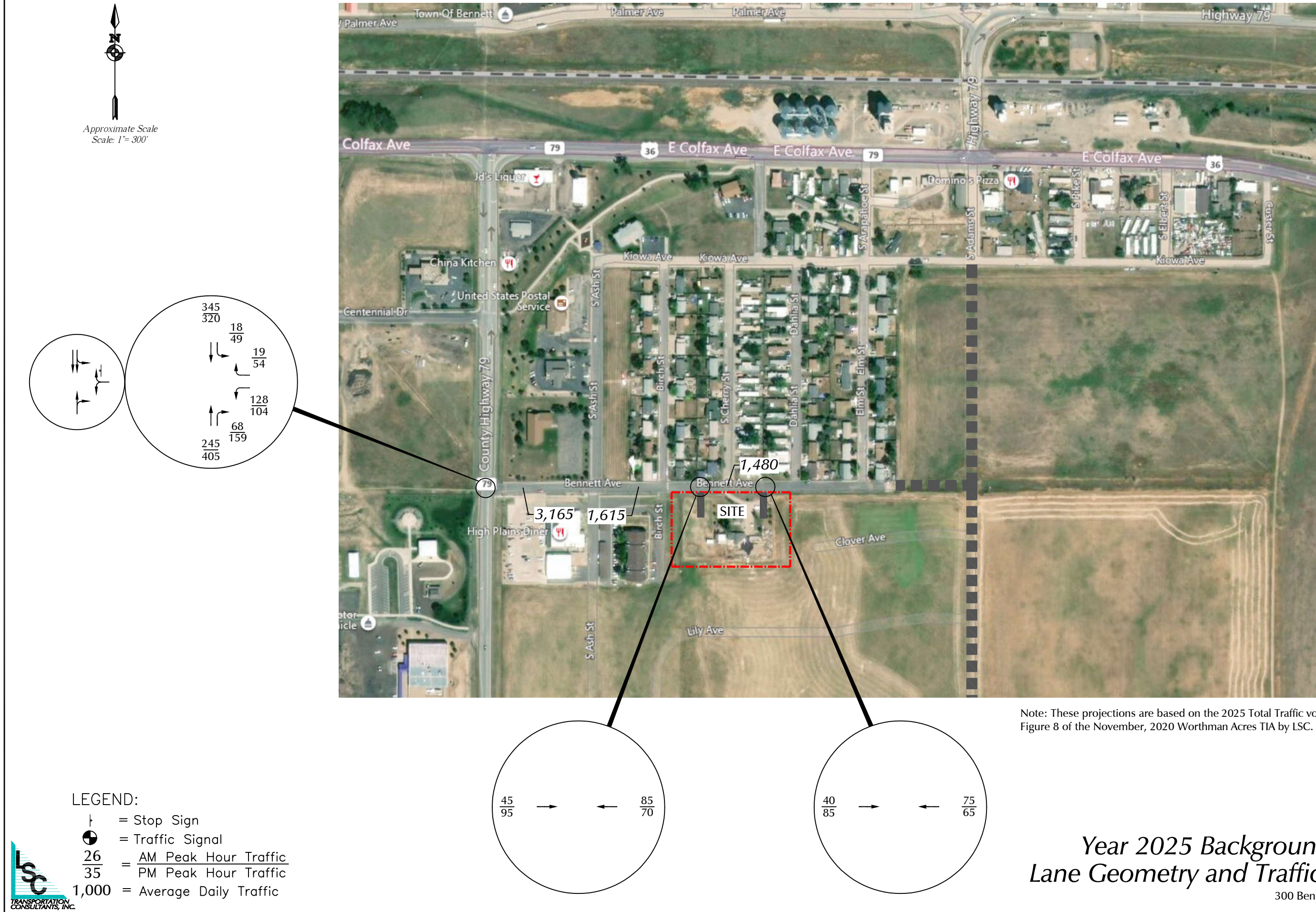


Note: These volumes are based on Figure 3b of the December, 2020
Worthman Acres TIA by LSC.



LEGEND:
 $\frac{26}{35}$ = AM Peak Hour Traffic
 = PM Peak Hour Traffic
1,000 = Average Daily Traffic

Figure 3b
*Existing Traffic Volumes
Adjusted for Pandemic*
300 Bennett (LSC #210430)





Approximate Scale
Scale: 1"=600'

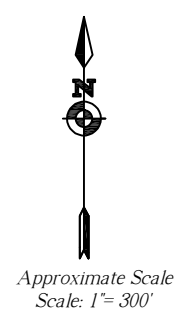
Figure 5

LEGEND:

65% = Percent Directional
Distribution

Directional Distribution of Site-Generated Traffic

300 Bennett (LSC #210430)



LEGEND:
 $\frac{26}{35}$ = AM Peak Hour Traffic
 = PM Peak Hour Traffic
1,000 = Average Daily Traffic

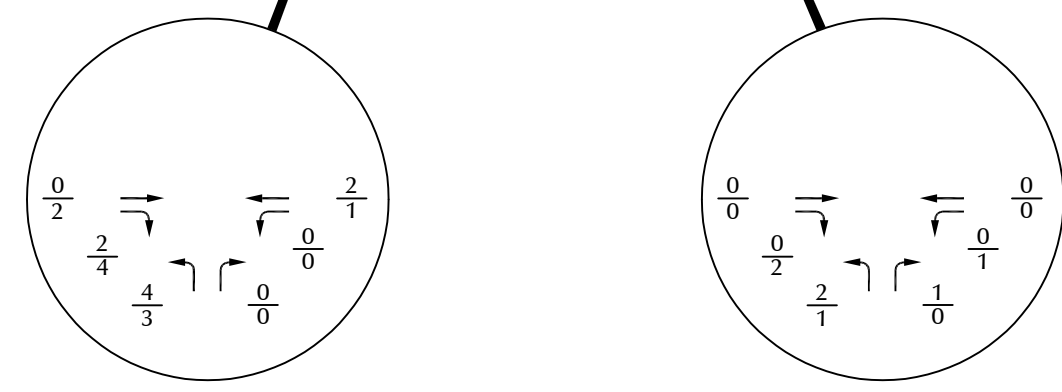


Figure 6
**2025 Assignment of
Site-Generated Traffic**
300 Bennett (LSC #210430)



Approximate Scale
Scale: 1" = 300'



LEGEND:



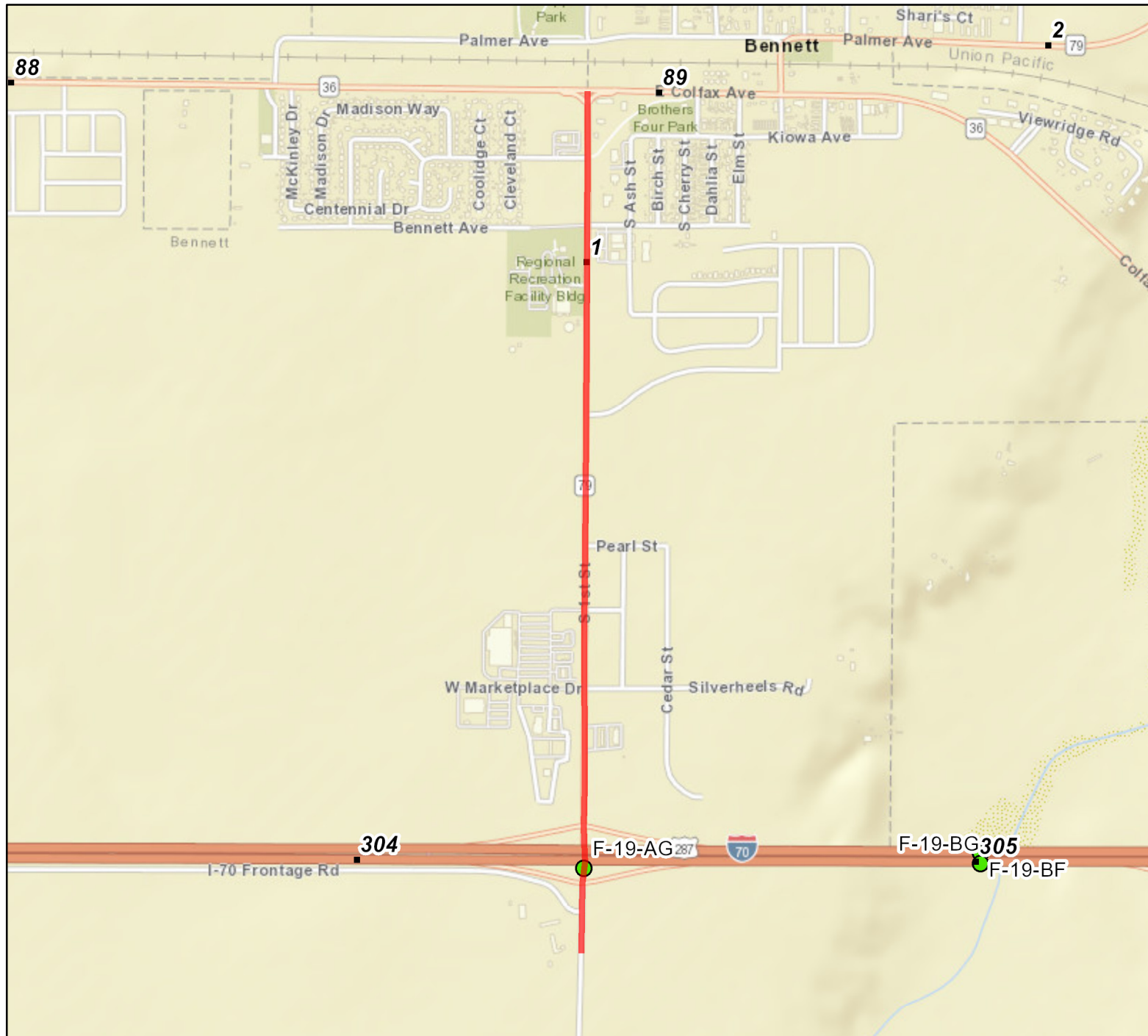
-  = Stop Sign
-  = Traffic Signal
- $\frac{26}{35}$ = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1,000 = Average Daily Traffic



Figure 7
**Year 2025 Total Traffic,
Lane Geometry and Traffic Control**
300 Bennett (LSC #210430)

Route 079A From 0 to 2



Legend

Route

Milepoint

Structures

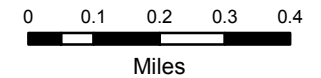
Major Structure

Minor Structure

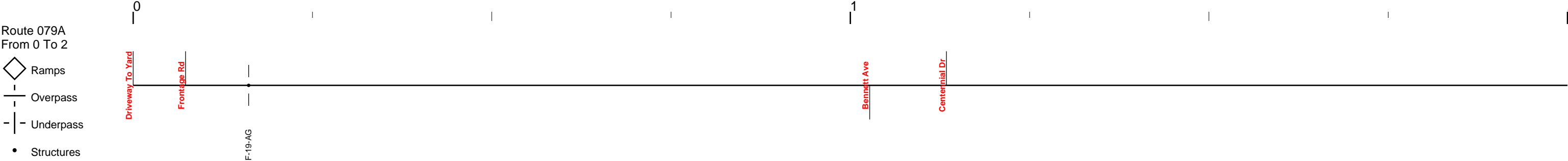
Created:

Date: 4/28/2021

Time: 2:26:00 PM



The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining "fitness for use".



CLASSIFICATION

Access Control	NR-B: Non-Rural Arterial		
Functional Class	5 Major Collector		
Highway Designation	SH		

SAFETY

Primary Speed Limit	45		35
---------------------	----	--	----

TRAFFIC

AADT	6600	11000	5900
V/C Ratio 20	0.44	1.08	0.57
Year 20 Factor	1.71	2.07	1.68

It may appear that information is missing from the straight line diagram. If so, reduce the number of miles/page and re-submit the request.

COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: 1ST STREET
E/W STREET: BENNETT AVENUE
CITY: BENNETT
COUNTY: ADAMS

File Name : 1STBENN
Site Code : 00000022
Start Date : 11/18/2020
Page No : 1

Groups Printed- VEHICLES

	1ST STREET Southbound				BENNETT AVENUE Westbound				1ST STREET Northbound				Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	1	39	0	0	10	0	1	0	0	18	3	0	0	0	0	0	72
06:45 AM	1	44	0	0	9	0	3	0	0	32	7	0	0	0	0	0	96
Total	2	83	0	0	19	0	4	0	0	50	10	0	0	0	0	0	168
07:00 AM	1	37	0	0	9	0	1	0	0	35	5	1	0	0	0	0	89
07:15 AM	2	53	0	2	13	0	4	0	0	32	5	0	0	0	0	0	111
07:30 AM	3	58	0	0	11	0	2	0	0	28	5	0	0	0	0	1	108
07:45 AM	2	53	0	1	14	0	1	0	0	38	10	0	0	0	0	0	119
Total	8	201	0	3	47	0	8	0	0	133	25	1	0	0	0	1	427
08:00 AM	4	44	0	0	7	0	1	0	0	23	5	0	0	0	0	0	84
08:15 AM	3	43	0	1	12	0	3	0	0	25	5	0	0	0	0	0	92
Total	7	87	0	1	19	0	4	0	0	48	10	0	0	0	0	0	176
04:00 PM	8	47	0	0	20	0	4	0	0	52	19	0	0	0	0	0	150
04:15 PM	4	55	0	1	14	0	6	0	0	53	18	0	0	0	0	0	151
04:30 PM	5	50	0	0	14	0	8	0	0	64	10	0	0	0	0	0	151
04:45 PM	4	70	0	5	13	0	6	0	0	65	22	0	0	0	0	0	185
Total	21	222	0	6	61	0	24	0	0	234	69	0	0	0	0	0	637
05:00 PM	12	58	0	1	8	1	9	0	0	54	16	0	0	0	0	0	159
05:15 PM	12	61	0	0	5	0	9	0	0	64	13	0	0	0	0	0	164
05:30 PM	4	51	0	3	7	1	5	0	0	70	15	0	0	0	0	0	156
05:45 PM	9	40	0	1	8	0	7	0	0	67	19	0	0	0	0	0	151
Total	37	210	0	5	28	2	30	0	0	255	63	0	0	0	0	0	630
Grand Total	75	803	0	15	174	2	70	0	0	720	177	1	0	0	0	1	2038
Apprch %	8.4	89.9	0.0	1.7	70.7	0.8	28.5	0.0	0.0	80.2	19.7	0.1	0.0	0.0	0.0	100.0	
Total %	3.7	39.4	0.0	0.7	8.5	0.1	3.4	0.0	0.0	35.3	8.7	0.0	0.0	0.0	0.0	0.0	

COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: 1ST STREET
E/W STREET: BENNETT AVENUE
CITY: BENNETT
COUNTY: ADAMS

File Name : 1STBENN
Site Code : 00000022
Start Date : 11/18/2020
Page No : 2

	1ST STREET Southbound					BENNETT AVENUE Westbound					1ST STREET Northbound					Eastbound					
Start Time	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Int. Total
Peak Hour From 07:15 AM to 08:00 AM - Peak 1 of 1																					
Intersection	07:15 AM																				
Volume	11	208	0	3	222	45	0	8	0	53	0	121	25	0	146	0	0	0	1	1	422
Percent	5.0	93.7	0.0	1.4		84.9	0.0	15.1	0.0		0.0	82.9	17.1	0.0		0.0	0.0	0.0	100.0		
07:45 Volume	2	53	0	1	56	14	0	1	0	15	0	38	10	0	48	0	0	0	0	0	119
Peak Factor																					0.887
High Int. Volume	07:30 AM					07:15 AM					07:45 AM					07:30 AM					
Peak Factor	3	58	0	0	61	13	0	4	0	17	0	38	10	0	48	0	0	0	1	1	

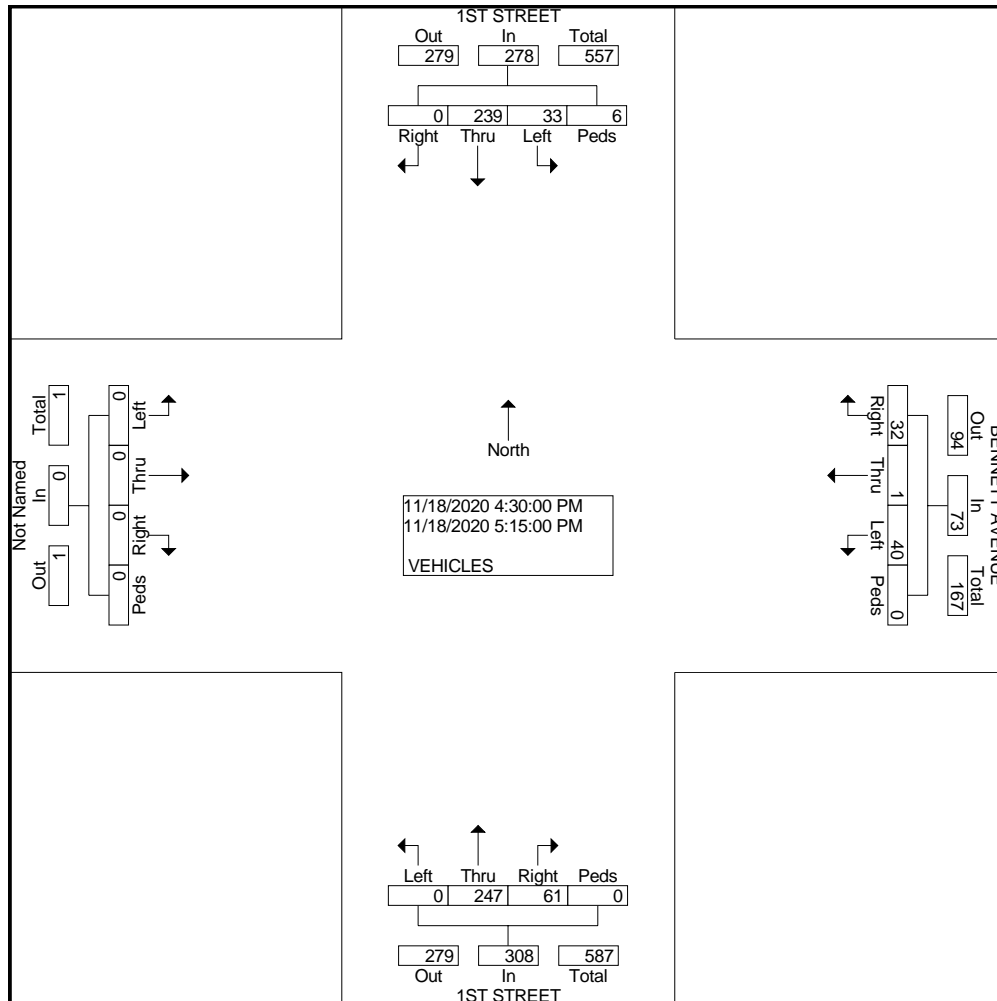
COUNTER MEASURES INC.

1889 YORK STREET
DENVER.COLORADO
303-333-7409

N/S STREET: 1ST STREET
E/W STREET: BENNETT AVENUE
CITY: BENNETT
COUNTY: ADAMS

File Name : 1STBENN
Site Code : 00000022
Start Date : 11/18/2020
Page No : 2

	1ST STREET Southbound					BENNETT AVENUE Westbound					1ST STREET Northbound					Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	33	239	0	6	278	40	1	32	0	73	0	247	61	0	308	0	0	0	0	0	659
Percent	11.9	86.0	0.0	2.2		54.8	1.4	43.8	0.0		0.0	80.2	19.8	0.0		0.0	0.0	0.0	0.0		
04:45																					
Volume	4	70	0	5	79	13	0	6	0	19	0	65	22	0	87	0	0	0	0	0	185
Peak Factor																					0.891
High Int.	04:45 PM					04:30 PM					04:45 PM										
Volume	4	70	0	5	79	14	0	8	0	22	0	65	22	0	87						
Peak Factor	0.88					0.83					0.88					5					



Location: BENNETT AVE W/O ASH STREET
City: BENNETT
County: ADAMS
Direction: EASTBOUND

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 201703
Station ID: 201703

Start Time	18-Nov-20 Wed	EASTBOUN	WESTBOUN							Total
12:00 AM		3	1							4
01:00		4	3							7
02:00		1	1							2
03:00		2	5							7
04:00		3	12							15
05:00		8	32							40
06:00		18	47							65
07:00		29	57							86
08:00		24	40							64
09:00		26	41							67
10:00		35	50							85
11:00		54	58							112
12:00 PM		57	62							119
01:00		47	49							96
02:00		58	67							125
03:00		64	60							124
04:00		66	65							131
05:00		83	37							120
06:00		67	36							103
07:00		32	12							44
08:00		27	11							38
09:00		8	8							16
10:00		7	4							11
11:00		8	5							13
Total		731	763							1494
Percent		48.9%	51.1%							
AM Peak	-	11:00	11:00	-	-	-	-	-	-	11:00
Vol.	-	54	58	-	-	-	-	-	-	112
PM Peak	-	17:00	14:00	-	-	-	-	-	-	16:00
Vol.	-	83	67	-	-	-	-	-	-	131
Grand Total		731	763							1494
Percent		48.9%	51.1%							

ADT

ADT 1,494

AADT 1,494

Location: BENNETT AVENUE E/O ASH STREET
City: BENNETT
County: ADAMS
Direction: EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 201716
Station ID: 201716

Start Time	18-Nov-20 Wed	EASTBOUN	WESTBOUN							Total
12:00 AM		0	0							0
01:00		1	1							2
02:00		1	0							1
03:00		1	1							2
04:00		2	2							4
05:00		5	10							15
06:00		9	4							13
07:00		12	11							23
08:00		7	8							15
09:00		23	5							28
10:00		17	3							20
11:00		17	6							23
12:00 PM		23	2							25
01:00		25	7							32
02:00		18	8							26
03:00		24	6							30
04:00		26	17							43
05:00		28	7							35
06:00		19	5							24
07:00		18	4							22
08:00		18	5							23
09:00		5	3							8
10:00		5	2							7
11:00		4	1							5
Total		308	118							426
Percent		72.3%	27.7%							
AM Peak	-	09:00	07:00	-	-	-	-	-	-	09:00
Vol.	-	23	11	-	-	-	-	-	-	28
PM Peak	-	17:00	16:00	-	-	-	-	-	-	16:00
Vol.	-	28	17	-	-	-	-	-	-	43
Grand Total		308	118							426
Percent		72.3%	27.7%							

ADT

ADT 426

AADT 426

Location: KIOWA ST W/O ADAMS ST
City: BENNETT
County: ADAMS
Direction: EAST/WEST

COUNTER MEASURES INC.
1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

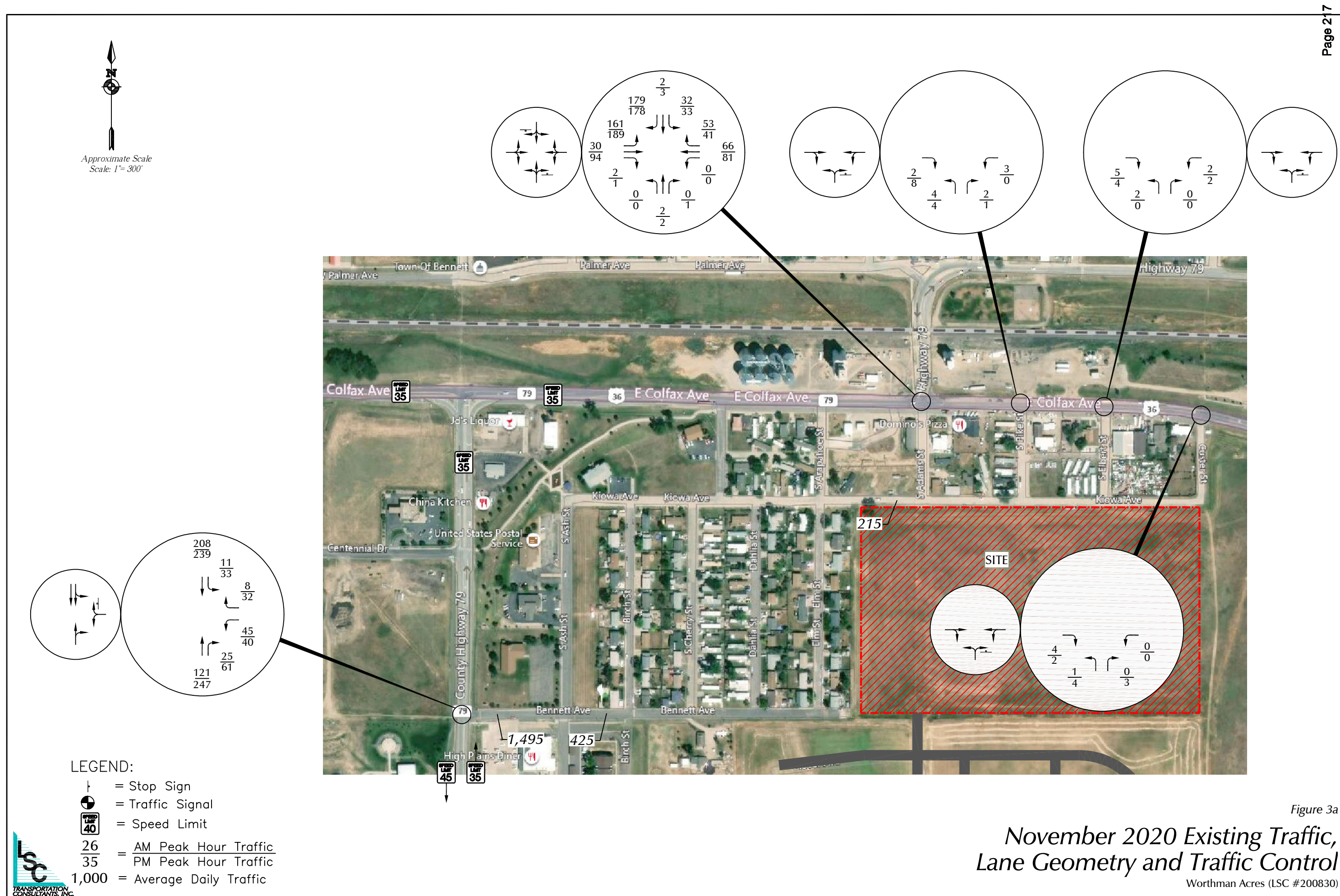
Site Code: 20170
Station ID: 20170

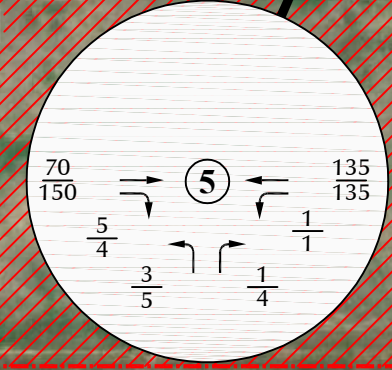
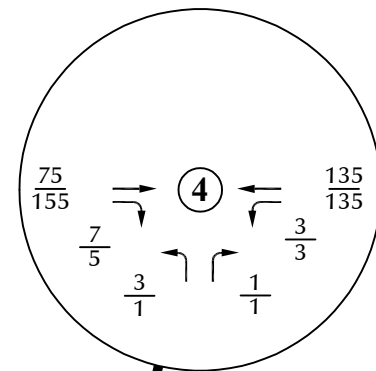
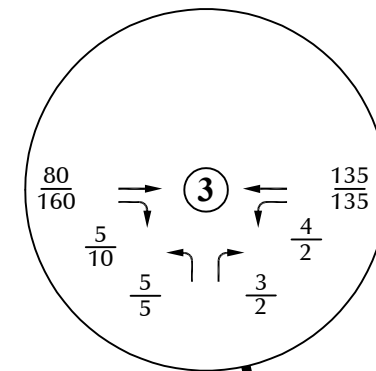
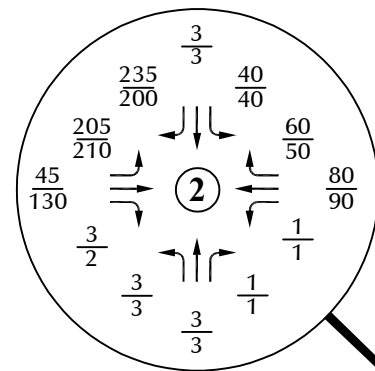
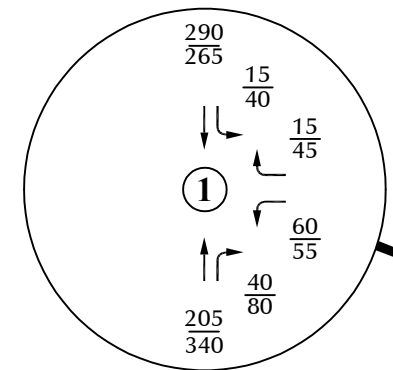
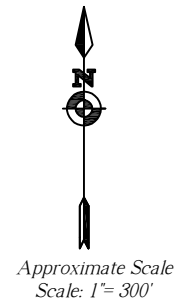
Start Time	18-Nov-20	EASTBOUN	WESTBOUN								Total
12:00 AM		1	1								2
01:00		0	0								0
02:00		0	1								1
03:00		0	0								0
04:00		0	1								1
05:00		0	0								0
06:00		1	2								3
07:00		4	8								12
08:00		5	8								13
09:00		6	5								11
10:00		7	4								11
11:00		6	4								10
12:00 PM		7	11								18
01:00		14	9								23
02:00		14	11								25
03:00		12	8								20
04:00		12	10								22
05:00		11	7								18
06:00		9	3								12
07:00		0	0								0
08:00		4	3								7
09:00		1	0								1
10:00		1	0								1
11:00		2	1								3
Total		117	97								214
Percent		54.7%	45.3%								
AM Peak	-	10:00	07:00	-	-	-	-	-	-	08:00	
Vol.	-	7	8	-	-	-	-	-	-	13	
PM Peak	-	13:00	12:00	-	-	-	-	-	-	14:00	
Vol.	-	14	11	-	-	-	-	-	-	25	
Grand Total		117	97								214
Percent		54.7%	45.3%								

ADT

ADT 214

AADT 214





LEGEND:
 $\frac{26}{35}$ = AM Peak Hour Traffic
 $\frac{35}{55}$ = PM Peak Hour Traffic
1,000 = Average Daily Traffic

Notes:
1. Intersection #1 was adjusted based on the 2017 traffic counts from the Muegge Farms TIA by LSC grown for three years at an annual rate of about 1.5 percent.
2. Intersection #2 was adjusted based on the 2017 traffic counts from the Muegge Farms TIA by LSC at the intersection of E. Colfax Avenue (US 36)/SH 79.
3. Intersections #3, #4 and #5 were adjusted based on the adjacent volumes at Intersection #2.

Figure 3b
**Existing Traffic Volumes
Adjusted for Pandemic**
Worthman Acres (LSC #200830)



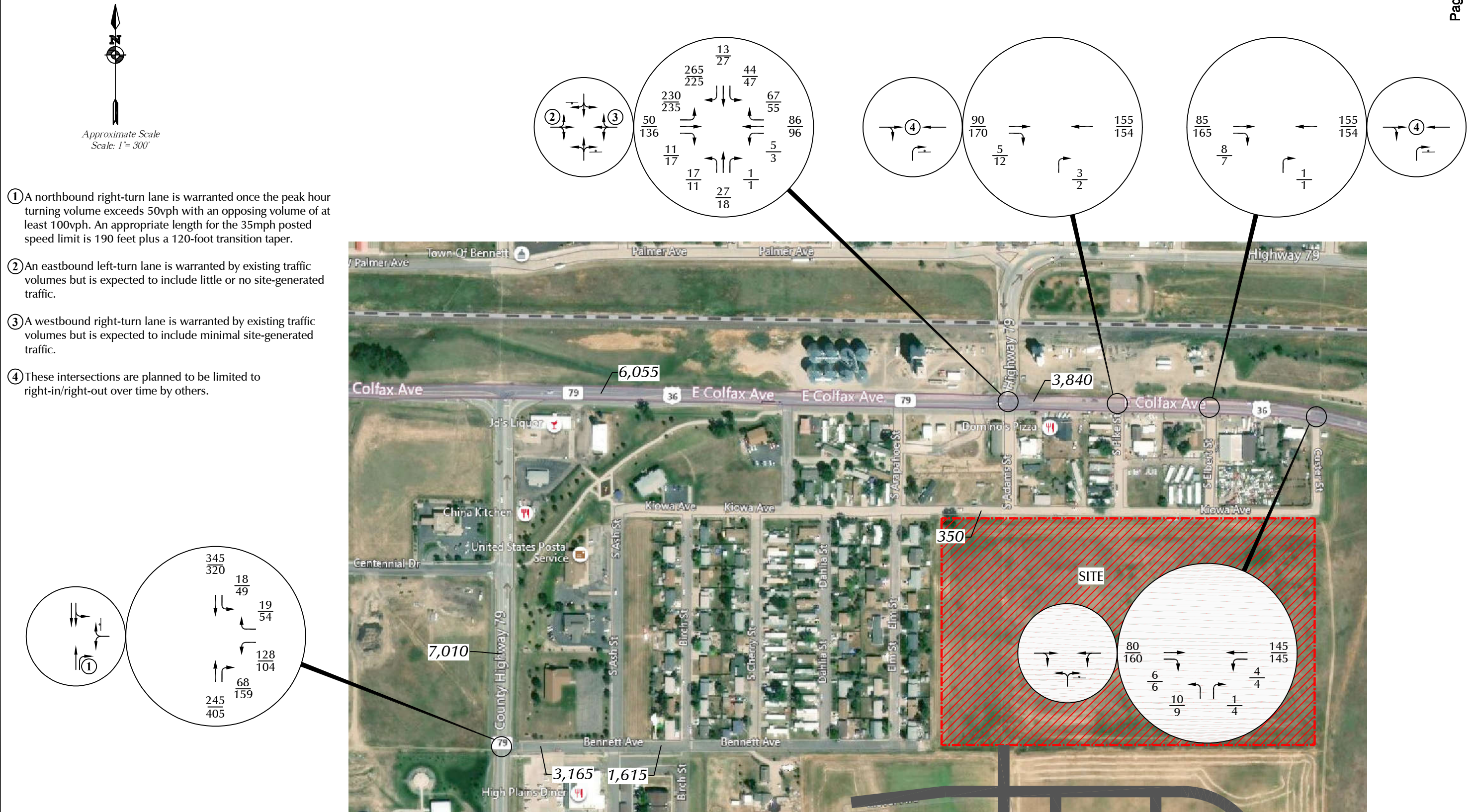


Figure 8
Year 2025 Total Traffic,
Lane Geometry and Traffic Control
Worthman Acres (LSC #200830)

LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition




UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

Applicable to Two-Way Stop Control, All-Way Stop Control, and Roundabouts

LOS	Average Vehicle Control Delay	Operational Characteristics
A	<10 seconds	Normally, vehicles on the stop-controlled approach only have to wait up to 10 seconds before being able to clear the intersection. Left-turning vehicles on the uncontrolled street do not have to wait to make their turn.
B	10 to 15 seconds	Vehicles on the stop-controlled approach will experience delays before being able to clear the intersection. <u>The delay could be up to 15 seconds.</u> Left-turning vehicles on the uncontrolled street may have to wait to make their turn.
C	15 to 25 seconds	Vehicles on the stop-controlled approach can expect delays in the range of 15 to 25 seconds before clearing the intersection. Motorists may begin to take chances due to the long delays, thereby posing a safety risk to through traffic. <u>Left-turning vehicles on the uncontrolled street will now be required to wait to make their turn causing a queue to be created in the turn lane.</u>
D	25 to 35 seconds	<u>This is the point at which a traffic signal may be warranted for this intersection.</u> The delays for the stop-controlled intersection are not considered to be excessive. The length of the queue may begin to block other public and private access points.
E	35 to 50 seconds	The delays for all critical traffic movements are considered to be unacceptable. The length of the queues for the stop-controlled approaches as well as the left-turn movements are extremely long. <u>There is a high probability that this intersection will meet traffic signal warrants.</u> The ability to install a traffic signal is affected by the location of other existing traffic signals. Consideration may be given to restricting the accesses by eliminating the left-turn movements from and to the stop-controlled approach.
F	>50 seconds	The delay for the critical traffic movements are probably in excess of 100 seconds. The length of the queues are extremely long. Motorists are selecting alternative routes due to the long delays. <u>The only remedy for these long delays is installing a traffic signal or restricting the accesses.</u> The potential for accidents at this intersection are extremely high due to motorist taking more risky chances. If the median permits, motorists begin making two-stage left-turns.

HCM 6th TWSC
1: West Site Access & Bennett Avenue

2025 Total
AM Peak

Intersection						
Int Delay, s/veh	0.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	45	2	0	87	4	0
Future Vol, veh/h	45	2	0	87	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	2	0	99	5	0




Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	53
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1553
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1553
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.3
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	841	-	-	1553	-
HCM Lane V/C Ratio	0.005	-	-	-	-
HCM Control Delay (s)	9.3	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

HCM 6th TWSC
2: East Site Access & Bennett Avenue

2025 Total
AM Peak

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	40	0	0	75	2	1
Future Vol, veh/h	40	0	0	75	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	45	0	0	85	2	1




Major/Minor	Major1	Major2	Minor1			
Conflicting Flow All	0	0	45	0	130	45
Stage 1	-	-	-	-	45	-
Stage 2	-	-	-	-	85	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1563	-	864	1025
Stage 1	-	-	-	-	977	-
Stage 2	-	-	-	-	938	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1563	-	864	1025
Mov Cap-2 Maneuver	-	-	-	-	864	-
Stage 1	-	-	-	-	977	-
Stage 2	-	-	-	-	938	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	912	-	-	1563	-
HCM Lane V/C Ratio	0.004	-	-	-	-
HCM Control Delay (s)	9	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

HCM 6th TWSC
1: West Site Access & Bennett Avenue

2025 Total
PM Peak

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	97	4	0	71	3	0
Future Vol, veh/h	97	4	0	71	3	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	110	5	0	81	3	0




Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	115
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1474
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1474
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.5
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	795	-	-	1474	-
HCM Lane V/C Ratio	0.004	-	-	-	-
HCM Control Delay (s)	9.5	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

HCM 6th TWSC
2: East Site Access & Bennett Avenue

2025 Total
PM Peak

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	85	2	1	65	1	0
Future Vol, veh/h	85	2	1	65	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	97	2	1	74	1	0
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	99	0	174	98
Stage 1	-	-	-	-	98	-
Stage 2	-	-	-	-	76	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1494	-	816	958
Stage 1	-	-	-	-	926	-
Stage 2	-	-	-	-	947	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1494	-	815	958
Mov Cap-2 Maneuver	-	-	-	-	815	-
Stage 1	-	-	-	-	926	-
Stage 2	-	-	-	-	946	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.1		9.4	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	815	-	-	1494	-	
HCM Lane V/C Ratio	0.001	-	-	0.001	-	
HCM Control Delay (s)	9.4	-	-	7.4	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

BENNETT PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2022-02

**A RESOLUTION RECOMMENDING APPROVAL OF
A FINAL PLAT FOR BENNETT TOWNHOME SUBDIVISION**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Bennett a request for approval of a Final Plat for the Bennett Townhome Subdivision; and

WHEREAS, all materials related to the proposed Final Plat have been reviewed by Town Staff and found with conditions to be in compliance with Town of Bennett subdivision and zoning ordinances; and

WHEREAS, after a noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds that the proposed Final Plat should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed Final Plat for the Bennett Townhome Subdivision, subject to the conditions set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS 24th DAY OF JANUARY 2022.

ATTEST:

DocuSigned by:
Christina Hart
00366DAA7ED246D...
Christina Hart, Town Clerk

DocuSigned by:
[Signature]
43EB4A13E4AD471...
Chairperson

EXHIBIT A
Bennett Townhome Subdivision Final Plat
Conditions of Approval

Before recording the final plat, the applicant shall:

1. update plat notes related to easements and maintenance in a manner directed by the Town Engineer.
2. make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

RESOLUTION NO. 903-22

**A RESOLUTION APPROVING A FINAL PLAT FOR
BENNETT AVENUE TOWNHOMES**

WHEREAS, there has been submitted to the Board of Trustee of the Town of Bennett a request for approval of a Final Plat for Bennett Avenue Townhomes; and

WHEREAS, all materials related to the proposed Final Plat have been reviewed by Town Staff and the Bennett Planning and Zoning Commission and found to be in compliance with the Land Use and Development Regulations in Chapter 16 of the Bennett Municipal Code; and

WHEREAS, after a noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds that the proposed Final Plat should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees hereby approves the proposed Final Plat for Bennett Avenue Townhomes, subject to the conditions set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS 8TH DAY OF FEBRUARY 2022.

TOWN OF BENNETT

Royce D. Pindell, Mayor

ATTEST:

Christina Hart
Town Clerk

EXHIBIT A
Bennett Avenue Townhomes Final Plat
Conditions of Approval

Before recording the final plat, the applicant shall:

1. Update plat notes related to easements and maintenance in a manner directed by the Town Engineer.
2. Make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

Suggested Motion

I move to approve Resolution No. 903-22 – A resolution approving a final plat for Bennett Avenue Townhomes subject to the following conditions:

1. Update plat notes related to easements and maintenance in a manner directed by the Town Engineer.
2. Make other minor modifications as directed by Town Staff, Engineer and Town Attorney.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Rachel Summers, Deputy Town Administrator
DATE: February 8, 2022
SUBJECT: Bennett Food Bank Lease Agreement – Second Amendment

Background

The Food Bank is a registered non-profit entity, with an average of ten community volunteers that help manage and operate a donation program for the residents along the I-70 corridor. The Bennett Food Bank has dispersed food from the community since the mid-1990s.

The Food Bank is funded on monetary donations and a minimal state disbursement of \$250 a month. All revenue is spent on food or essential supplies for the community. On average, the Bennett Food Bank will supply food or essentials to over 500 people monthly. The service is provided to residents living anywhere from Watkins to Agate and sometimes Kiowa.

The Food Bank receives an overwhelming amount of goods donations (bread, canned goods, frozen, eggs, etc.), bi-weekly. The food donations are primarily stored in the room on the south wall in the community room. Inside that room, there are shelving units, four freezers and one large refrigerator. Occasionally, they also store food in the refrigerator and shelves within the kitchen when they have an overflow of donations. They are required by state law to have inspections and report to donation agencies monthly.

The Food Bank entered into the first amendment lease agreement in March 2017, stating that they may occupy the Community Center on the first and third Saturdays every month from 8:30 a.m. -10:30 a.m. and entirely occupy the room at the south wall of the main room for food supplies. The current lease set a negotiated flat amount of \$75 per month for the rental of the Community Center. This negotiated rate was based on the financial capacity of the Food Bank and well below the 2017 schedule of fee non-profit rate.

Current Status

Due to the overwhelming number of families the Food Bank is now supporting, the non-profit is seeking to expand their rental time to reserve the first and third Fridays to **set up** for Saturday food distributions. This would amend the lease period to the first and third every month starting on Friday 8:30 a.m. to Saturday at 10:30 a.m.

According to the Town's fee schedule, a non-profit six-hour rental cost is \$125, and \$25 per hour thereafter. To reserve the proposed timeframe, the Food Bank rental charge would be for the complete occupancy of the community center space for a collective 16 hours a month on two Fridays and 8 hours a month on two Saturdays. An estimated \$600 rental fee would be assessed based on the fee schedule.

The Food Bank has not paid rent on its current lease since March 2020. Due to the unforeseen events of COVID, the Food Bank services were deemed essential and rental obligations were paused.

Staff Analysis

It is estimated over 12,000 pounds of food a month are distributed to residents of our community. On average supporting nearly 125 families with minimal means to eat or feed their children. Additionally, this non-profit company is supported solely by volunteer members who collectively dedicate over 1,000 hours a month of service. Furthermore, the Food Bank supports five County community service affiliate programs, where community services hours for the distribution services are considered certified by the courts.

In summary, it is the staff's assessment that the operations of the Food Bank are a crucial service to our community and should be considered an extension of the Town's essential functions. Therefore, staff would recommend the Town Board of Trustees forgive the rent owed by the Food Bank for the period of March 2020 through December 2021 and for all of 2022. As a way to compare the amount of rent forgiveness, staff based it on the current schedule of fees which is \$7,200 annually.

Staff Recommendation

Staff recommends that the Board of Trustees approve the Second Amendment to the Bennett Food Bank Lease Agreement, which includes the following amendments:

- Updates the description of the leased premises and expands the time period the Food Bank is allowed to use the Community Center.
- Changes the rental rate to reflect the fee set forth in the Bennett Schedule of Fees, but forgives rent for the period of March 2020 through December 2022.
- Authorizes the Food Bank to request rent forgiveness in the future if the Food Bank continues to provide distribution services to our community.

State statute provides that a lease with a term exceeding one year must be approved by ordinance. Therefore, an ordinance approving the Second Amendment has been prepared for the Board's consideration.

Attachments

1. Bennett Food Bank Lease Agreement, January 2017
2. First Amendment to the Lease Agreement, March 2017
3. Second Amendment to the Lease Agreement, January 2022
4. Ordinance Approving Second Amendment to Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into this 10th day of January, 2017, by and between the TOWN OF BENNETT, COLORADO, a Colorado municipal corporation whose address is 355 Fourth Street, Bennett, Colorado 80102 (hereinafter "Lessor" or "Town") and the BENNETT COMMUNITY FOOD BANK, INC., a Colorado nonprofit corporation whose address is 2057 S County Rd 149, Strasburg, CO 80136 (hereinafter "Lessee").

WHEREAS, the Town is the owner of certain real property known as the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102; and

WHEREAS, Lessee desires to lease a portion of the Bennett Community Center from Lessor, and Lessor is willing to lease such property to Lessee pursuant to the terms and conditions of this Lease.

NOW, THEREFORE, the Lessor and Lessee agree as follows:

1. **Premises.** Lessor leases to the Lessee the following described portion of the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102: The approximately _____ feet by _____ feet room located on the south side of the Bennett Community Center building, as depicted on Exhibit A, attached hereto and incorporated herein by reference. In addition, Lessor shall allow Lessee non-exclusive use of the restrooms, parking lot and large community room, as depicted on Exhibit A, from 7:30 a.m. to noon on the first and third Saturdays of each month and the second Wednesday of each month for food distribution and set-up. These portions of the Bennett Community Center shall collectively be called the "Premises."

2. **Term.** The term of this Lease shall be for a period of one (1) year commencing on the 11th day of January 2017 and terminating on the 11th day of January 2018 (the "Initial Term"), unless sooner terminated by the mutual written consent of the Lessor and Lessee or as provided in this Lease. Upon the expiration of the Initial Term, the parties may agree in writing to extend the term of the Lease.

3. **Purposes.** The Premises may be occupied and used by Lessee pursuant to this Lease solely for the following purposes: the operation of a food bank serving residents in the Bennett area. If Lessee desires to use the Bennett Community Center for any other purposes, such as fundraising events, it shall be required to enter into a separate rental agreement with the Town in accordance with applicable Town policies and resolutions.

4. **Rent and Utilities.** As consideration for this Lease, Lessee shall pay the Lessor rent in the amount of **\$75.00** per month, payable in advance on the 15th day of each month. Such amount shall be a flat rent for each month, and shall not be prorated based on the number of days in each rental period. Rent shall be payable to the Town of Bennett, 355 Fourth Street, Bennett, Colorado, or to such other address as directed by Lessor. This rent shall include the costs of water, sewer, gas, trash and electrical services to the Premises. Lessee shall be solely responsible for payment of, and shall directly pay to the providers when due, all other utility charges, including installation fees, for Internet, telephone, and other services for the Premises.

5. **Alterations and Improvements.** Lessee shall not place, build, expand, alter or add to any structures or other improvements on the Premises without the Lessor's prior written consent, which consent may be granted or denied in the Lessor's sole discretion.

6. **Use and Care of Premises.** Lessee shall at all times during this Lease, and at Lessee's sole cost and expense, maintain the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall use reasonable care and caution against damage or destruction of the Premises, and shall use reasonable care to prevent waste, damage or injury to the Premises. Lessee shall remove all debris from any casualty within 30 days of the casualty. Lessee shall comply with all applicable ordinances, resolutions, rules, and regulations in Lessee's use and occupancy of the Premises. At the termination of this Lease by lapse of time or otherwise, Lessee shall deliver up the Premises in as good a condition as when Lessee took possession, excepting only ordinary wear and tear. Lessee shall not place or permit any signs on the Premises without the Lessor's prior written consent, which consent may be granted or denied in the Lessor's sole discretion. Notwithstanding the foregoing, Lessee may continue to maintain its Bennett Community Food Bank signs on the west side of the Community Center building, the west side door, and on the entrance sign.

7. **Holding After Termination.** If after the termination of this Lease, the Lessee shall remain in possession of the Premises without a written agreement as to such holding, then such holding shall be deemed and taken to be a continued holding of the Premises upon a tenancy from month to month at a rental rate equal to \$200.00 per month. All other terms and conditions of this Lease shall remain the same.

8. **Hazardous Materials.** Lessee shall not keep any hazardous materials in or about the Premises without prior written consent of the Lessor, which will be granted or denied in the Lessor's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material

defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

9. **Compliance.** If Lessee fails to comply with any of its obligations under this Lease, the Lessor may at its sole option terminate this Lease as provided herein or take such measures as it determines necessary to bring the Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by the Lessee.

10. **General Acceptance; Limitation of Liability.** Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges the Lessor shall have no obligation to repair, replace, improve or maintain any portion of the Premises.

11. **Liens.** Lessee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Lessee. The Lessor may at Lessee's expense discharge any liens or claims arising from the same.

12. **Lessee's Property.** The Lessor shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Lessee placed or located on, at, or in the Premises, it being acknowledged and understood by Lessee that the safety and security of any such property is the sole responsibility and risk of Lessee.

13. **Right of Entry.** Lessor shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the Lessor and which does not unreasonably interfere with Lessee's use and enjoyment of the Premises. In the exercise of its rights pursuant to this Lease, Lessee shall avoid any damage or interference with any Lessor installations, structures, utilities, or improvements on, under, or adjacent to the Premises. Notification for entry to the premises shall be provided in accordance with the protocol provided in Exhibit B.

14. **Indemnity and Release.** Lessee agrees to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of, resulting from, or in any way connected with (a) Lessee's use and occupancy of the Premises; (b) any liens or other claims made, asserted or recorded against the Premises as a result of Lessee's use or occupancy thereof; or (c) the rights and obligations of the Lessee under this Lease. Lessee releases and agrees to hold harmless and make no claim against the Lessor, its officers, agents, and employees for any damages which may be caused by the acts of the Lessor, its officers, agents, and employees, to Lessee's property or improvements located upon the Premises; provided, however, this shall not apply with respect to negligent or wanton and willful acts of the Lessor.

15. **Insurance.** Lessee shall at its expense obtain, carry and maintain at all times while this Lease is in effect a policy of comprehensive general liability insurance insuring the Town and Lessee against any liability arising out of or in connection with Lessee's use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policy. The coverage required hereof of Lessee shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Lessee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Lessee's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be provided to the Town no later than the commencement date of the Lease. As between the parties hereto, the limits of such insurance shall not limit the liability of Lessee. Failure on the part of Lessee to procure or maintain a policy or policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof.

16. **No Waiver of Immunity or Impairment of Other Obligations.** Lessor is relying on and does not waive or intend to waive by any provision of this Lease the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the Lessor and its respective officers and employees.

17. **Termination.** Lessee may terminate this Lease at any time upon 30 days' prior written notice. Additionally, at the Lessor's option, it shall be deemed a breach of this Lease if the Lessee defaults in the performance of any material term or condition of this Lease. In the event the Lessor elects to declare a breach of this Lease, the Lessor shall have the right to give the Lessee fifteen (15) days written notice requiring compliance with the terms and conditions of this Lease, or delivery of the possession of the Premises. In the event any default remains uncorrected after fifteen (15) days written notice or, if the nature of the default cannot be corrected in fifteen (15) days, and the Lessee has commenced and diligently pursues correction to completion, the Lessor, at Lessor's option, may declare the lease term ended, repossess the Premises and expel the Lessee without being deemed guilty of a trespass or of a forcible entry and detainer and without prejudice to any other remedies to which the Lessor may be entitled. Additionally, Lessor in the event of default may, but shall not be obligated to, correct or remedy Lessee's default at Lessee's expense. Any such action by Lessor to correct or remedy a default by Lessor shall not be deemed a waiver or release of default or a discharge of any liability of Lessee for the expense of correcting or remedying such default.

18. **Restoration of Premises.** At the termination of the Lease, the Lessee at its sole option and expense may remove from the Premises any items of personal property owned by Lessee. Any items of personal property not removed by the date of termination shall become the property of the Lessor, and Lessee shall execute and deliver to the Lessor, at the time of termination, a Bill of Sale for such items of personal property. Any fixtures, structures, or improvements owned by Lessee or on the Premises at the time of termination shall, at the Lessor's sole option, be deemed the property of the Lessor, or removed at the Lessee's sole expense.

19. **Notices.** Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by e-mail or facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Lessor:

Town of Bennett
Attn: Town Administrator
355 Fourth Street
Bennett, CO 80102
Fax: (303) 644-4125
Email: tstiles@bennett.co.us

Lessee:

Bennett Community Food Bank, Inc.
Attn: Flora Goodnight
2057 S County Rd 149
Strasburg, CO 80136
Fax:
Email: jmsgoodnight@aol.com

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing or emailing.

20. **No Waiver.** Waiver by the Lessor of any breach of any term of this Lease shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

21. **No Assignment.** This Lease is personal to the parties hereto. The Lessee shall not sublease the Premises, or transfer or assign any rights under this Lease, for monetary or any other consideration, without the prior written approval of the Lessor, which approval is solely at the discretion of the Lessor.

22. **Entire Agreement.** This Lease is the entire agreement between the Lessor and Lessee and may be amended only by written instrument subsequently executed by the Lessor and Lessee.

23. Survival. All of the terms and conditions of this Lease concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Lease

IN WITNESS WHEREOF, the parties have entered into this Lease on the date first above written.

LESSOR:

TOWN OF BENNETT, COLORADO

By: Royce D. Pindell
Royce D. Pindell, Mayor



ATTEST:

Lynette F. White
Lynette F. White, Town Clerk

LESSEE:

BENNETT COMMUNITY FOOD BANK, INC

By: Flora Goodnight
Title: President

ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF Adams) ss

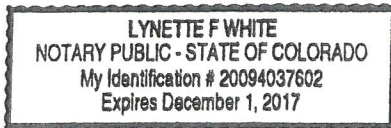
The above and foregoing signature of FLORA GOODNIGHT as President of Bennett Comm. Food Bank was subscribed and sworn to before me this 11th day of January, 2017.

Witness my hand and official seal.

My commission expires on: 12-01-2017

(SEAL)
Notary Public

Lynette F. White



**EXHIBIT A
SITE PLAN**

EXHIBIT B
PREMISE ENTRY PROTOCOL

For entry to the Bennett Community Food Bank location within the Bennett Community Center, the following members of the Bennett Community Food Bank are to be notified.

- | | | |
|--------------------|---------------------|---------------------|
| 1. Dan Goodnight | 303-548-7931 (cell) | 303-622-4770 (home) |
| 2. Flora Goodnight | 303-549-2589 (cell) | 303-622-4770 (home) |
| 3. Cam Kepler | 720-810-4310 (cell) | 303-644-3594 (home) |

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter "First Amendment") is made and entered into this 29th day of March, 2017, by and between the TOWN OF BENNETT, COLORADO, a Colorado municipal corporation whose address is 355 Fourth Street, Bennett, Colorado 80102 (hereinafter "Lessor" or "Town") and the BENNETT COMMUNITY FOOD BANK, INC., a Colorado nonprofit corporation whose address is 2057 S County Rd 149, Strasburg, CO 80136 (hereinafter "Lessee").

RECITALS

WHEREAS, the Town and Lessor previously entered into that certain Lease Agreement dated Jan 11 ____, 2017 (the "Lease"), respecting the lease of a portion of the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102; and

WHEREAS, Seller and Buyer wish to amend the Lease as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, the undersigned hereby agree as follows:

AMENDMENT

1. The parties agree that Section 4 of the Lease is amended to provide that rent shall be abated through June 30, 2017.
2. Except as amended herein, all other provisions of the Lease shall remain in full force and effect. This First Amendment contains the entire expression of the understanding between Buyer and Seller as to the subject matter hereof. There are no prior or contemporaneous agreements, oral or written, that are not entirely superseded hereby.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the date first above written.



ATTEST

Lynette White
Trish Stiles, Town Clerk Pro Tem

LESSOR:

TOWN OF BENNETT, COLORADO

By: Royce Pindell
Royce Pindell, Mayor

LESSEE:

BENNETT COMMUNITY FOOD BANK, INC.

By: Flora Goodnight
Title: President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF Adams)

The above and foregoing signature of Flora Goodnight as President of Bennett Com. F. Bank was subscribed and sworn to before me this 6th day of April, 2017.

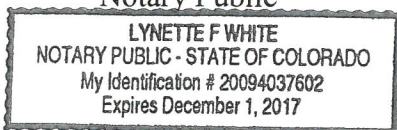
Witness my hand and official seal.

My commission expires on: 12.01.2017

(SEAL)

Notary Public

Lynette White



SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter “Second Amendment”) is made and entered into this ____ day of _____, 20____, by and between the TOWN OF BENNETT, COLORADO, a Colorado municipal corporation whose address is 207 Muegge Way, Bennett, Colorado 80102 (hereinafter “Lessor” or “Town”) and the BENNETT COMMUNITY FOOD BANK, INC., a Colorado nonprofit corporation whose address is 2057 S County Rd 149, Strasburg, CO 80136 (hereinafter “Lessee”).

RECITALS

WHEREAS, the Town and Lessee previously entered into that certain Lease Agreement dated January 10, 2017, respecting the lease of a portion of the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102 and a First Amendment to the Lease dated March 29, 2017 pursuant to which the Town agreed to abate the rent through June 30, 2017 (collectively, the “Lease”); and

WHEREAS, due to the COVID-19 pandemic, Lessee has not paid rent to the Town since March 2020; and

WHEREAS, the Town is willing amend the Lease to forgive the rent owed by the Lessee since March 2020 due to the impacts of the COVID-19 pandemic and because of the significant community services provided by the Food Bank; and

WHEREAS, in consideration of the continuing community benefit provided by the Food Bank, the Town is willing to forgive the rent due from the Food Bank in 2022 and to establish a process by which the Food Bank can request rent forgiveness on an annual basis; and

WHEREAS, the parties wish to amend additional sections of the Lease as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, the undersigned hereby agree as follows:

AMENDMENT

1. Section 1 of the Lease is hereby deleted in its entirety and replaced with a new Section 1 to read as follows:

1. Premises.

a. The Town hereby leases to the Lessee the following described portion of the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102: Lessee shall have exclusive use of approximately 12 ft. by 36 ft., 10 in. room located on the south side of the Bennett Community Center building, as depicted on Exhibit A, attached hereto and incorporated herein by reference. Additionally, the Lessee may place one refrigerator in the walk-in cooler area for food storage. The Lessee shall ensure that its food and supplies are stored in their designated room and refrigerator and shall not store any food or supplies in the storage room or the Town's refrigerator and freezer in the kitchen.

b. In addition, Lessee shall have exclusive use of the Community Center on the first and third Fridays starting at 8:30 a.m. through Saturday ending at 10:30 a.m. of each month for set-up and food distribution. The portions of the Bennett Community Center described in this section shall collectively be called the "Premises."

2. Section 2 of the Lease is hereby deleted in its entirety and replaced with a new Section 2 to read as follows:

2. Term. The term of this Lease shall be for a period of one (1) year commencing on the 1st day of January 2022 and terminating on the 1st day of January 2023 (the "Initial Term"), unless sooner terminated by the mutual written consent of the Town and Lessee or as provided in this Lease. Upon the expiration of the Initial Term, the Lease shall automatically be extended on a month-by-month basis unless either party terminates the Lease upon thirty (30) days notice to the other party.

3. Section 4 of the Lease is hereby deleted in its entirety and replaced with a new Section 2 to read as follows:

4. Rent and Utilities.

a. As consideration for this Lease, Lessee shall pay the Town rent on a monthly basis in the amount set forth in the Town of Bennett Schedule Fees for use of the Community Center, payable in advance on the 1st day of each month. Such amount shall be a flat rent for each month, and shall not be prorated based on the number of days in each rental period. Rent shall be payable to the Town of

Bennett, 207 Muegge Way, Bennett, Colorado, or to such other address as directed by the Town. This rent shall include the costs of water, sewer, gas, trash and electrical services to the Premises. Lessee shall be solely responsible for payment of, and shall directly pay to the providers when due, all other utility charges, including installation fees, for Internet, telephone, and other services for the Premises if additional services are needed by Lessee. Rent not paid by the tenth (10th) of each month shall be subject to a late fee equal to 2% of the monthly rent.

b. The Town agrees to forgive the rent to be paid by the Lessee for the period of March 2020 through December 2022. Lessee may apply to the Town for future rent forgiveness on an annual basis.

5. **Exhibit A** to the Lease is replaced with the new Exhibit A, attached hereto and incorporated herein by reference.

6. Except as amended herein, all other provisions of the Lease shall remain in full force and effect. This Second Amendment contains the entire expression of the understanding between the Town and Lessee as to the subject matter hereof. There are no prior or contemporaneous agreements, oral or written, that are not entirely superseded hereby.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the date first above written.

LESSOR:

TOWN OF BENNETT, COLORADO

By: _____
Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

LESSEE:

BENNETT COMMUNITY FOOD BANK, INC.

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF _____)

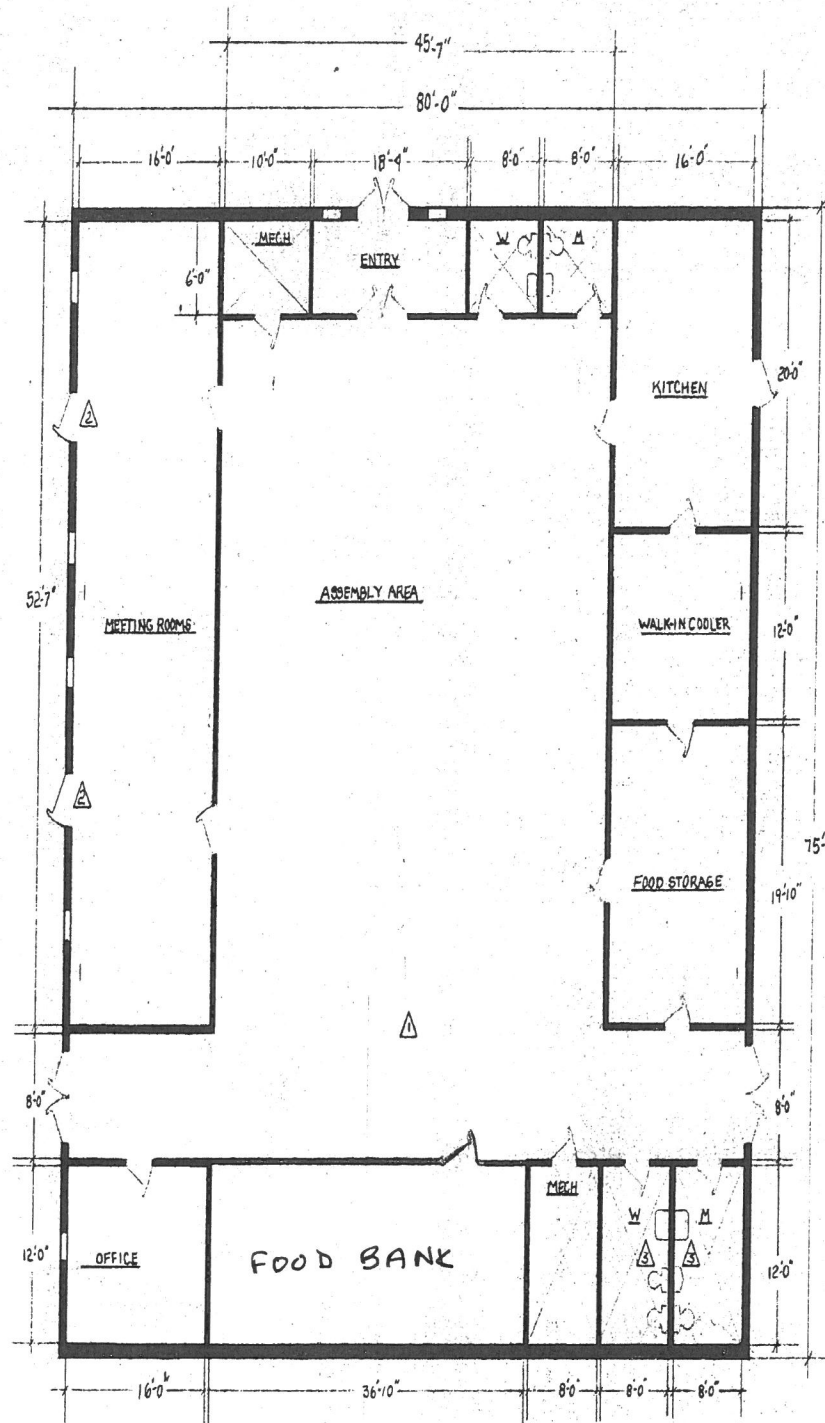
The above and foregoing signature of _____ as _____ of
_____ was subscribed and sworn to before me this ____ day of
_____, 20__.

Witness my hand and official seal.

My commission expires on: _____

(SEAL) _____
Notary Public

EXHIBIT A
Community Center Floor Plan



- △ DELETION OF SEPARATION WALL
- △ ADDITION OF WALK DOOR-RELOCATE WINDOW
- △ ADDITION OF ROUGH-IN PLUMBING FOR STOOL

ACCEPTED FOR
CODE COMPLIANCE
EXCEPT AS NOTED:

DATE: _____ THE BUILDING DEPT

FLOOR PLAN
Scale 1/8" = 1'

ORDINANCE NO. 736-22

**AN ORDINANCE APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN THE TOWN AND THE BENNETT COMMUNITY FOOD BANK**

WHEREAS, the Town of Bennett and the Bennett Community Food Bank, Inc. previously entered into a Lease Agreement for the lease of a portion of the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102 for the operation of a food bank serving residents in the Bennett area; and

WHEREAS, there has been proposed a Second Amendment to the Lease Agreement to extend the term of the Lease, to update provisions regarding payment of rent, and to make other amendments; and

WHEREAS, the Board of Trustees has the power pursuant to Section 31-15-713(1)(c), C.R.S. to lease real estate owned by the municipality when deemed by the Board of Trustees to be in the best interest of the Town; and

WHEREAS, any lease for more than one year shall be approved by ordinance; and

WHEREAS, the Board of Trustees has determined that the proposed Amendment is in the best interests of the municipality and desires to enter into such Amendment.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF
THE TOWN OF BENNETT, COLORADO:**

Section 1. The proposed Second Amendment to Lease Agreement (the “Amendment”) between the Town of Bennett and the Bennett Community Food Bank, Inc. for the lease of a portion of the Bennett Community Center located at 1100 West Colfax Avenue, Bennett, CO 80102 is hereby approved in essentially the same form as the copy of such Lease Agreement accompanying this Ordinance.

Section 2. The Mayor is hereby authorized to execute the Amendment, except that the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Amendment as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Amendment are not altered.

Section 3. The Mayor and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Amendment and to execute and deliver any and all documents necessary to effect the lease under the terms and conditions of the Amendment.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
BY TITLE ONLY THIS 8TH DAY OF FEBRUARY 2022.**

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Ordinance No. 736-22 – An ordinance approving a second amendment to the lease agreement between the Town and the Bennett Community Food Bank.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Christina Hart, Town Clerk
DATE: February 8, 2022
SUBJECT: Cancellation of April 5, 2022 Election

Background

In April 2022 the Bennett Board of Trustees will have three vacant positions for the office of Trustee for a four-year term. The qualifications to run for the Trustee office are as follows:

- Shall be a resident of the Town for a period of at least twelve consecutive months immediately preceding the date of the election;
- Shall be a registered elector;
- Shall be 18 years of age or older;
- Shall be a U.S. citizen; and
- Shall maintain residence for the duration of the term.

Nomination petitions were available to eligible electors beginning on January 4, 2022. The deadline to return the petitions was January 24, 2022. The deadline for a candidate to withdraw a petition of nomination was on January 31, 2022.

The Clerk's office received four petitions for the office of Trustee. All petitioners met the qualifications outlined above. The Colorado Secretary of State provided a list of registered electors for the signature verification process. All names, addresses and signatures on the petitions were satisfied.

The Clerk's office did receive one withdrawal from nomination on January 31, 2022, and no write-in candidate affidavits were received. Per the Bennett Municipal Code Section 2-1-30:

If the only matter before the voters is the election of persons to office and if, at the close of business on the sixty-fourth day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent as set forth in Section 2-1-20, the Town Clerk shall certify such fact to the Board of Trustees. The Board of Trustees, by resolution, shall instruct the Town Clerk to cancel the election, and shall declare the candidates elected. All candidates in such cancelled election shall be deemed elected.

Due to the withdrawal of nomination on January 31, there are not more candidates than offices to be filled.

Staff Recommendation

Staff recommends the Board of Trustees cancel the April 5, 2022, election and elect the following persons to the office of Trustee for a four-year term ending in April 2026.

- Kevin Barden
- Steve Dambroski
- Darvin Harrell

If elected by the Board the new Trustees will take the oath of office during the April 12, 2022, board meeting.

Attachments

1. Kevin Barden Candidate Affidavit/Acceptance of Nomination
2. Steve Dambroski Candidate Affidavit/Acceptance of Nomination
3. Darvin Harrell Candidate Affidavit/Acceptance of Nomination
4. Draft Resolution 904-22



JAN 20 '22 AM 9:14

CANDIDATE AFFIDAVIT
[Art. XXVIII, Sec. 2(2) & 1-45-110(1), C.R.S.]

- State, County, School District, and Special District Candidates file with the Secretary of State
- Municipal Candidates file with the Municipal Clerk

This affidavit certifies that I, Kevin A. Barden, a member of the
(Name*)
_____ political party/organization (if applicable), am a candidate
(Political Party*)
for the 2022 election, [Art. XXVIII, Sec. 2(2)] for the office of Bennett Board of Trustees,
(Year*) (Office*)
District Town of Bennett (if applicable), County Adams/Arapahoe (if applicable).
(District*) (County*)

I understand that campaign finance activities in Colorado are governed by Article XXVIII of the Colorado Constitution, Article 45, Title 1 of the Colorado Revised Statutes (C.R.S.) (also known as the Fair Campaign Practices Act (FCPA)), and the Secretary of State's Rules Concerning Campaign and Political Finance.

I further certify that I am familiar with the provisions of the Colorado Fair Campaign Practices Act (FCPA) as required in §1-45-110 of the Colorado Revised Statutes.

Signature of Candidate* Kevin A. Barden Date*: 1-12-2022

Physical Address of Candidate*: 450 1st Street Bennett, CO 80102
(Street/City/St/Zip*)

Mailing address: 450 1st Street Bennett, CO 80102

Business Phone: 303-901-8202 Residence Phone*: 303-901-8202

Fax: _____ Web Address: _____

E-Mail Address*: kbarden3@icloud.com

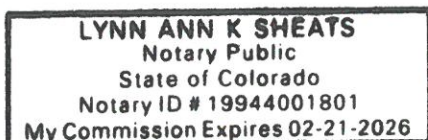
Fields marked with * are required unless they do not apply to the race for which you are submitting this affidavit. The notary section below must be completed in full.

STATE OF COLORADO
COUNTY OF Adams

Before me, Lynn Ann K. Sheats, a notary/officer duly authorized to administer oaths, in and
for said State, personally appeared Kevin A. Barden, whose name is subscribed
to the foregoing Candidate Affidavit, and who affirms, that said statements are true and that he/she acknowledges
the execution of said instrument to be of their own free act and voluntary deed for the uses and purposes therein set
forth.

Subscribed and affirmed to before me this 12th day of January, 2022.

(Seal)



Lynn Ann K. Sheats
(Notary/Official Signature)
2-21-26
(Commission Expires)

ACCEPTANCE OF NOMINATION

State of Colorado)
County of Adams)

I, the undersigned, being first duly sworn, depose and state that:

- I am a citizen of the United States.
- I am at least eighteen (18) years of age.
- I am a resident living within the town limits of the Town of Bennett for 12 consecutive months preceding the date of the election.
- I am a registered elector.
- I have never been convicted of a felony.

I, Kevin Borden (full name of candidate), hereby accept the nomination tendered me by the foregoing petitioners for the office of Trustee for the term of four (4) years.

PLEASE INDICATE BELOW THE WAY YOU WISH YOUR NAME TO APPEAR ON THE BALLOT. NO DEGREE OR TITLE IS PERMITTED. PLEASE PRINT LEGIBLY.

Name (printed) Kevin Borden

Signature of Candidate Kevin Borden

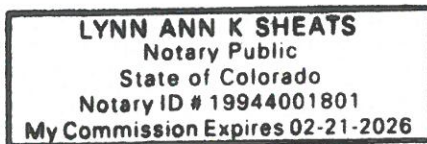
Address 450 1st Street
Bennett, CO 80102

Date January 12, 2022

Subscribed and sworn before me this 12th day of January, 2022.
(Seal)

Notary Public Lynn Ann K. Sheats

My Commission Expires 2-21-26



Colorado Secretary of State
Elections Division
1700 Broadway, Ste. 200
Denver, CO 80290
Ph: (303) 894-2200 ext. 6383
Fax: (303) 869-4861
www.sos.state.co.us



Space Below For Office Use Only

JAN 20 '22 AM 9:19

CANDIDATE AFFIDAVIT

[Art. XXVIII, Sec. 2(2) & 1-45-110(1), C.R.S.]

- State, County, School District, and Special District Candidates file with the Secretary of State
- Municipal Candidates file with the Municipal Clerk

This affidavit certifies that I, Steve DAMBROSKI, a member of the
(Name*)
political party/organization (if applicable), am a candidate

for the Trustees election, [Art. XXVIII, Sec. 2(2)] for the office of Board of Trustees,
(Political Party*) (Year*) (Office*)

District _____ (if applicable), County Adams (if applicable).
(District*) (County*)

I understand that campaign finance activities in Colorado are governed by Article XXVIII of the Colorado Constitution, Article 45, Title 1 of the Colorado Revised Statutes (C.R.S.) (also known as the Fair Campaign Practices Act (FCPA)), and the Secretary of State's Rules Concerning Campaign and Political Finance.

I further certify that I am familiar with the provisions of the Colorado Fair Campaign Practices Act (FCPA) as required in §1-45-110 of the Colorado Revised Statutes.

Signature of Candidate* Steve Dambroski Date*: 1-20-2022

Physical Address of Candidate*: 140 CLEVELAND CT BENNETT, CO 80102
(Street/City/St/Zip*)

Mailing address: 140 CLEVELAND CT BENNETT, CO, 80102

Business Phone: _____ Residence Phone*: 720-560-4003

Fax: _____ Web Address: _____

E-Mail Address*: S.DAMBROSKI56@GMAIL.COM

Fields marked with * are required unless they do not apply to the race for which you are submitting this affidavit. The notary section below must be completed in full.

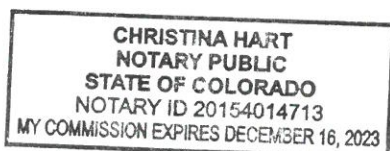
STATE OF COLORADO

COUNTY OF Adams

Before me, Christina Hart, a notary/officer duly authorized to administer oaths, in and for said State, personally appeared Steve DAMBROSKI, whose name is subscribed to the foregoing Candidate Affidavit, and who affirms, that said statements are true and that he/she acknowledges the execution of said instrument to be of their own free act and voluntary deed for the uses and purposes therein set forth.

Subscribed and affirmed to before me this 20 day of January, 20 22.

(Seal)



Christina Hart
(Notary/Official Signature)

12-16-2023
(Commission Expires)

ACCEPTANCE OF NOMINATION

State of Colorado)
County of ADAMS)

I, the undersigned, being first duly sworn, depose and state that:

- I am a citizen of the United States.
- I am at least eighteen (18) years of age.
- I am a resident living within the town limits of the Town of Bennett for 12 consecutive months preceding the date of the election.
- I am a registered elector.
- I have never been convicted of a felony.

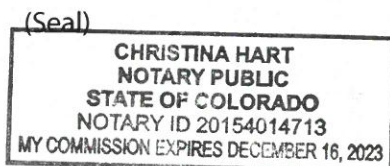
I, Steven Persons Dambroski (full name of candidate), hereby accept the nomination tendered me by the foregoing petitioners for the office of Trustee for the term of four (4) years.

PLEASE INDICATE BELOW THE WAY YOU WISH YOUR NAME TO APPEAR ON THE BALLOT. NO DEGREE OR TITLE IS PERMITTED. PLEASE PRINT LEGIBLY.

Name (printed) Steve DAMBroski

Signature of Candidate Steve Dambroski
Address 140 Cleveland Ct
Bennett, CO 80102
Date JAN 20 2022

Subscribed and sworn before me this 20 day of January, 2022.



Notary Public Christina Hart
My Commission Expires 12-16-2023



CANDIDATE AFFIDAVIT

[Art. XXVIII, Sec. 2(2) & 1-45-110(1), C.R.S.]

JAN 24 '22 AM 10:50

- State, County, School District, and Special District Candidates file with the Secretary of State
- Municipal Candidates file with the Municipal Clerk

This affidavit certifies that I, Darvin M. Harrell, a member of the
(Name*)
political party/organization (if applicable), am a candidate

(Political Party*)
for the 2022 election, [Art. XXVIII, Sec. 2(2)] for the office of Trustee,
(Year*) (Office*)

District Town of Bennett (if applicable), County Adams / Arapahoe (if applicable).
(District*) (County*)

I understand that campaign finance activities in Colorado are governed by Article XXVIII of the Colorado Constitution, Article 45, Title 1 of the Colorado Revised Statutes (C.R.S.) (also known as the Fair Campaign Practices Act (FCPA)), and the Secretary of State's Rules Concerning Campaign and Political Finance.

I further certify that I am familiar with the provisions of the Colorado Fair Campaign Practices Act (FCPA) as required in §1-45-110 of the Colorado Revised Statutes.

Signature of Candidate* Darvin M. Harrell Date*: 1-24-2022

Physical Address of Candidate*: 210 Elm Street
(Street/City/St/Zip*)

Mailing address: PO Box 556

Business Phone: 303-644-40848 Residence Phone*: 303-644-4048

Fax: _____ Web Address: darvin.harrell@yahoo.com

E-Mail Address*: _____

Fields marked with * are required unless they do not apply to the race for which you are submitting this affidavit. The notary section below must be completed in full.

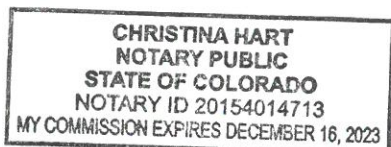
STATE OF COLORADO

COUNTY OF Adams

Before me, Christina Hart, a notary/officer duly authorized to administer oaths, in and for said State, personally appeared Darvin M. Harrell, whose name is subscribed to the foregoing Candidate Affidavit, and who affirms, that said statements are true and that he/she acknowledges the execution of said instrument to be of their own free act and voluntary deed for the uses and purposes therein set forth.

Subscribed and affirmed to before me this 24 day of January, 2022.

(Seal)



Christina Hart
(Notary/Official Signature)

December 16, 2023
(Commission Expires)

ACCEPTANCE OF NOMINATION

State of Colorado)
County of Adams)

I, the undersigned, being first duly sworn, depose and state that:

- I am a citizen of the United States.
- I am at least eighteen (18) years of age.
- I am a resident living within the town limits of the Town of Bennett for 12 consecutive months preceding the date of the election.
- I am a registered elector.
- I have never been convicted of a felony.

I, Darvin M. Harrell (full name of candidate), hereby accept the nomination tendered me by the foregoing petitioners for the office of Trustee for the term of four (4) years.

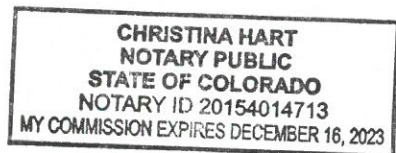
PLEASE INDICATE BELOW THE WAY YOU WISH YOUR NAME TO APPEAR ON THE BALLOT. NO DEGREE OR TITLE IS PERMITTED. PLEASE PRINT LEGIBLY.

Name (printed) Darvin M. Harrell

Signature of Candidate Darvin M. Harrell
Address 210 Elm Street
Bennett, CO 80102
Date 1-24-22

Subscribed and sworn before me this 24 day of January, 2022.

(Seal)



Notary Public Christina Hart
My Commission Expires December 16, 2023

RESOLUTION NO. 904-22

**A RESOLUTION INSTRUCTING THE TOWN CLERK TO CANCEL THE APRIL 5, 2022
ELECTION AND DECLARING CANDIDATES ELECTED**

WHEREAS, the Town's regular election is scheduled to be held on April 5, 2022; and

WHEREAS, the election is to be conducted in accordance with the Municipal Election Code and the Bennett Municipal Code; and

WHEREAS, the only matter before the electors at the election is the election of three seats on the Board of Trustees; and

WHEREAS, pursuant to C.R.S. § 31-10-507, the Town adopted Section 2-1-30 of the Bennett Municipal Code, which provides that if the only matter before the voters in a Town municipal election is the election of persons to office and if, at the close of business on the sixty-fourth day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent, the Clerk, if instructed by resolution of the governing body either before or after such date, shall cancel the election and declare the candidates elected; and

WHEREAS, pursuant to C.R.S. 31-10-306, the Town adopted Section 2-1-20 of the Bennett Municipal Code, which requires that affidavits of intent of write-in candidates be filed prior to sixty-four days before the day of election, which for the April 5, 2022 election is January 31, 2022; and

WHEREAS, as of the date of this Resolution there are not more candidates than officers to be filled at the April 5, 2022 election and no write-in affidavits have been filed; and

WHEREAS, pursuant to its authority under Section 2-1-30 of the Bennett Municipal Code, the Board of Trustees desires to instruct the Town Clerk to cancel the April 5, 2022 election and declare the candidates elected;

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

Section 1. Pursuant to the Section 2-1-30 of the Bennett Municipal Code, the Board of Trustees does hereby instruct the Town Clerk to cancel the April 5, 2022 election and declares Kevin Barden, Steve Dambroski, and Darvin Harrell elected to the Offices of Trustee, each for a four-year term, such terms to commence upon being sworn into office at the regular meeting of the Board of Trustees on April 12, 2022.

Section 2. The Board of Trustees does hereby further instruct the Town Clerk to publish such notice of the canceled election as required by law.

**INTRODUCED, ADOPTED AND RESOLVED THIS 8TH DAY OF FEBRUARY
2022.**

TOWN OF BENNETT, COLORADO

ATTEST:

Royce D. Pindell, Mayor

Christina Hart
Town Clerk

Suggested Motion

I move to approve Resolution No. 904-22 – A resolution instructing the Town Clerk to cancel the April 5, 2022 election and declare candidates Kevin Barden, Steve Dambroski and Darwin Harrell elected to a four-year term for the office of Trustee ending in April 2026.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Daymon K. Johnson, Capital Projects Director
DATE: February 8, 2022
SUBJECT: RFP 22-001 - Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14

Background

The Town solicited written proposals from interested contractors for the construction of Well Laramie Fox Hills (LFH) 14, in accordance with specifications from Jehn Water Consultants, Inc.

The Scope of Work is for the construction, completion, development and pump testing of a vertically drilled water well suitable to provide municipal water to the Town.

RFP 22-001, was released to the public on Monday, January 10, 2022. The RFP was open for public bid until Monday, January 31, 2022, at 2:00 pm and included instructions for bidders to procure drawings and specifications directly from Jehn Water Consultants, Inc., as outlined thoroughly the bid requirements.

Summary of RFP Bids

The Town received two qualifying bids from Layne Christensen Company and Hydro Resources. The Bid Comparison Tabulation, completed by Jehn Water Consultants, is attached.

Town staff asked that the drilling bid include two options in regard to the access road into the site. After review of the bid costs, staff elected to go with the permanent all-weather access option that will provide the east-west access into the site and will remain in place for further use as the site develops.

The total bid costs provided by Layne and Hydro Resources are summarized below:

Company	Bid Total with Permanent All-Weather Access Option
Hydro Resources	\$665,700.00
Layne Christensen Company	\$851,324.00

After fully reviewing the bid documents from both Hydro Resources and Layne Christensen Company, both Town staff and Jehn Water Consultants are comfortable recommending an issuance of Notice of Award and completing the drilling Contract Agreement with the low bidder, Hydro Resources.

Town staff and Jehn Water Consultants have a working history with Hydro Resources. Hydro Resources was the contractor that completed the replacement wells De-6, A-6 and LFH-3 in 2015, and new well LFH-6 in 2020. The Town has significant past and relevant experience with Hydro Resources and there is a great deal of comfort in their firm's ability to deliver a quality project both efficiently and on budget.

Hydro Resources has communicated with Jehn Water Consultants that they are available to start work immediately once the Notice to Proceed is provided. The contract time will be 60 days from the Notice to Proceed.

This project was appropriated in the 2022 Budget. It will be funded through a transfer from the Water Capital Fund.

Staff Recommendation

Staff recommends the Board of Trustees authorize the Mayor to execute a contract with Hydro Resources in an amount not to exceed \$665,700 for contractor services to complete the construction, completion, development and pump testing of the new Well Laramie Fox Hills 14 vertical well.

Attachments

1. Hydro Resources Bid Proposal
2. Layne Christensen Company Proposal
3. Bid Comparison Tabulation: Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14
4. RFP 22-001 - Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14
5. RFP 22-001 – Project Specification Manual

SECTION 4

**TOWN OF BENNETT
CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL
LFH-14**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we Hydro Resources - Rocky Mountain, Inc.
as Principal, hereinafter called the Principal, and, Arch Insurance Company

a corporation duly organized under the State of Missouri

As Surety, hereinafter called the Surety, are held and firmly bound unto the TOWN OF BENNETT as Obligee, hereinafter called the Obligee, in the sum of

Five Per Cent of the Greatest Amount Bid - Dollars (\$ 5% G.A.B.),

for the payment of which sum will and truly to be made, the said Principal and the said Surety, bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Construction of the Bennett Laramie-Fox Hills Aquifer Well LFH-14.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of January 2022

Marlene Arnold
(Witness)

Hydro Resources - Rocky Mountain, Inc.
(Principal) Principal
John J. R...
VP / GENERAL MANAGER
(Title)

Al Johnson
(Witness) Al Johnson

Arch Insurance Company
(Surety)
David T. Miclette
(Title) David T. Miclette, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent hereinafter stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alyson Carmichael, Ashley Britt, Barry K. McCord, David T. Miclette, Lacey Mayfield, Lauren O. Moudy, Nikole Jeannette, Robert C. Davis, Robert M. Overbey, Jr., Stacey Bosley, Stacy Owens and Tabitha Dorman of Houston, TX (EACH)
Rita G. Gullzo and Susan D. Zapalowski of New Orleans, LA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of November, 2021.

Attested and Certified


Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS



Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

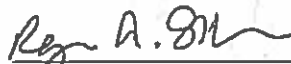
Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168632


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 3, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of January, 2022.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ADDENDUM NO. 1

OWNER: TOWN OF BENNETT

PROJECT: CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL LFH-14

JOB NO: 512.30

DATE: JANUARY 25, 2022 BID OPENING DATE: JANUARY 31, 2022

PURPOSE: The purpose of this Addendum is to provide a modified bid form and to provide additional specifications, clarifications, and supporting information.

1. Clarification to Bid Schedule, Line Item No. 19 Site Restoration & Reseeding:
This line item includes grading and seeding of the site; reseeding is only required on the well pad. Gravel removal is not required (on project site and access roads).
2. Clarification to Site Constraints: Temporary fencing around project site requires temporary chain link panel fencing. Privacy screening is not required.
3. Clarification to Site Access: An East-West access road is necessary to access the LFH-14 well site. Bids should include costs for two access road options, **only one access road type will be selected**. The two access road options are described in Addendum Items 4 and 5, below, and an updated Bid Form is included as **Attachment A**.
4. Modification to Bid Schedule: Addition of Line Item No. 20 for East-West access road sitework necessary to access the well pad.
Contractors are responsible to determine the access road preparation and materials necessary to move equipment in and out of the project site. This Line Item will be replaced by Line Item No. 21, if a permanent all-weather access road is selected.
5. Modification to Bid Schedule: Addition of Alternate Bid Schedule, Line Item No. 21.
This alternate bid schedule provides the option to construct a permanent all-weather East-West access road connecting Penrith Road to the LFH-14 well site. The permanent all-weather access road must be at least 14 feet wide with a 6-inch road base topped with crushed asphalt. A map providing an example of the all-weather access road location is included as **Attachment B**.

6. Clarification to Site Constraints: Vehicle Tracking Control (VTC) pad will be installed at the point where the paved section of Penrith Road terminates and becomes dirt. Point is shown on **Attachment B**.
7. For Informational Purposes: The Town of Bennett will provide snow removal on Penrith Road up to the access point. An example is shown on **Attachment B**. Contractor will be responsible for all access road maintenance beyond this point.

ACKNOWLEDGMENT:

The Contract Documents and Construction Specifications shall not be altered and/or changed in any way other than as heretofore indicated and/or specified.

Questions regarding the preceding addenda should be directed to Jehn Water Consultants, Inc. (303) 321-8335.

Acknowledgment of receipt of this Addendum is verified as signed below and must be submitted with the final bid on this project due January 31, 2022 to: Gina Burke, Jehn Water Consultants, Inc. at: gburke@jehnwater.com.

Signed this 31st day of JANUARY 20 22



(Signature)

THOMAS J. ROBERTS

(Print Name)

TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL
LFH-14

ATTACHMENT A to ADDENDUM NO. 1

BASE BID SCHEDULE

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization/demobilization	LS	Lump sum	\$71,900.00	\$71,900.00
2	Drill approx. 30-in hole to install 24-inch Surface Casing to a depth of 40 ft	ft	40	\$360.00	\$14,400.00
3	Drill approx. 17.5-inch hole reverse circulation with a polymer-bentonite mix drilling fluid; TD 1,635 feet	est ft	1635	\$88.00	\$143,880.00
4	Geophysical Log to T.D., as per specifications, est. depth 1,635 ft	LS	Lump sum	\$12,000.00	\$12,000.00
5	Provide and install 10-inch steel casing	ft	1427	\$90.00	\$128,430.00
6	Provide and Install stainless-steel screen 10-inch I.D. (0.020 slot)	est ft	190	\$233.00	\$44,270.00
7	Install 10 X 20 gravel pack with tremie pipe and positive displacement. (20 linear ft is rathole)	est linear ft	350	\$47.00	\$16,450.00
8	Install 2.5-inch gravel tube to a depth of 1,305 ft.	est linear ft	1305	\$14.00	\$18,270.00
9	Provide an adequate cement seal from 1,285 ft to the surface, including approximately 5 feet of hot plug.	est linear ft	1285	\$40.00	\$51,400.00
10	Well Development Reverse Airlifting	hrs	14	\$750.00	\$10,500.00
11	Well Development Surging	hrs	4	\$750.00	\$3,000.00
12	Well Development Jetting	hrs	28	\$925.00	\$25,900.00
13	Well Development Airlifting	hr	14	\$750.00	\$10,500.00
14	Furnish, install, and remove test pump (with shroud)	LS	Lump sum	\$20,000.00	\$20,000.00
15	Pump Testing to include: 2 hrs surging, 8 hrs step, 24 hrs constant rate pump test and 24 hrs recovery test	LS	Lump sum	\$16,000.00	\$16,000.00
16	Color Video log of well (est. 1615) *accurate depth measurements required.	LS	Lump sum	\$1,500.00	\$1,500.00
17	Chlorination as per Water Well Regulations	LS	Lump sum	\$3,000.00	\$3,000.00
18	Temporary Construction Fence	LS	Lump sum	\$6,000.00	\$6,000.00
19	Site Restoration & Reseeding	LS	Lump sum	\$12,800.00	\$12,800.00
20	East-West temporary access road site preparation	LS	Lump sum	\$23,500.00	\$23,500.00

ALTERNATE BID SCHEDULE

NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
21	Construction of permanent all-weather east-west access road	LS	Lump sum	\$55,500.00	\$55,500.00

TOTAL COSTS

BASE BID SCHEDULE (Items 1 through 20):

Six Hundred Thirty-Three Thousand Seven Hundred & 0/100 Dollars

(words)

\$ 633,700.00

(number)


ALTERNATE BID SCHEDULE (Item 21):

Six Hundred Sixty-Five Thousand Seven Hundred & 0/100 Dollars

(words)

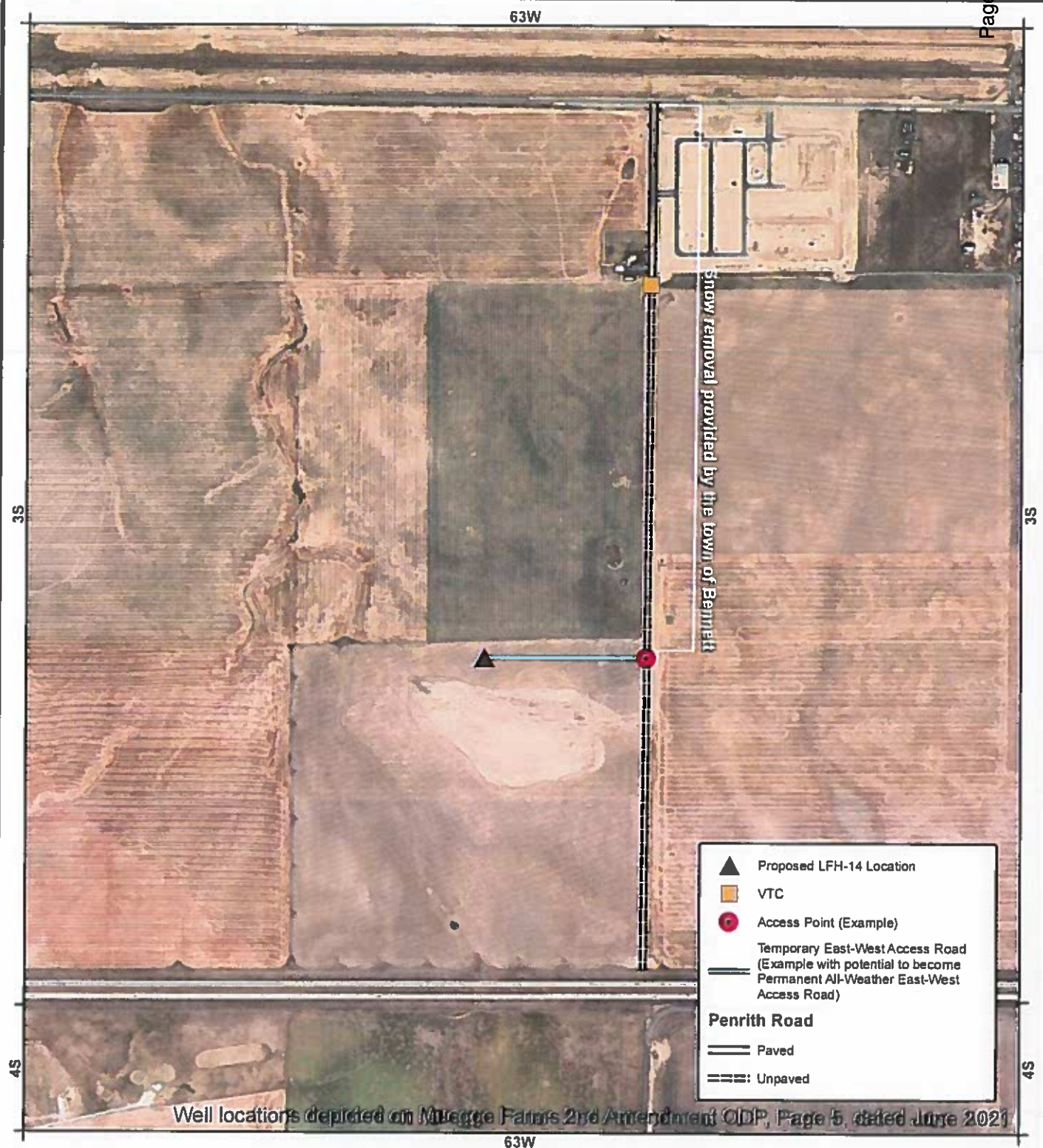
\$ 665,700.00

(number)


 THOMAS J. ROBERTS
 VP/GENERAL MANAGER
 1/31/2022

NOTE:

All depths are estimates, depending on actual well depth, geology, and water levels.



Jehn Water Consultants, Inc.
88 Inverness Circle East,
Suite K-102
Englewood, CO 80112
(303) 321-8335
www.jehnwater.com

DRAFT

Attachment B

Bennett LFH-14 Site Access & VTC

P:\Bennett\GIS\ICM_mxd\LFH-14\LFH14_Addendum.mxd

Every effort has been made to ensure the accuracy of the data provided. This should be used for mapping purposes only and should not be considered a survey instrument.



January 25, 2022

Jehn Water Consultants, Inc
88 Inverness Circle East, Suite K-102
Englewood, CO 80112

Re: Suppliers and Subcontractors LFH14

Hydro Resources proposes to use the following suppliers for the Bennett LFH14 drilling project:

- American Piping – Blank casing, gravel tube & conductor casing
- Roscoe Moss – SS Well screen
- PW Gillibrand – Gravel pack material
- Martin Marietta – Cement grout

Hydro Resources proposes the following subcontractors:

- DTEC – re-seeding, silt fence and waddles
- American Construction Rentals – temporary fencing
- Fuzion – frac tank
- Brundage Bone – cement pumping

Thank you for the opportunity to submit this bid. If you have any questions, please let us know.

Respectfully

A handwritten signature in blue ink, appearing to read "M. John Taylor", is written over the word "Respectfully".

M. John Taylor
Lead Estimator
Hydro Resources – Rocky Mountain, Inc.

NM Lic #WD1683, ES10-385467,
Colorado Lic #1472, 1466 UT Lic #815, 866 WY Lic#COP101, COWD129

CHALLENGER 320 DRILLING RIG - #10023

DRILLING CAPACITY: 2,500' PORTABLE TRAILER MOUNTED DRILL RIG

DRAWWORKS: CHALLENGER 320 DOUBLE DRUM DRAWWORKS – 450HP



MAIN POWER: MERCEDES 12.8 LITRE, 450 HP, TIER 4 FINAL

MAST: FIXED 72 FOOT SINGLE, RATED 150,000#

ROTARY TABLE: HOWARD TURNER, 18 INCH, 250HP @ 60RPM

SUBSTRUCTURE: HIGH BACK FLOOR, 8 FEET HIGH

COMPRESSOR: SULLAIR 900 CFM @ 350 PSI;
SULLAIR 375 CFM @ 125 PSI

GENERATOR: MULTIQUIP 45 KW WHISPERWATT, TIER 4

WELDERS: RANGER 8 225 AMP;
LINCOLN COMMANDER 500

SWIVEL: WESTERN RUBBER 7-6WC, 8 INCH DISCHARGE

KELLY DRUM BLOCK: 75 TON MCKISSICK, 3-SHEAVE, 7/8" WIRE ROPE

MAIN DRUM BLOCK: 75 TON MCKISSICK, 3-SHEAVE, 7/8" WIRE
ROPE

RATED HOOK LOAD: 150,000LB

SAFE HOOK LOAD: 125,000LB

FUEL TANK: 1,000 GALLON

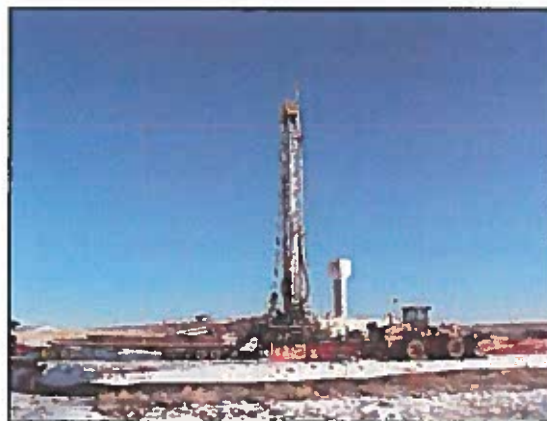
KELLY: 7" OD X 4" ID SQUARE X 37 FEET

DRILL PIPE: 2,500', 6-5/8" FH, GRADE Z140, 31'
RANDOM, 27.70#/FT;

DRILL COLLARS: 5 – 10" OD X 5" ID X 31', 220#/FT

DOG HOUSE: SELF CONTAINED UNIT WITH CREW LOCKERS, WORK ROOM WITH TOOL STORAGE

PARMAC HYDROMATIC WATER BRAKE – 150,000LB



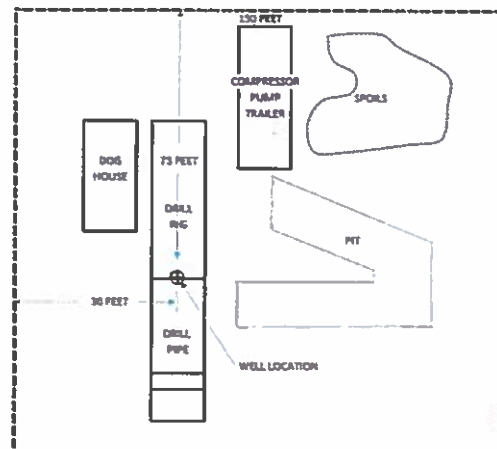
Hydro Resources-Rocky Mountain Inc.
13027 CR 18, Bldg. C
Fort Lupton CO 80621
Phone: 303-857-7540
Fax: 303-857-3826

NM Lic #WD1683, ES10-385467,
Colorado Lic #1472, 1466 UT Lic #815, 866 WY Lic#COP101, COWD129

CIRCULATION RATE: 500GPM



NOTE: THIS INFORMATION IS REPRESENTATIVE OF THE RIG PACKAGE, BUT SPECIFIC DETAILS MAY VARY WITHOUT NOTIFICATION.



Hydro Resources-Rocky Mountain Inc.
13027 CR 18, Bldg. C
Fort Lupton CO 80621
Phone: 303-857-7540
Fax: 303-857-3826

STATE OF COLORADO
COLORADO DIVISION OF WATER RESOURCES
BOARD OF EXAMINERS OF WATER WELL AND
PUMP INSTALLATION CONTRACTORS

This is to certify that
JIM D. HALE

has complied with the provisions of Title 37, Article 91, Colorado Revised Statutes and the Rules and Regulations of the Board of Examiners for Well Construction and Pump Installation Contractors and is hereby granted a license to do business as a

Well Construction Contractor
AIR, MUD AND REVERSE ROTARY

This license is non-transferable and expires January 31, 2022, unless sooner revoked or suspended by the licensing authority as prescribed by statute.

Signed and sealed this 30th day of January 2021.

License Number 1466



Kirk Brunstetter

Chairperson, Board of Examiners

Michelle S.

Secretary, Board of Examiners

Cut along the dotted lines to remove the License card.
 PLEASE CHECK THE INFORMATION ON THE LICENSE
 AND VERIFY ITS ACCURACY. IF IT IS INCORRECT,
 CONTACT US IMMEDIATELY.

This is the original print of your license to perform work
 authorized by the Board under this license for the 2021
 license year beginning February 1, 2021 and ending
 January 31, 2022.

Colorado Division of Water Resources
BOARD OF EXAMINERS EXAMINERS OF WATER WELL CONSTRUCTION
AND PUMP INSTALLATION CONTRACTORS

This certifies that JIM D. HALE of FORT LUPTON, CO is licensed to do
 business as a Well Construction Contractor for the 2021 license year
 under the provisions of the Laws of the State of Colorado under license
 number 1466.

Michelle S.

Sec. Board of Examiners

By 24



Hydro

resources

Hydro Resources –Rocky Mountain, Inc.

13027 Weld County Road 18

Fort Lupton, CO 80621

(775) 329-5259

Qualifications and Experience of the Hydro Resources – Rocky Mountain, Inc.

Business Structure

Hydro Resources Holdings, Inc. ("HRH") is a C-Corp incorporated under Delaware law in 1999. HRH is the parent company of the following, wholly owned, operating subsidiaries: Hydro Resources – Mid-Continent, Inc. ("HRMC"), Hydro Resources – Rocky Mountain, Inc. ("HRRM"), and Hydro Resources – West, Inc. ("HRW").

HRH corporate office is in Sugar Land, TX. HRMC maintains the following regional offices in Texas: Sunray, Dalhart, Hereford and Austin. Other regional offices are in Tulsa, OK and Garden City, KS. HRRM maintains a regional office in Fort Lupton, CO, and HRW has an office in Winnemucca, NV.

HRH and subsidiaries have maintained stable growth and profitability over the past 19 years. There is a focused effort to continuously improve operational efficiencies, safety and job quality. HRH maintains one of the most sophisticated management information systems in the industry, which allows for improved tracking and management of all project related activities.

ENTITY ORGANIZATIONAL CHART





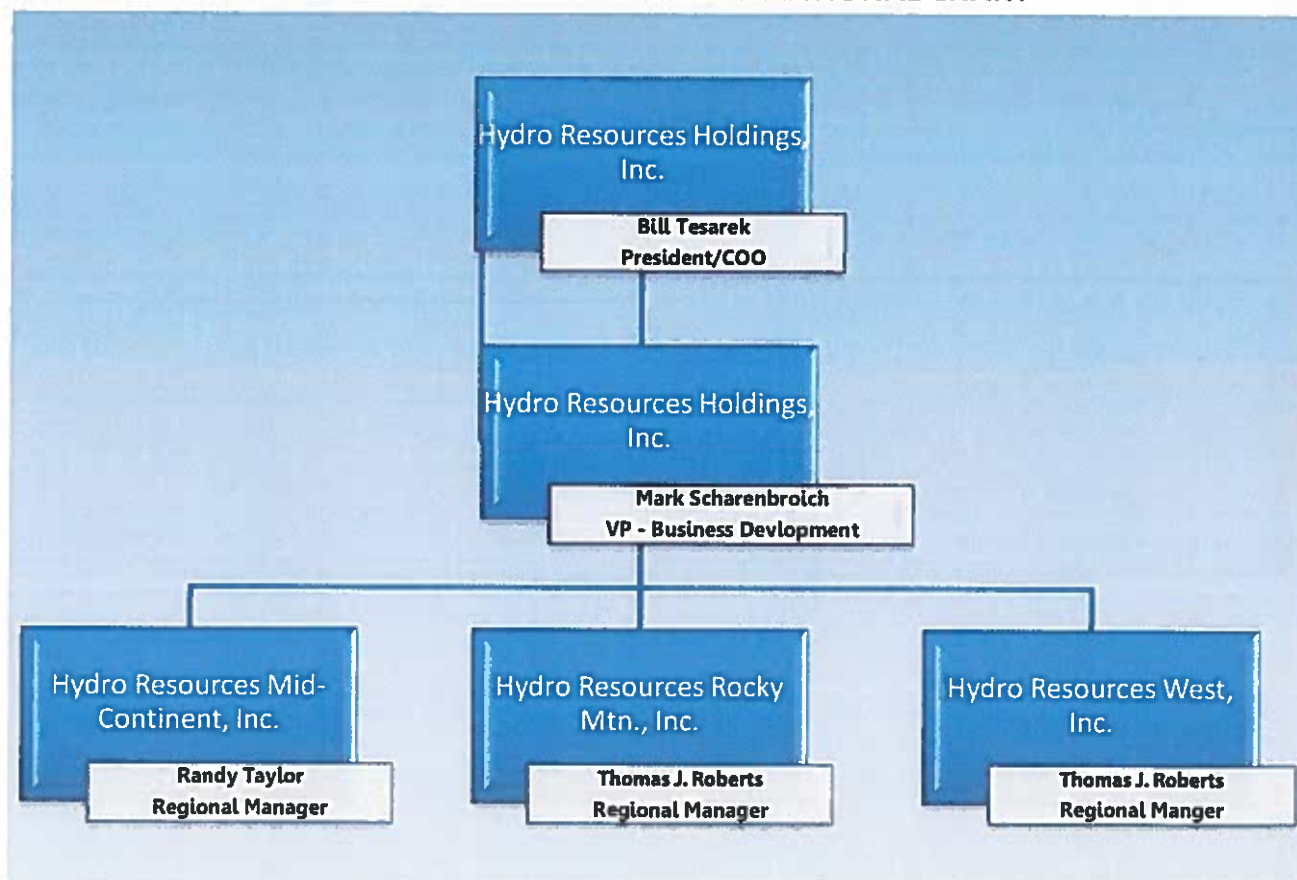
Hydro

resources

The Hydro Organization has been built over the past 19 years through the acquisition and integration of several of the industry's most reputable groundwater related companies. Prior to the acquisition by Hydro, the entity's former names and years in business are as follows: Henkle Drilling & Supply Company (74 years), AmWest Pumping Solutions (27 years), LT Drilling Company (33 years), Humboldt Drilling Company (25 years), StrataTek Groundwater Imaging (15 years), and Quality Drilling Fluids (27 years).

These entities were acquired by the Hydro Organization with the distinct purpose of forming a large scale, professionally managed groundwater services firm with the capabilities to offer a full-line of groundwater related services throughout the central and western United States. Our size and financial strength and stability allow us to plan, organize, manage and complete large scale projects within specified time requirements and within specified budgets.

EXECUTIVE PERSONNEL ORGANIZATIONAL CHART





Hydro

resources

Availability of Equipment and Facilities

Hydro Resources maintains 8 regional offices with a wide range of equipment and expertise to complete projects.

Company Experience

Our company specializes in the development of large-scale groundwater resources for public water supplies, irrigation wells for the agricultural industry, injection wells, large commercial projects and deep geothermal projects. As a leading groundwater services firm in the United States, we have expertise in every phase of the development process, including geological groundwater imaging, design and construction of high-volume water wells, well rehabilitation capabilities, and the design, installation and maintenance of high-volume pumping systems.

Henkle Drilling and Supply Co. was founded in 1937 in Garden City, KS. It operated in Kansas, Nebraska, Utah, Colorado, New Mexico, Texas, Oklahoma, and Wyoming and specialized in water well drilling for the municipal, commercial, and agricultural industries. Henkle was a pioneer in developing the reverse-circulation drilling technique for deep drilling applications, which has become a specified drilling standard in many parts of the country.

AmWest Inc was founded in 1977. It was the leading pumping system design, installation and service company operating in the Denver Basin. In addition to specializing in the design, installation and maintenance of large volume, high horsepower pumping systems for municipalities and large commercial customers, AmWest was also one of the leading well rehabilitation specialists operating throughout the Colorado market.

Quality Drilling Fluids was founded in 1984 by Fred Rothauge to service the western US oilfield market with drilling supplies and mud engineering services. During the past 25 years, QDF has specialized in full line drilling supply business to the water well industry.

Hydro Resources has since also acquired Humbolt Drilling, LT Drilling, StrataTek Groundwater Imaging and Whisenant & Lyle Water Services.

Hydro Resources acquired these companies over the past 11 years with the purpose of combining their drilling, pump and mud expertise to provide a complete package to customers. Since their acquisition, we have completed several hundred projects that have combined drilling, pump installation, and controls.



Hydro
resources

Key Personnel

Bill Tesarek – President, COO

Mark Scharenbroich, PE- Vice President Business Development (Corporate)

Tom Roberts - Regional Manager Hydro Resources - Rocky Mountain, Inc.

Jason Barnum – Business Development Manager

Rick Grinols- HSEC Advisor, Safety Officer (Corporate)

Fred Rothauge - Licensed Well Driller

Jim Hale - Drilling Manager

Jeff Brown - Pumping Manager

Previous Experience – Drilling and Test Pumping

East Cherry Creek DI1 & DI2 – (2) Deep Injection Wells (Class 1)

- Drill to 10,500', complete, perforate 5 zones, acidize, perform injection tests on each perforated zone, install injection string and wellhead, final injection test, and final pressure testing per EPA guidelines.
- Owner: East Cherry Creek Water District
- Consultant: Kennedy and Jenks (303) 985-3636
- Project Manager: Fred Rothauge
- Job Superintendent: John Ashbey/Ed Martin
- Year Completed: 2016
- Construction Contract Amount: \$3,070,178.00 (per well)
- Was contract completed in allotted time: Yes
- Were there any claims or disputes: No

Firestone, CO SWD1 – Deep Injection Well

- Drill and complete one 10,800' deep injection well
- Owner: Town of Firestone, CO
- Consultant: IPT Energy, Neel Duncan
- Project Manager: Fred Rothauge
- Year Completed: 2021
- Contract Amount: \$4,187,000.00
- Was contract completed in allotted time: On schedule
- Were there any claims or disputes: No



CUWCD Wells 16 & 17 – (2) Production Wells

- Drill and complete (2) 1,500' deep production wells with 32" borehole, and 24" production casing.
- Owner: Central Utah Water Conservancy
- Consultant: Hansen, Allen & Luce, Lance Nielson, (801) 566-5599
- Project Manager: John Taylor
- Job Superintendent: Kevin Whittemore, Tyler Curtis
- Year Completed: 2022 (Project in progress, 75% Complete to date)
- Construction Contract Amount: \$6,927,688
- Was contract completed in allotted time: On schedule
- Were there any claims or disputes: No

City of El Paso – Desalination Well (Class1)

- Drill and complete one 4,400' deep Class 1 injection well, pressure and injection test.
- Owner: City of El Paso, TX
- Consultant: Moreno Cardenas, Inc. (915) 532-2091
- Project Manager: Bruce Reichmuth
- Job Superintendent: Roby Coyne, Fred Rothauge
- Year Completed: 2006
- Construction Contract Amount: \$2,467,260.00
- Was contract completed in allotted time: Yes
- Were there any claims or disputes: No

Great River Energy – Non Hazardous Well (Class 1)

- Drill and complete one 5,600' deep Class 1 injection well, pressure and injection test.
- Owner: Great River Energy, Washburn, ND
- Consultant: Golder and Associates, Ron Jorgenson, (303) 980-0540
- Project Manager: Fred Rothauge
- Job Superintendent: Tim Jones/Fred Rothauge
- Year Completed: 2015
- Construction Contract Amount: \$2,100,000.00
- Was contract completed in allotted time: Yes
- Were there any claims or disputes: No



Twin Oaks Brackish Desalination Project – Non Hazardous Well (Class 1)

- Drill and complete one 5,600' deep Class 1 injection well, pressure and injection test
- Owner: San Antonio Water and Sanitation (SAWS)
- Consultant: LBG Guyton / Zachary & Parsons – Bill Stein, (512) 694-9640
- Project Manager: Fred Rothauge/Nick Taranik
- Job Superintendent: Tim Jones/Grant Snyder
- Year Completed: 2015
- Construction Contract Amount: \$5,600,000.00
- Was contract completed in allotted time: Yes
- Were there any claims or disputes: No

SAWS Test Well – Exploratory Well

- Drill one 2,700' exploratory well. Air lift develop and test, artesian flow of 400 gpm, water sample and abandon.
- Owner: San Antonio Water and Sanitation (SAWS)
- Consultant: LBG Guyton Associates, W. John Seifert, (713) 468-8600
- Project Manager: Bruce Reichmuth
- Job Superintendent: Jim Hale
- Year Completed: 2008
- Construction Contract Amount: \$1,327,363
- Was contract completed in allotted time: Yes
- Were there any claims or disputes: No

Town of Stanford Madison Wells. Drill, complete, and test one Madison Well to 3500'.

- Drill and complete one 3,500' deep well.
- Owner: Town of Stanford, CT
- Consultant: Robert Peccia & Associates
- Year Completed: 2018
- Construction Contract Amount: \$1,342,614
- Was contract completed in allotted time: Yes
- Were there any claims or disputes: No



Hydro

resources

Parker – Ridgeway and Canyons Sites. Drill, complete and test two Arapahoe wells (20" x 12" x 1927' & 20" x 12" x 2108'), two Denver wells (1412' x 17.5" x 10" & 1604' x 17.5" x 10") and two Dawson wells (474' x 17.5" x 10" & 706' x 17.5" x 10").

- Owner: City of Parker, Jarod Baylie – jbaylie@pwsd.org 720-842-4262
- Consultant: Lytle Water Solutions, LLC, Bruce Lytle – bruce@lytlewater.com 303-350-4090
- Project Manager: John Taylor
- Project Superintendent: Jim Hale/Shelby Rader
- Date Completed: 2019
- Contract Amount: \$2,942,644

Centennial Water Wells A-2R and A-8. Drill, complete and test two Arapahoe Wells.

- Owner: Centennial Water District, John Kaufman – jkaufman@highlandranch.com 303-791-0430
- Consultant: Hemenway Groundwater Engineering, Inc., Courtney Hemenway
chemenway1@msn.com 303-805-1750
- Project Manager: John Taylor
- Project Superintendent: Jim Hale/Shelby Rader
- Date Completed: 2019
- Contract Amount: \$1,519,138

Castle Pines Country Club Arapahoe Well. Drill, complete, test and install permanent pump equipment for an Arapahoe Well (1770' x 17.5" x 10").

- Owner: Castle Pines Country Club - Sean McCue – seankmccue@gmail.com 303-688-5980
- Consultant: Quantum Engineering - Theresa Jehn-DellaPort
- Project Manager: John Taylor
- Project Superintendent: Jim Hale/Shelby Rader
- Date Completed: 2020
- Contract Amount: \$1,100,000

Triview Metropolitan District (CO) Wells A-9 & D9. Drill, test, and install permanent pump equipment for Triview Metropolitan Wells A-9 & D-9 (1880'x12", 1380' x 12").

- Owner: Triview Metropolitan District, Jim McGrady – jmcgrady@triviewmetro.com 719-602-4391
- Consultant: JDS Hydro Consultants Inc. – Mario Dipasquale – mdipasquale@jds-hydro.com 719-227-0072
- Project Manager: John Taylor
- Project Superintendent: Jim Hale/Shelby Rader
- Date Completed: 2020 (currently finishing the permanent pump equipment startup)
- Contract Amount: \$1,800,000

Meridian Metro Service District Wells A-6 & LFH-6. Drill and test Meridian Metro Service District Wells A-6 (2330' x 17.5" x 10") & LFH-6 (2330' x 17.5" x 10")



- Consultant: JDS Hydro Consultants Inc. – Mario Dipasquale – mdipasquale@idshydro.com 719-227-0072
- Project Manager: John Taylor
- Project Superintendent: Jim Hale/Shelby Rader
- Date Completed: 2020
- Contract Amount: \$1,275,700

Tooele City Install Park and Berra Wells (28" x 20" x 810', 28" x 20" x 1200'). Provide all well development and testing

- Owner: Tooele City, Paul Hansen – paulh@tooelecitecity.com 435-843-2132
- Consultant: Hansen, Allen & Luce – Lance Nielsen – lance@halengineers.com 801-566-5599
- Project Manager: John Taylor
- Project Superintendent: Jim Hale/Kevin Widdeson
- Date Completed: 2020
- Contract Amount: \$2,100,000

Town of Bennett Well LFH6. Drill, develop, and performance test Well LFH6 for the Town of Bennett (1600' x 10")

- Owner: Town of Bennett
- Consultant: Jehn Water Consultants – Gina Burke – gburke@jehnwwater.com 303-321-8335
- Project Manager: John Taylor
- Project Superintendent: Jim Hale
- Date Completed: 2020
- Contract Amount: \$475,000

Central Colorado Water Conservancy District Irrigation Wells. Install Qty. 12 irrigation wells for Central Colorado Water Conservancy District. The general scope is seven 20" wells (75' x 34" x 20" completion) & five wells (75' x 34" x 24"). All wells constructed with stainless steel materials with test pumping and development performed.

- Location: Greeley, CO
- Owner: Central Colorado Water Conservancy District
- Consultant: Hydro Kinetics, Inc. Scott Mefford – smefford@comcast.net 303-237-8865
- Project Manager: John Taylor
- Superintendent: Jim Hale
- Date Completed: 2020
- Contract Amount: \$857,747

Town of Elizabeth Wells A2 & D2. Drill and production test Wells A2 & D2 for the Town of Elizabeth (2058' x 17.5" x 10", 1580' x 17.5" x 8").

- Owner: Town of Elizabeth, CO Mike DeVol



Hydro

resources

- Consultant: HRS Water Consultants – Reid Polmanteer rpolmanteer@hrswater.com 303-462-1111
- Project Manager: John Taylor
- Project Superintendent: Jim Hale/Shelby Rader
- Date Completed: July 2020
- Contract Amount: \$865,545

Fox Hill Development Arapahoe Well Drill, develop, and performance test Arapahoe Well for the Fox Hill Development (2208' x 12")

- Owner: Fox Hill Development
- Consultant: Jehn Water Consultants – Gina Burke – gburke@jehnwater.com 303-321-8335
- Project Manager: John Taylor
- Project Superintendent: Jim Hale
- Date Completed: 2019
- Contract Amount: \$750,000

CB Independence Development Arapahoe Well Drill, develop, and performance test Arapahoe Well for the CB Independence Development (2100' x 12")

- Owner: CB Independence Development
- Consultant: Jehn Water Consultants – Gina Burke – gburke@jehnwater.com 303-321-8335
- Project Manager: John Taylor
- Project Superintendent: Jim Hale
- Date Completed: 2019
- Contract Amount: \$700,000

Previous Experience – Pump Maintenance & Well Rehabilitation

Aurora North Campus Well Rehabilitation Program 2018. Remove pumps from 6 alluvial wells and perform well rehabilitations on each well including equipment repair/replacement.

- Location: Aurora, CO
- Owner: Aurora Water
- Consultant: Kennedy Jenks Engineering
- Project Manager: Randy Parsons
- Superintendent: Jeff Brown
- Date Completed: 2018
- Contract Amount: \$378,733

Centennial WSD Well Rehabilitations 2019. Remove pumping equipment from 3 deep wells and perform well rehabilitation on each well including equipment repair/replacement.



Hydro

resources

- Location: Highland Ranch, CO
- Owner: Centennial WSD
- Consultant: Hemenway Groundwater Engineering
- Project Manager: Jeff Brown
- Superintendent: Various
- Date Completed: 2019
- Contract Amount: \$236,000

Parker WSD Well Rehabilitations 2019. Remove pumping equipment from 5 deep wells and perform well rehabilitation on each well including equipment repair/replacement.

- Location: Parker, CO
- Owner: Parker
- Consultant: Parker WSD
- Project Manager: Jeff Brown
- Superintendent: Various
- Date Completed: 2019
- Contract Amount: \$210,000

Blackstone Country Club Well Rehabilitations 2019. Remove pumping equipment from 2 deep wells and perform well rehabilitation on each well including equipment repair/replacement.

- Location: Aurora, CO
- Owner: Blackstone Country Club
- Consultant: None
- Project Manager: Jeff Brown
- Superintendent: Various
- Date Completed: 2019
- Contract Amount: \$197,690

Castle Rock Alluvial Well Rehabilitations 2019. Remove pumping equipment from alluvial well and perform well rehabilitation including equipment repair/replacement.

- Location: Castle Rock, CO
- Owner: Castle Rock Water



- Consultant: None
- Project Manager: Jeff Brown & Randy Parsons
- Superintendent: Various
- Date Completed: 2019
- Contract Amount: \$77,000

Major Equipment –

All mud (reverse/direct) are overseen by a qualified mud engineer to control fluid properties and manage artesian conditions

2014 Loadcraft 1000 42x12

Telescoping Mast 118' feet
410,00lbs rotary beam capacity, 250,000 setback capacity
(2) Cat C-15's, 540 HP, 6 cylinder engines
Allison CLT 6061RB Transmission
Warrior 250 Top Drive, Model 250HR, hydraulic
MZ9 Pump, with Caterpillar 3508, 1000 HP Engine
Cagle C-98 Mid Pit, with (3) National Oil Well MXMA05 agitators

Gefco SS50K Top Head Drilling Rig

1500' Portable Truck Mounted Drill Rig with California "Carb Compliant" Equipment
Rated at 50,000# capacity
Powered by Cat C-15 Diesel, 550 HP, Tier 3 with Eaton Fuller-8 Speed Transmission
Sullair 1150 Cfm @ 350 PSI, 2 Stage Twin Screw Air Drilling Compressor
Mast 35' Height Above Table, Rated 50,000# Pull Down, 50,000# Hold Back
Tibban Mud Puppy Mud System, Double Screen Shaker, 600 Gallon Mud Tank with Mix Hopper

Midway 2500 Drilling Rig

1,200' Portable, Trailer Mounted Drill Rig with California Carb Certified Equipment
Wilson Junior Double Drum Drameworks
Powered by Detroit Series 40, 210 HP @ 2100 RPM, Tier 3
60' Mast, Rated at 125,000#
Sullair Hh700, 700Cfm @ 200 PSI, Sound Attenuated Enclosure, Engine Tier 4i
350 Bbl Tank with Miswaco Mongoose Pro Linear shaker, 1,000 GPM Mud Cleaner



Hydro
resources

(2) Miller Xmt 350 Cc/cv Invertor Units, (2) Lincoln Ln-25 Wire Feed Units
2,000 gallon, Double Wall Steel, Metered Fuel Pump
Self Contained Dog House with Crew Lockers, Work Room, Tool Storage, and Tower Lighting

Challenger 230 Drilling Rig

2,200' Portable, Trailer Mounted Drilling Rig, California Card Certified Equipment
Fixed 64' Single Mast, Rated 150,000#
Powered by Cat C-15, 475 Hp @2 100 PRM, Tier 4 Final
Sullair Hh700, 700 Cfm @ 200 Psi Compressor, Sound Attenuated Enclosure
350 Bbl Tank with Miswaco Mongoose Pro Linear shaker, 1,000 GPM Mud Cleaner
(2) Miller Xmt 350 Cc/cv Invertor Units, (2) Lincoln Ln-25 Wire Feed Units
2,000 Gallon, Double Wall Steel, Metered Fuel Pump
Self Contained Dog House with Crew Lockers and Work Room

Schramm T200XD Portable Top Head Drill Rig

Rated at 200,000# capacity
1170 Cfm 350 PSI Compressor
100 KV Generator
4000' 7"x 4" Dual Wall Reverse Drill Pipe
10.75" Drill Collars
350 Barrel Mud System w/MI SWACO Linear Shaker and Mud Cleaner.

Three Challenger 320 Drilling Rigs – 150,000# capacity

10' Substructure
Doghouse with 1800 Gallon Diesel Tank
900 Cfm 350 PSI Compressor or 1100 Cfm 350 PSI Compressor
60 KVA Generator
3000' of 41/2" Direct Rotary Drill Pipe with 10, 6" Collars
3000' of 65/8" Reverse Circulation Drill Pipe with 9" Collars
10,000# Extended Reach Forklift
400bbl Mud Tank – 2 Shakers with De-Sanders (if needed)
Swab/Airlift Attachments for 65/8" Pipe



Hydro
resources

Two Atlas Copco TH60 Top Drive Drilling Rigs

Up to 20" Diameter Boreholes, up to 2,000' depth

Truck Mounted Drill Rig on 3 Axle Carrier, 8,000 gvwr

Powered by Cummins Isx-600 HP @ 1800 RPM

30,000 Single Line Bare Drum, 180 ft/min

Working Clearance: 37' 6"

Structural Capacity 75,000 lbs, Pull Back Capacity 70,000 lbs, Pull Down Capacity 30,000 lbs

Retractable Table with 20" Opening

Two Speed Rotary Head: 8,000 ft-lbs @ 105 RPM, 5,500 ft-lbs @ 145 RPM

Axial Piston Pump Hydraulic System

Challenger 360 Drilling Rig – Double Drawworks

Powered by Cat C-15 475 HP @ 2100 PRM, Tier 4 Final

Mast is Fixed, 84' Single, Rated 200,000 lbs API

Rotary Table is Howard Turner, 1"

Custom 350 bbl Mud Tank with Mongoose Pro Linear Shaker, 1,000 GPM

(2) Miller Xmt 350Cc/cv Invertor Units and (2) Lincoln Ln-25 Feed Units

2,000 Gallon Fuel Tank with Metered Fuel Pump

Doghouse has Crew Lockers, Work Room, Storage, Tower Lighting, Depth Recorder,

Also available:

Hydro Resources has over 30 additional rigs available, including 10 additional Reverse Circulation Drill rigs ranging from 30,000# to 140,000# and Several test Hole Rigs

Various support equipment to accommodate our extensive fleet of frill rigs.

Pump Equipment:

50 ton Smeals with power tongs

35 ton Smeals with power tongs

20 ton SEMCOs with power tongs

High speed Bailer Rigs

15 ton Siemens Crane



Hydro

resources

Test Pumps – Line Shaft Turbine pumps (up to 5000 gpm) and submersible pumps up to 400 Hp (est. 2000 gpm)

Additional Services Offered

Groundwater Imaging - Hydro Resources also offers state-of-the-art hydro-geophysical imaging services which allow us to evaluate aquifers for numerous hydrological and geological purposes. High-Pressure Jetting can be used as an alternative to chemicals that will deteriorate pipes. Over time a well will lose production and efficiency due to congestion in the screened or slotted zones in a well. This congestion is a result of bacterial sludge, mineral deposits, silt, and clay, but usually, it will be a combination of 2 or more of these factors. These common cleaning methods do a fair job, at best, of removing these congesting materials. With Hydro's new High-Pressure Jetting service you will receive a superior job of removing these obstructing materials.

High Pressure Jetting - Using Hydro's High Pressure Jetting System can address biological and mineral issues easily. The jetting action will break apart both types of deposits within the well. Hydro's High Pressure Jetting System will penetrate deposits inside and outside of the well screen. It can also penetrate through the gravel pack and even out into the formation. A pH controlled chlorine solution can then be added to kill the bacteria. After a thorough bailing process to remove the solids, the pump can be reinstalled. If mineral plugging is extreme, an additional chemical treatment of acid wash may be a beneficial step.

Method of Approach and Available Resources to Complete the Work

1. Best Value Engineering – At Hydro Resources, we have a vast knowledge of the water industry and strive to provide the client with a best value in the products we provide. We offer a wide range of in-house capabilities from geophysical imaging, drilling of nearly all scopes, testing, pump installation and custom controls work for all applications. We also have a wide range of consulting resources if the situation warrants additional resources to complete the project.



Hydro
resources

2. Quality Assurance – Hydro Resources strives to complete the project to the client and the engineer’s specification. We use the most current methods and products to achieve a quality product for the client. We are backed by a large company base and support staff to complete projects on schedule and budget. We utilize a multi-tiered management system beginning with the day/shift Supervisor, Tool Pusher, Project Manager, and Regional Managers. All work is reported to management daily for review and scheduling of materials and subcontractors. Daily site meetings and weekly management meetings facilitate smooth operations in the field. All materials are inspected at the time of delivery to guarantee the quality and specification of the materials. All fluids or materials are NSF or AWWA certified to meet the highest of water quality standards. Full time Mud Engineers are on site to assure hole properties are maintained, which minimizes damage to the water bearing formations. All sub-contractors are subject to inspection from the management team and are required to perform to the expectations of the client and our supervisors. In the event of non-conforming work, the subcontractor will be responsible to mitigate the problem or even replace the defective items.

Project examples – Prairie Waters – Surface casing was damaged upon delivery; the casing was rejected, and supplier was forced to rush replace the materials at no cost to the client or to Hydro. On several projects, a larger than specified hole was drilled to facilitate accurate casing and gravel pack placement to improve the function of the well. Gillette, WY – corrected pump drive issues when nuisance faults appeared. Prairie Waters – Pitless units were scratched in transit, manufactures original paint was ordered and the units were repaired prior to installation.

3. Back up planning – If conditions warrant, Hydro Resources has five rigs and staff capable of completing the wells and are committed to the success of the project. If necessary, we would be able to mobilize additional resources and equipment to maintain on schedule.

4. Contributions special knowledge – Hydro Resources has an extensive knowledge base and equipment range to complete nearly any project scope. From monitoring wells to large diameter (24”) and deep (3000+ ft.) wells, Hydro Resources has the equipment and manpower to complete and manage a wide range of drilling projects. Our large diameter reverse circulation drilling rigs (Challenger 320s) are capable of drilling a 30” diameter borehole to depths of 2000’+ and smaller boreholes to a much greater depth.

5. Emergency Work – Hydro Resources makes every effort to provide our clients with timely service and repairs. We can typically dispatch controls technicians within a one to two day time frame, pump equipment within two to five days, and drilling rigs in a one to two week timeframe. On past projects, we have been able to mobilize a Challenger 320 with nine additional loads of support equipment and start drilling on an emergency project within one week. If one Hydro Resources office cannot make the call in a timely manner, we are able to rely on one of our other offices in Colorado, Nevada, Texas, and Kansas to assist in the emergency response.

**Name:**

Jim Hale, Hydro Resources – Rocky Mountain Inc. Drilling Manager

Summary:

Experience: Responsible for technical support of regional drilling operations. 30 years of professional and practical experience in the well drilling and construction industries. Responsible for implementing company drilling programs. Specific responsibilities include: operational safety, project planning and execution, equipment and drilling processes refinement, monitoring of daily drilling operations and trouble-shooting of difficult drilling conditions, fishing operations, and engaged in the overall improvement of daily drilling operations and services.

Specialties: Licensed Well Construction Contractor, Driller and Rig Operator: Colorado, Nevada, New Mexico, Texas, Utah and Wyoming.

Specialized Competence: Conventional Air and Mud Rotary; Hollow Stem Auger Drilling; Air Assisted Reverse Rotary Drilling; Drill Tool Selection and Design; Lost Tool Fishing Operations; H2S Drilling; Various Soil and Water Sampling Techniques; Oil and Gas Drilling; Dual Tube Drilling; Top Drive and Table Drive Equipment.

Affiliations:

National Ground Water Association, Well Driller

Education/Training:

National Ground Water Well Driller Certification # 3142913

American Red Cross First Aid and CPR

Mine Safety and Health Administration training and updates

OSHA 40 Hour Training program and updates

Class "A" CDL Driver's License with Tanker and Hazmat Endorsements

Environmental Compliance Degree-Red Rocks Community College

Certifications/Licenses:

Licensed Well Construction Contractor, State of Colorado, License #1466

Licensed Well Driller, State of Nevada, License #2542

Licensed Well Driller, State of New Mexico, License WD-1726

Licensed Well Driller, State of Texas, License 58400 A

Licensed Well Driller, State of Utah, License 815

Licensed Well Construction Contractor, State of Wyoming, License COWD 081

Experience:**Hydro Resources-Rocky, Inc. – Drill Manager**

2016 – Present

Responsible for bid estimation and technical support of drilling operations and managing company drilling programs in the United States. Work includes day to day operation oversight in drilling of large diameter, high capacity water wells for the Agriculture, Municipal and Industrial markets.

Hydro Resources-West, Inc. – Operations Technical Support

2014 – 2016, Shafter, CA

Responsible for technical support of drilling operations and managing company drilling programs in the western United States. Work includes day to day operation oversight in drilling of large diameter, high capacity water wells for the Agriculture, Municipal and Industrial markets in the Central Valley of CA.



Layne Christensen Company – Operations Manager

2010 – 2014, Denver, Colorado

Managed all field operations in a seven state region. The work included directional drilling, mine site work, large diameter municipal water wells, environmental drilling and mineral exploration.

Hydro Resources-West, Inc. – Operations Manager

2006 – 2010, Ft. Lupton, CO

Managed all field operations in the region drilling large diameter municipal, irrigation and mineral exploration wells.

Hydro Resources-West, Inc. – Field Supervisor

2004 – 2006, Ft. Lupton, CO

Supervised field operations of various types of rigs operations, including: test holes, municipal wells, and mineral exploration.

Layne Christensen Company – Senior Driller

1992 – 2004, Denver, Colorado

Conduct field operations of various drilling operations throughout the western region. The work included oil and gas, municipal water, directional, irrigation and monitoring wells.

Maggiara Brothers Drilling – Field Supervisor

1987 – 2004, Watsonville, CA

Conduct the field operations for the environmental division with auger and core rigs working on SUPERFUND and FEMA projects.

Representative Projects:

Air assisted reverse rotary equipment operation experience to 3,000 feet.

Air lift development procedures (using extra high pressure and high volume air packages).

Mud programs to control high flow and artesian pressure and lost circulation issues.

Blow out preventer (BOP) use and safety programs.

Drill rig operations up to 200,000 lbs. hook load capacity with depths in excess of 5,000 feet.

Artesian water well drilling experience to depths greater than 3,000 feet.

Directional drilling operations; mud motor operations.

Target drilling operations.

Monitor well installation programs using hollow stem auger; HQ and NQ core systems.

Oil shale drilling programs.

M. JOHN TAYLOR

13027 County Road 18 Fort Lupton CO 80621 303-945-5752 jtaylor@hydroresources.com

Administration and Management

Over ten years' experience in organization of employees and necessary duties to maintain customer relationship. Invoicing, payment collection, coordinating crews and reviewing necessary corporate reports while maintaining honesty and integrity and performing duties in a timely and efficient manner.

Professional Experience

HYDRO RESOURCES ROCKY MOUNTAIN

2019 to Present

Project Manager & Estimator

Key Duties:

- Responsible for contract review and editing
- Estimate and coordinate projects
- Review Pay Applications
- Communicate with drill manager to ensure all materials are onsite with no delays to projects
- Ensure that communication is maintained with project engineer

HYDRO RESOURCES ROCKY MOUNTAIN

Regional Manager

2013 to 2019

Key Duties:

- Responsible for contract review and editing
- Review A/R and A/P
- Communicate and meet with customers in a cordial professional manner
- Communicate with subordinates and maintain cooperate policy
- Ensure that all jobs are done timely and efficiently

HYDRO RESOURCES ROCKY MOUNTAIN

2012 to 2013

Ag Manager

Key Duties:

- Responsible for the formation and equipping of the new agriculture pump division for Rocky Mountain
- Review billing for jobs performed
- Issue purchase orders and communicate with vendors
- Order necessary inventory items
- Build customer base by communication and doing job in a timely and cost efficient manner

HYDRO RESOURCES MID CONTINENT

2003 to 2011

Branch Manager

Key Duties:

- Led Hereford branch in showing a profit within one year of taking over duties.

Page 293



Rocky Mountain, Inc.

- Fulfilled municipal contracts within time allowed while maintaining necessary paperwork.
- Organized field crews to perform daily tasks as quickly and efficiently as possible.
- Review the daily invoicing for jobs ensuring that all inventory used was accounted for and priced correctly.
- Order replacement materials from vendors at the best price and the best quality.

Education

WEST TEXAS A&M UNIVERSITY

Bachelor of General Studies

Other Qualifications

Class A Commercial Driver's License

State Drillers & Pump Installers License for Texas (56041KPT), Colorado (1472), Wyoming (COPI101) (COWD129), Utah (866), New Mexico (ES10-385467)

Federal Explosives License holder

Efficient in Microsoft Office Suite

Trustworthy and Dependable to perform duties

Proficient in customer relations and employee relations

Public Water Jobs Completed:

- **Central Utah - Drill wells 8, 9 & 10 – Dill three culinary wells for Central Utah Water Conservation District – Hansen, Allen & Luce**
- **City of Tooele, UT – Three test borings and two culinary wells – Paul Hansen**
- **Town of Castle Rock, CO – Lanterns well project drill and test 3 ASR Wells – Leonard Rice Engineers**
- **Renew Strategies, Hudson CO, refurbished and installed pumping equipment in eight existing wells. G.C. Stan Javernick – Hydro Construction 310-225-2211**
- **City of Hereford, TX Drilled, tested and installed pumps in 10 new wells. Engineering firm: Parkhill, Smith and Cooper Engineer: Zane Edwards 806-473-2200**
- **City of Canyon, TX Drilled, tested and installed pumps in 7 new wells. Engineering firm: Brandt Engineers Engineer: Kyle Schneiderjan 806-353-7233**
- **City of Amarillo, TX Drilled, tested 17 new wells. Engineering firm: Daniel B. Stevens Engineer: Robert Gray 505-822-9400**
- **City of Dimmitt, TX Drilled, tested and installed pumps in 2 new wells. Engineering firm: Parkhill, Smith and Cooper Engineer: Eric Lopez 806-376-8600**

References:

- **Heather Justus (Castle Rock Water) 303-817-8823**
- **Dave Colvin (Leonard Rice Engineers) 720-771-4403**
- **Mark Volle PE (JDS-Hydro Consultants) 719-227-0072 ext 105**
- **Stan Javernick (Hydro Construction) 970-225-2211**
- **Courtney Hemenway (Hemenway Groundwater Engineering) 303-901-2287**
- **Theresa Jehn (Quantum Water) 720-626-7873**
- **Mario DiPasquale (JDS Hydro Consultants) 719-227-0072**



Rocky Mountain, Inc.

- **Dan Melcher (Melcher Farms) 307-331-0197**
- **Dave Dechant (Dechant Farms) 303-717-0060**
- **J. Lance Nielsen (Hansen, Allen & Luce) 801-566-5599**



**REPORT OF INDEPENDENT AUDITORS
AND CONSOLIDATED FINANCIAL STATEMENTS**

***HYDRO RESOURCES HOLDINGS, INC.
AND SUBSIDIARIES***

DECEMBER 31, 2020 AND 2019



MOSSADAMS



Report of Independent Auditors

The Board of Directors and Stockholders
Hydro Resources Holdings, Inc. and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Hydro Resources Holdings, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Hydro Resources Holdings, Inc. and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Mass Adams LLP". The signature is written in a cursive, flowing style.

Houston, Texas
March 26, 2021

**HYDRO RESOURCES HOLDINGS, INC.
AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS**

	DECEMBER 31,	
	2020	2019
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash	\$ 3,994,394	\$ 4,698,450
Trade accounts receivable, net	15,623,264	15,031,416
Income tax receivable	837,815	310,351
Inventory, net	8,816,823	7,944,512
Contract assets	9,696,237	4,518,139
Accrued revenue	905,206	359,637
Other current assets	1,298,666	1,083,589
Total current assets	41,172,405	33,946,094
MACHINERY AND EQUIPMENT, net	31,933,004	34,683,528
GOODWILL, net	5,615,863	6,737,094
OTHER ASSETS, net	1,245,221	1,292,318
Total assets	<u>\$79,966,493</u>	<u>\$76,659,034</u>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 2,857,232	\$ 3,440,175
Accrued expenses	4,939,699	4,390,962
Current portion of long-term debt	5,098,562	1,471,182
Contract liabilities	429,393	234,409
Total current liabilities	13,324,866	9,536,728
DEFERRED TAX LIABILITY	5,966,671	6,954,799
LONG-TERM DEBT	5,430,791	1,743,623
OTHER LONG-TERM LIABILITY	542,325	638,923
Total liabilities	25,264,673	18,874,073
COMMITMENTS AND CONTINGENCIES (Note 7)		
STOCKHOLDERS' EQUITY:		
Preferred stock – 400,000 total shares authorized of which 15,000 are designated as Series B, 1,000 are designated as Series C with the remaining 384,000 undesignated. All series have a par value of \$.001 per share. At December 31, 2020 and 2019, there are zero preferred shares issued or outstanding.	–	–
Common stock, par value \$.001 per share; 600,000 shares authorized, 130,265 shares issued at December 31, 2020 and December 31, 2019, 80,587 and 102,543 shares outstanding at December 31, 2020 and December 31, 2019, respectively.	130	130
Additional paid-in capital	5,607,002	5,572,940
Retained earnings	65,760,455	63,170,196
Treasury stock, at cost, 49,678 common shares	(16,665,767)	(10,958,305)
Total stockholders' equity	54,701,820	57,784,961
Total liabilities and stockholders' equity	<u>\$79,966,493</u>	<u>\$76,659,034</u>

See accompanying notes to these consolidated financial statements.

**HYDRO RESOURCES HOLDINGS, INC.
AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME**

	YEARS ENDED DECEMBER 31,	
	2020	2019
REVENUES:		
Drilling revenue	\$ 56,810,436	\$ 60,254,020
Service revenue	40,972,666	36,161,997
Other	1,021,504	599,586
Total revenues	98,804,606	97,015,603
COSTS AND EXPENSES:		
Cost of sales	56,624,555	59,145,969
General and administrative	34,110,390	29,708,554
Depreciation and amortization	5,303,170	5,533,744
Total costs and expenses	96,038,115	94,388,267
OPERATING INCOME	2,766,491	2,627,336
OTHER INCOME (EXPENSE)	335,587	(57,938)
INTEREST EXPENSE, net	(123,613)	(76,979)
INCOME BEFORE PROVISION FOR INCOME TAXES	2,978,465	2,492,419
PROVISION FOR INCOME TAXES	(388,206)	(683,467)
NET INCOME	<u>\$ 2,590,259</u>	<u>\$ 1,808,952</u>

See accompanying notes to these consolidated financial statements.

**HYDRO RESOURCES HOLDINGS, INC.
AND SUBSIDIARIES**

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

YEARS ENDED DECEMBER 31, 2020 AND 2019

	PREFERRED SHARES	PREFERRED STOCK \$.001 PAR VALUE	ADDITIONAL PAID-IN CAPITAL PREFERRED STOCK	COMMON SHARES	COMMON STOCK \$.001 PAR VALUE	ADDITIONAL PAID-IN CAPITAL COMMON STOCK	RETAINED EARNINGS	TREASURY STOCK	TOTAL
BALANCES, December 31, 2018	-	\$ -	\$ -	127,865	\$ 128	\$ 5,382,880	\$ 61,361,244	\$ (9,288,913)	\$ 57,455,339
Non-cash compensation	-	-	-	-	-	34,062	-	-	34,062
Stock option exercise	-	-	-	2,400	2	155,998	-	-	156,000
Treasury share repurchase	-	-	-	-	-	-	-	(1,669,392)	(1,669,392)
Net income	-	-	-	-	-	-	1,808,952	-	1,808,952
BALANCES, December 31, 2019	-	-	-	130,265	130	5,572,940	63,170,196	(10,958,305)	57,784,961
Non-cash compensation	-	-	-	-	-	34,062	-	-	34,062
Treasury share repurchase	-	-	-	-	-	-	-	(5,707,462)	(5,707,462)
Net income	-	-	-	-	-	-	2,590,259	-	2,590,259
BALANCES, December 31, 2020	-	\$ -	\$ -	130,265	\$ 130	\$ 5,607,002	\$ 65,760,455	\$ (16,665,767)	\$ 54,701,820

See accompanying notes to these consolidated financial statements.

HYDRO RESOURCES HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31,	
	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 2,590,259	\$ 1,808,952
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	5,303,170	5,533,744
Asset impairment	3,359,909	—
Non-cash compensation	34,062	34,062
Deferred income taxes	(988,128)	(299,890)
Deferred compensation and rent	(96,598)	(9,311)
Gain on disposal of machinery and equipment	(67,638)	(123,260)
Bad debt expense	276,551	726,552
Changes in working capital accounts:		
Trade accounts receivable	(868,399)	(3,439,630)
Costs and estimated earnings in excess of billings on uncompleted contracts	—	3,458,533
Contract assets	(5,178,098)	(4,518,139)
Income tax receivable/payable	(527,464)	(47,608)
Accrued revenue	(545,569)	883,704
Inventory	(872,312)	1,169,860
Other current assets	(215,077)	108,003
Other assets	38,993	25,156
Accounts payable	(582,943)	(18,744)
Accrued expenses	548,737	417,393
Billing in excess of costs and estimated earnings on uncompleted contracts	—	(391,006)
Contract liabilities	194,984	234,409
Net cash provided by operating activities	2,404,439	5,552,780
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of machinery and equipment	(5,087,829)	(4,123,383)
Proceeds from sale of equipment	372,247	623,266
Net cash used in investing activities	(4,715,582)	(3,500,117)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment on subordinated debt or long-term borrowings	3,607,087	(1,444,862)
Purchase of restricted shares	(2,000,000)	(1,669,392)
Proceeds from exercise of stock options	—	156,000
Net cash provided by (used in) financing activities	1,607,087	(2,958,254)
NET CHANGE IN CASH	(704,056)	(905,591)
CASH, beginning of year	4,698,450	5,604,041
CASH, end of year	\$ 3,994,394	\$ 4,698,450
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid for:		
Interest	\$ 110,272	\$ 189,042
Income taxes	\$ 1,880,000	\$ 885,000
Non-cash financing activities:		
Purchase of restricted shares	\$ 3,707,462	\$ —

See accompanying notes to these consolidated financial statements.



Office
5810 East 77th Avenue
Commerce City, CO 80022

T (303-755-1281)
graniteconstruction.com

Page 303

31 January 2022

Jehn Water Consultants, Inc.
88 Inverness Circle East, Suite K-102
Englewood, CO 80112

Attn: Miss Gina L Burke, President
Miss Hillary L Banks, Project Manager/Hydrologist

Subj: Town of Bennett LFH14

Dear Miss Burke and Miss Banks:

Layne Christensen Company is pleased to present this proposal for the drilling, installation, development and testing of the above-mentioned well. In accordance with your request, the following information is attached:

- Bid bond
- Bid Form
- Technical qualifications

Mr. Jasen Decker would serve as our project manager for this program. His resume is attached. Our financial data can be viewed at <https://investor.graniteconstruction.com/financial-reports>.

Based on our current estimated schedule, Layne would be able to start this project in 4-6 weeks. Please add 4-6 weeks to the contract time if the temporary road option is chosen and 6-8 weeks if the permanent road option is chosen. If the Town intends to award Layne this work, please verify our schedule prior to providing a notice of award as our schedule is very dynamic. If you have questions regarding any of the enclosed information, please contact our office. Layne has appreciated this opportunity to be of service and looks forward to the possibility of working with you and your team on this project.

Sincerely,
LAYNE CHRISTENSEN COMPANY

Brian W Dellett, Senior Account Manager

SECTION 4

**TOWN OF BENNETT
CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL
LFH-14**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we Layne Christensen Company
as Principal, hereinafter called the Principal, and, _____
Travelers Casualty and Surety Company of America
a corporation duly organized under the State of Connecticut
As Surety, hereinafter called the Surety, are held and firmly bound unto the TOWN OF BENNETT
as Obligee, hereinafter called the Obligee, in the sum of
Five Percent (5%) of Bid Amount Dollars (\$ 5% of Bid Amount),
for the payment of which sum will and truly to be made, the said Principal and the said Surety,
bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Construction of the Bennett Laramie-Fox
Hills Aquifer Well LFH-14.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such
bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient
Surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

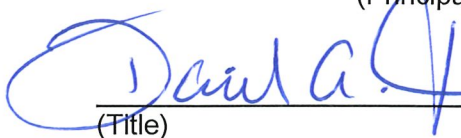
Signed and sealed this 20th day of January 2022



(Witness)

Layne Christensen Company

(Principal)



(Title)




Maria Gomez

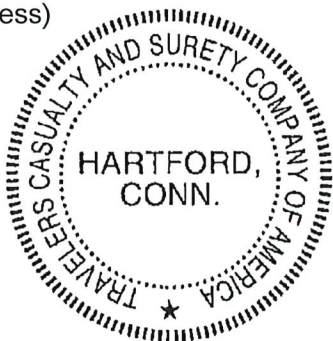
(Witness)

Travelers Casualty and Surety Company of America
(Surety)



(Title)

Isabel Barron, Attorney-In-Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

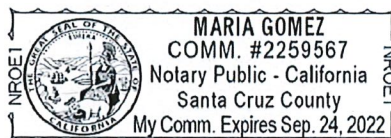
State of California
County of Santa Cruz)

On January 20, 2022 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez* (Seal)
Maria Gomez, Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **January 20**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL
LFH-14

ATTACHMENT A to ADDENDUM NO. 1

BASE BID SCHEDULE

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization/demobilization	LS	Lump sum	\$72,835.00	\$72,835.00
2	Drill approx. 30-in hole to install 24-inch Surface Casing to a depth of 40 ft	ft	40	\$605.00	\$24,200.00
3	Drill approx. 17.5-inch hole reverse circulation with a polymer-bentonite mix drilling fluid; TD 1,635 feet	est ft	1635	\$85.00	\$138,975.00
4	Geophysical Log to T.D., as per specifications, est. depth 1,635 ft	LS	Lump sum	\$18,095.00	\$18,095.00
5	Provide and install 10-inch steel casing	ft	1427	\$107.00	\$152,689.00
6	Provide and Install stainless-steel screen 10-inch I.D. (0.020 slot)	est ft	190	\$236.00	\$44,840.00
7	Install 10 X 20 gravel pack with tremie pipe and positive displacement. (20 linear ft is rathole)	est linear ft	350	\$65.00	\$22,750.00
8	Install 2.5-inch gravel tube to a depth of 1,305 ft.	est linear ft	1305	\$22.00	\$28,710.00
9	Provide an adequate cement seal from 1,285 ft to the surface, including approximately 5 feet of hot plug.	est linear ft	1285	\$57.00	\$73,245.00
10	Well Development Reverse Airlifting	hrs	14	\$1,350.00	\$18,900.00
11	Well Development Surging	hrs	4	\$2,950.00	\$11,800.00
12	Well Development Jetting	hrs	28	\$1,725.00	\$48,300.00
13	Well Development Airlifting	hr	14	\$1,320.00	\$18,480.00
14	Furnish, install, and remove test pump (with shroud)	LS	Lump sum	\$33,450.00	\$33,450.00
15	Pump Testing to include: 2 hrs surging, 8 hrs step, 24 hrs constant rate pump test and 24 hrs recovery test	LS	Lump sum	\$32,750.00	\$32,750.00
16	Color Video log of well (est. 1615) *accurate depth measurements required.	LS	Lump sum	\$2,515.00	\$2,515.00
17	Chlorination as per Water Well Regulations	LS	Lump sum	\$1,660.00	\$1,660.00
18	Temporary Construction Fence	LS	Lump sum	\$5,280.00	\$5,280.00
19	Site Restoration & Reseeding	LS	Lump sum	\$16,100.00	\$16,100.00
20	East-West temporary access road site preparation	LS	Lump sum	\$33,175.00	\$33,175.00

ALTERNATE BID SCHEDULE

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
21	Construction of permanent all-weather east-west access road	LS	Lump sum	\$85,750.00	\$85,750.00

TOTAL COSTS

BASE BID SCHEDULE (Items 1 through 20):

Seven hundred ninety eight thousand seven hundred forty nine dollars and no cents

(words)

\$ 798,749.00

(number)

ALTERNATE BID SCHEDULE (Item 21):

Eighty five thousand seven hundred fifty dollars and no cents

(words)

\$ 85,750.00

(number)

NOTE:

All depths are estimates, depending on actual well depth, geology, and water levels.

ADDENDUM NO. 1

OWNER: TOWN OF BENNETT

PROJECT: CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL LFH-14

JOB NO: 512.30

DATE: JANUARY 25, 2022 BID OPENING DATE: JANUARY 31, 2022

PURPOSE: The purpose of this Addendum is to provide a modified bid form and to provide additional specifications, clarifications, and supporting information.

1. Clarification to Bid Schedule, Line Item No. 19 Site Restoration & Reseeding:
This line item includes grading and seeding of the site; reseeding is only required on the well pad. Gravel removal is not required (on project site and access roads).
2. Clarification to Site Constraints: Temporary fencing around project site requires temporary chain link panel fencing. Privacy screening is not required.
3. Clarification to Site Access: An East-West access road is necessary to access the LFH-14 well site. Bids should include costs for two access road options, **only one access road type will be selected**. The two access road options are described in Addendum Items 4 and 5, below, and an updated Bid Form is included as **Attachment A**.
4. Modification to Bid Schedule: Addition of Line Item No. 20 for East-West access road sitework necessary to access the well pad.
Contractors are responsible to determine the access road preparation and materials necessary to move equipment in and out of the project site. This Line Item will be replaced by Line Item No. 21, if a permanent all-weather access road is selected.
5. Modification to Bid Schedule: Addition of Alternate Bid Schedule, Line Item No. 21.
This alternate bid schedule provides the option to construct a permanent all-weather East-West access road connecting Penrith Road to the LFH-14 well site. The permanent all-weather access road must be at least 14 feet wide with a 6-inch road base topped with crushed asphalt. A map providing an example of the all-weather access road location is included as **Attachment B**.

6. Clarification to Site Constraints: Vehicle Tracking Control (VTC) pad will be installed at the point where the paved section of Penrith Road terminates and becomes dirt. Point is shown on **Attachment B**.
7. For Informational Purposes: The Town of Bennett will provide snow removal on Penrith Road up to the access point. An example is shown on **Attachment B**. Contractor will be responsible for all access road maintenance beyond this point.

ACKNOWLEDGMENT:

The Contract Documents and Construction Specifications shall not be altered and/or changed in any way other than as heretofore indicated and/or specified.

Questions regarding the preceding addenda should be directed to Jehn Water Consultants, Inc. (303) 321-8335.

Acknowledgment of receipt of this Addendum is verified as signed below and must be submitted with the final bid on this project due January 31, 2022 to: Gina Burke, Jehn Water Consultants, Inc. at: gburke@jehnwater.com.

Signed this 31st day of JANUARY 2022

(Signature)

BRIAN DELLETT

(Print Name)

Jasen G. Decker

Project Manager
WATER RESOURCES DIVISION

Areas of Specialty:

Project management
Alluvial well drilling
Reverse circulation drilling
Pump repair
Well rehabilitation
Project estimating

Professional Certifications:

CDL Class "A"
CO Well Drilling License 1501
NGWA CWD
B.S. Environmental Geology

Total Years' Industry Experience:
24

Joined Layne WRD:
2018

References:

Courtney Hemenway
Hemenway Groundwater
Engineering
303-901-2287

Theresa Jehn-DellaPort
Quantum Water & Environment
720-524-4294
theresa@quantumwaterco.com

Fred Rothauge
Hydro Resources
970-318-3788
frothauge@hydroresources.com

Thom Hanna
Aqseptence Group (Johnson
Screens)
303-570-5452
Thom.hanna@aqseptence.com

Summary of Qualifications

Mr. Decker has 24 years' experience in the water industry in domestic, commercial and surface water. He has been involved in well design, construction, testing, data collection, data base establishment, field modeling, and drill cutting sample sieve analyses for well designs. His drilling experience includes auger, air rotary, mud rotary, casing hammer, reverse rotary and soils drilling techniques, and is a qualified CDL operator. For the last 8 years Mr. Decker has been a commercial/municipal water well construction project manager/supervisor. His responsibilities include project estimating, contract negotiations, project management, materials ordering and coordination, client relations, billing and contract closeout.

Relevant Project Experience

Central Utah Water Conservancy District High Head Wells Project: Provo, Utah

Project Manager - Drill, complete, develop and test 5 - 24" completion, wells to 1500'+- and 4000-6000 gpm production, and 2 multi-level piezometers
Contact: William Bigelow 435-723-0880
Contract Amount: \$8.4M+-

Wells LKa-1 & LFH-1: Prosper Coordinating Metro District, Watkins, Colorado

Project Manager – Drill, complete, develop and test 1 8" - completion well to 1384' and 1 – 10" completion well to 1930'
Contact: Mark Palumbo (303) 462-1111 ext. 302
Contract Amount: \$800K

Sky Ranch Wells LKa-1 & LFH-1: PCY Holdings, Colorado

Project Manager – Drill, complete, develop and test 1- 12" completion well to 1464' and 1 – 12" completion well to 2006'
Contact: Courtney Hemenway 303-901-2287
Contract Amount: \$1.5M

Denver Water ASR Pilot Study – Leonard Rice Engineers, Colorado 2016

Project Manager – Drill, geophysical log and abandon 4 – 7-7/8" boreholes conventional mud rotary to 2000'+- in metropolitan Denver
Contact: Dave Colvin 303-455-9589
Contract Amount: \$600K

Current Experience-Schedule A

<u>Project Name</u>	<u>Owner's Contact Person</u>	<u>Design Engineer</u>	<u>Contract Date</u>	<u>Type of Work</u>	<u>Status</u>	<u>Cost of Work</u>
Rocky Mtn College Art + Design Well A1RR	Regan Headrick Denver, CO 303-225-8599	Scott Mefford Hydrokinetics 303-237-8865	March 2021	Well installation Pump installation Electrical/piping	Completed	\$445K
Town of Monument Well 3R	Steve Sheffield Monument, CO 719-481-2436	Chris Fehn Lytle Water Solutions LLC 303-350-4090	March 2021	Well installation Pump installation Electrical/piping	Completed	\$690K
Castle Pines Metro District LDA8, LDA14, DE14	Jason LeTellier Castle Rock, CO 303-688-8330	Gina Burke Jehn Water Consultants 303-321-8335	March 2021	3 well installations	In progress	\$933K
Columbine Country Club Well 6R	Hugh Lynch Columbine Valley, CO 303-726-0811	Chris Sanchez BBA Water Consultants, Inc. 720-245-2659	February 2021	Well installation	Completed	\$100K
Aurora North Campus Wellfield Expansion	Ted Hartfelder Aurora, CO 303-656-1837	Scott Mefford Hydrokinetics 303-237-8865	January 2021	6 well installations	Completed	\$450K
Town of Monument Well 10	Steve Sheffield Monument, CO 719-481-2436	Chris Fehn Lytle Water Solutions LLC 303-350-4090	November 2020	Well installation Pump installation Electrical/piping	Completed	\$1.04MM
Spring Valley Metro District A2 and Den2 Wells	SVMD CJ Kirst 303-330-8947	Gina Burke Jehn Water Consultants 303-321-8335	March 2020	Well installation	Completed	\$1.3MM
Fountain Well 1 Redrill	Michael R Fink, P.E. City of Fountain 719-322-2088	Mario Dipasquale JDS Hydro 719-227-0072	September 2019	Well installation	Completed	\$93K
Confidential Client	Not available	Tom Hesemann Tetrattech 720-864-4503	June 2019	Well installation Pump installation	Completed	Confidential
Prosper Coordinating MD LKa12	Not available	Mark Palumbo HRS Water Consultants 303-462-1111	April 2019	Well installation	Completed	\$408K
Madison Well Project	Levi Jensen Gillette, WY 307-686-5262	Casey Hanson Morrison Maierle 406-656-6000	November 2015	3 well installations	Drilling done Develop/testing ongoing	\$15.5MM

Past Experience-Schedule B

<u>Project Name</u>	<u>Owner's Contact Person</u>	<u>Design Engineer</u>	<u>Contract Date</u>	<u>Type of Work</u>	<u>Status</u>	<u>Cost of Work</u>
ACWWA Elkhorn Ranch A2	ACWWA Michael Morianti 720-645-1401	Alan Leak RESPEC 720-775-6406	November 2018	Well installation	Completed	\$550K
ECCV Water & Sanitation Dist. Phase 3 Beebe Draw	Michelle Probasco Aurora, CO 303-693-3800	Pat O'Brien Hydrokinetics 303-237-8865	August 2018	5 well installations	Completed	\$450K
Rio Rancho, NM Well 13	Gillie Lopez Rio Rancho, NM 505-891-5049	Roger Peery John Shomaker & Assoc 505-345-3407	June 2018	Well installation	Completed	\$2.2MM
Prosper Coordinating MD LFH12	Not available	Mark Palumbo HRS Water Consultants 303-462-1111	January 2018	Well installation	Completed	\$470K
Flying Horse GC North	Dan Hawkins Colorado Springs, CO 719-487-2631	Tom Dea TZA Water Engineers 303-971-0030	August 2017	Well installation Pump installation	Completed Completed	\$1MM
Los Alamos County Orowi Well 2	James Alarid Los Alamos NM 505-662-8333	Brian Ambrogi Wilson & Company 505-948-5214	May 2017	Well installation	Completed	\$3.85MM
Widefield CO Replacement Well C2	Steven Wilson Widefield, CO 719-390-7111	Mario Dipasquale JDS Hydro 719-227-0072	April 2017	Well installation Pump installation	Completed Completed	\$130K
Eastern Adams County Water District Well 5	Bill Renken Aurora, CO 720-998-6922	Gary Witt Wright Water Engineers 303-480-1700	March 2017	Well installation Pump installation	Completed Completed	\$250K
Town of Castle Rock CR226 and CR227	Heather Justus Castle Rock, CO 720-733-6081	Dave Colvin Leonard Rice 303-867-7662	January 2017	Well installation Pump installation	Completed Completed	\$1.8MM
Hyland Hills Park and Recreation	Terry Barnhard Westminster, CO 303-650-7609	Keith Buckley WSGE 303-455-4027	2016	Well installation	Completed	\$300K
FedEx c/o Colorado Springs Utilities	Not available	Gary Witt Wright Water 303-480-1700	2014	Well installation	Completed	\$480K
ECCV Water & San District	Michelle Probasco Aurora, CO 303-693-3800	Scott Mefford Hydrokinetics, Inc. 505-948-5214	2014	Well installation (3)	Completed	\$2.4MM
Town of Larkspur	Arlen Goertzen Larkspur, CO 303-681-2324	Gary Witt Wright Water 303-480-1700	2014	Well installation	Completed	\$540K

Major Equipment Available-Schedule C

Item

Atlas Copco RD 20 or Challenger 320/360 drill rig
Smeal 50T pump hoisting rig

RIG SPECIFICATION SHEET: ATLAS COPCO RD20-III



RIG MOUNTING:

Heavy duty 5-axle crane carrier with 281-inch wheelbase, 90,000 lb. GVWR, Full power Tridem rear axles

RIG POWER:

Caterpillar C13 380 HP diesel engine
Fuller RTO-14908LL transmission: 10 speeds forward, 3 speeds reverse

RIG DECK POWER:

Deck mounted Cummins QSK-19C, 755 HP diesel engine
w/ silencer muffler
2 fuel tanks-335 gallons total fuel storage

AIR COMPRESSOR:

Ingersoll-Rand air compressor, 1,250 CFM x 120 PSI to 350 PSI

DERRICK:

Dimensions 61'-11-1/2" Length x 48-1/2" Wide x 41" Deep
51'-7" feet vertical working space between spindle-table
Pull back: 120,000 lbs. - Pull down: 30,000 lbs.

TOP HEAD TRAVEL SPEED AND PERFORMANCE:

Drill feed rate: 29 feet per minute
Fast feed up (regen. on): 106 ft. /min; Fast feed up (regen. off): 72 ft. /min
Fast feed down: 180 feet per minute
Head rotation speed 0 to 120 RPM
Drilling torque 8,000 ft-lb @ 120 RPM, floating spindle

MAIN HOIST AND JIB BOOM: 7,500 LB., HYD POWERED CASING

hoist winch-operating line speed up to 225 ft./min
4,000 lb. Hydraulic jib hoist and boom-operating line speed up to 106 ft./min

CONTROL PANEL:

Hydraulic control panel with aluminum protective cover

HYDRAULIC LEVELING JACKS:

4-1/4" front stabilization jack – one (1) 48" stroke
4-1/4" front main leveling jacks – two (2) 48" stroke
5" rear main leveling jacks – two (2) 48" stroke

RIG TRAVEL DIMENSIONS:

Overall height (derrick up position) = 62'-6";
Overall height (derrick down position) = 13'-10"
Overall width = 8'-4"; overall weight dry (approx.) = 88,000 lbs.

DRILLING CAPABILITIES:

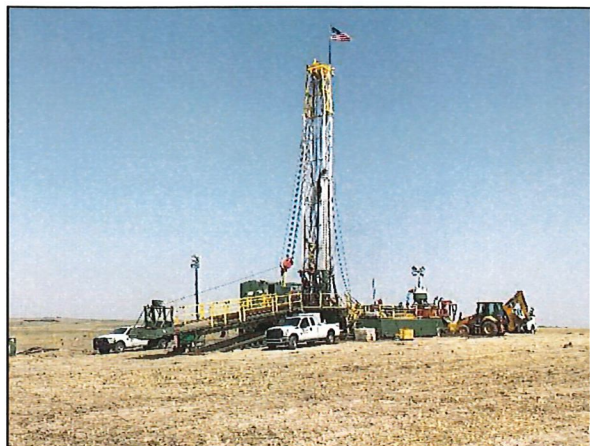
Conventional air/mud rotary, dual tube rotary (4.5", 5.5", 7"), flooded reverse, casing advance, spot coring

MISCELLANEOUS ITEMS:

3" mud manifold with hydraulic valve; 3" air booster piping up to 1,500 PSI with auxiliary and booster compressor connections; single rod loader with a loader pod for 5-1/2" drill collars; 35 GPM water injection pump; 60 gallon DHD oiler; tattle-tale head indicator; dual tube reverse air rotary drilling tools available; automatic rod handler

Specification will vary by specific drilling rig unit number

RIG SPECIFICATION SHEET: CHALLENGER 320-150 PORTABLE ROTARY DRILL RIG 491



DRAW WORKS - CHALLENGER MODEL 320:

Double Stacked Drums
Hoisting Drum - 10-1/2" X 24"
Kelly Drum - 10-1/2" X 21-7/8" Clutches - Wichita 20"
2 Plate Single Line Pull 28,000#
Lebus Grooving with 7/8" line
PARMAC Hydromatic Single Disc Water Brake
Hydraulic Wireline Retrieval Winch with
1/4" X 3,000' wireline (5,000' maximum capacity)
8 foot Elevated Drill Floor with
Howard Turner 18" Rotary Table
150,000# Floor Capacity with 7 Foot Minimum under
Floor Clearance for BOP Use

DERRICK - CHALLENGER MODEL 150:

Top of Crown Height - 79 feet from Ground Level
Satellite Fluorescent Derrick Lighting
MD/TOTCO Weight Indicators
Rated Hook Load Capacity - 150,000# on 6 Lines
Working Line - McKissick 75 Ton, 3-Sheave Traveling Block
Drilling Line - McKissick 75 Ton, 3-Sheave Traveling Block/Hook Combo



ENGINE - CUMMINS M11, 400 HP DIESEL ENGINE:

Enclosed Engine Compartment with MAXIM Silencer Muffler
50 Gallon Fuel Storage on Rig Deck
Allison CLT750 Transmission with Torque Converter

MOUNTING:

Triple-Axle Trailer with 3-20,000# Axles

STANDARD SUPPORT EQUIPMENT:

Hex Kelly and High Pressure Swivel
800 Gallon Diesel Fuel Storage and Electric Fueling Pump
Geograph Single Pen Recorder (Drilling Rate) 3 or 6 Degree
Deviation Survey Tool Halliburton Survey Tool Wire Line
Elevated Self Contained Dog House
50 kW Quiet Site Generator
250 Amp DC Welder
Bear Automatic Driller
Explosion Proof Electrical Connections
15 HP Mission 2 X 3 Mixing Pump
4 X 4 Backhoe Site
Portable Self-Powered Light Towers



ADDITIONAL SUPPORT EQUIPMENT AVAILABLE:

Winch Truck
5 X 6 Diesel Powered Centrifugal Gravel Pump
Triplex and Duplex Mud Pumps
HP and XHP Air Compressors
X High Pressure Booster Compressors
Hydraulic Power Tongs
Portable Circulation and Mixing Tanks
Shale Shakers, Desanding and Desilting Equipment



A GRANITE COMPANY

LAYNE, A GRANITE COMPANY

5810 East 77th Avenue, Commerce City, CO 80022

Phone: (303) 755-1281 + Fax: (303) 755-1236

Page 317

RIG SPECIFICATION SHEET: CHALLENGER 360-200 PORTABLE DRILLING RIG 490



DRAW WORKS - CHALLENGER MODEL 360:

- Double Stacked Drums Hoisting
- Drum - 10-3/4" X 22-1/2" Kelly
- Drum - 10-3/4" X 22-1/2"
- Clutches - Wichita 24", 3 Plate
- Single Line Pull 36,000#
- Lebus Grooving with 7/8" line
- PARMAC Hydromatic Twin Disc Water Brake
- Hydraulic Wireline Retrieval Winch with
- 1/4" X 3,000' wireline (5,000' maximum cable capacity)
- 8 foot Elevated Drill Floor with IDECO 23" Rotary Table 200,000#
- Floor Capacity with 7 Foot Minimum under
- Floor Clearance for BOP Use



DERRICK - CHALLENGER MODEL 200:

- Top of Crown Height - 89 feet from Ground Level
- Satellite Fluorescent Derrick Lighting
- MD/TOTCO Weight Indicators
- Rated Hook Load Capacity - 200,000# on 8 Lines
- Working Line - Brewster 100 Ton, 4-Sheave Traveling Block
- Drilling Line - McKissick 100 Ton 4-Sheave Traveling Block
- and Hook Combination

ENGINE - DETROIT SERIES 60, 540 HP DIESEL ENGINE:

- Enclosed Engine Compartment with MAXIM Silencer Muffler
- 100 Gallon Fuel Storage on Rig Deck
- Allison CLT5860 Transmission with Torque Converter



MOUNTING:

- Triple-Axle Trailer with 3-20,000# Axles 4th Pusher Tag Axle
- (Additional rear single axle, tandem tire booster option available)

STANDARD SUPPORT EQUIPMENT:

- Hex Kelly and High Pressure
- Swivel 950 Gallon Diesel Fuel Storage and Electric Fueling
- Pump Geograph Single Pen Recorder (Drilling Rate)
- 3 or 6 Degree Deviation Survey Tool
- Halliburton Survey Tool Wire Line Elevated Self
- Contained Dog House 80 kW Quiet Site Generator
- 300 Amp DC Welder
- Bear Automatic Driller
- Explosion Proof Electrical Connections
- 15 HP Mission 2 X 3 Mixing Pump
- 4 X 4 Backhoe with Forks
- PASON Ready Equipped
- Portable Self-Powered Light Towers



OPTIONAL SUPPORT EQUIPMENT AVAILABLE:

- Winch Truck
- Triplex and Duplex Pumps
- XHP Air Compressors
- X High Pressure Booster Compressors
- Hydraulic Power Tongs
- Shale Shakers, Desanding and Desilting Equipment
- Portable Circulation and Mixing Tanks

RIG SPECIFICATION SHEET: SMEAL 50T Pump Hoisting Rig



DOUBLE DRUM PUMP SERVICE RIG:

2007 SMEAL PP100 Pump Hoist with 65 ft. Derrick

Main Line: 3/4" 6X25 Wireline

Sand Reel: 5/8" X 3200' of Wire Rope with Spelter Swivel

14,000# Sand Reel Bare Spool Lifting Capacity at 300' per minute

RIG CARRIER:

2007 Kenworth T800B Tandem Axle Conventional Truck

80,000# Gross Chassis Weight Rating

75 Gallon Fuel Tank

18,740# Front Axle Load, 40,000# Rear Axle Load, 254" Wheelbase

RIG CARRIER POWER:

Cummins ISX-500 HP Diesel Engine

Fuller RTLO16918B 18 Speed Transmission w/PTO, 15-1/2" Clutch

LOAD CAPACITIES:

Maximum Rated Load-

Single Line-15,200 lbs., 8-Part Line-110,000 lbs.

Extended Derrick Rating: 72,000# Capacity at 65 ft.

Non-Extended Derrick Rating: 100,000# capacity at 48 ft.

Maximum Load without a Guy Line (from rear of rig to center block)

@ 4 feet, 100,000#; @ 5 feet, 90,000#;

@ 6 feet, 72,000#; @ 7 feet, 60,000#



SMEAL HYDRAULIC WIRE WINDER:

Derrick Mounted Hydraulic Spooler for Pulling and Setting of Deep

Set Pressure Transducer Lines or Air Lines

CONTROL PANEL:

Rig Mounted Hydraulic Control Panel with

Option for Operator Hoisting Control around Rig



HYDRAULIC LEVELING JACKS:

Front-2 Leveling Jacks, Rear-2 Leveling Jacks

HYDRAULIC POWER TONGS AND AIR SLIPS:

Built by Farr Canada

Tong Model 80-0820-7, LW-9625

9-5/8" Pipe Size w/Cam Back Up

Die Sizes 2-7/8" to 8-5/8"

DenCon Air Slips (pipe sizes 2-7/8" to 5' 1/2")



SELF-POWERED HYDRAULIC CABLE SPOOLER:

SAUBER Manufacturing Company

Model 1526 Self-Loading Trailer

Rexroth Hydraulic Pump, Briggs & Stratton Powered

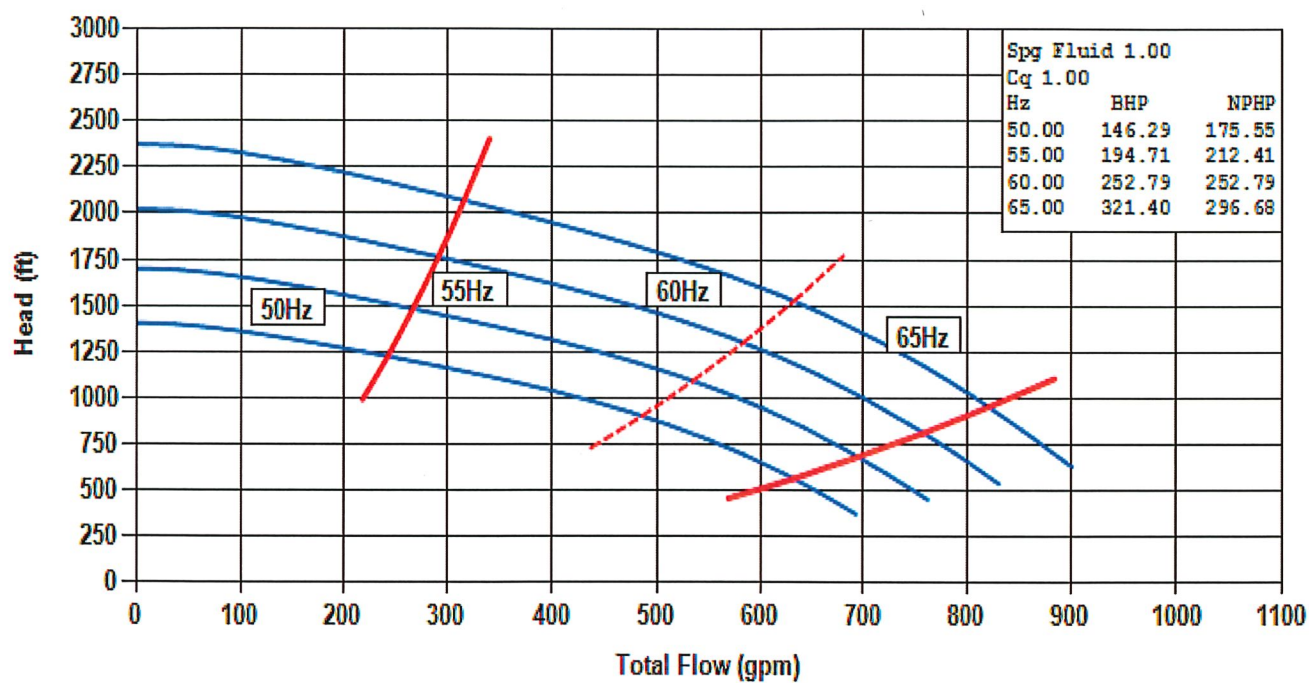
POWER AIR BANDER:

FROMM Pneumatic Combination, Pusher Style Tool Model A480

VSD Curve

ESP TJ20000 (Compression) 20 Stage(s)
Viscosity Correction: No Viscous Correction 0.00 cP

— Frequency Curves — Productivity (ft) - - - BEP



GE Oil & Gas

STATE OF COLORADO
COLORADO DIVISION OF WATER RESOURCES
BOARD OF EXAMINERS OF WATER WELL AND
PUMP INSTALLATION CONTRACTORS

This is to certify that
JASEN G. DECKER

has complied with the provisions of Title 37, Article 91, Colorado Revised Statutes and the Rules and Regulations of the Board of Examiners for Well Construction and Pump Installation Contractors and is hereby granted a license to do business as a

Well Construction Contractor
LIMITED TO AIR, MUD AND REVERSE ROTARY WELL
CONSTRUCTION

This license is non-transferable and expires January 31, 2023, unless sooner revoked or suspended by the licensing authority as prescribed by statute.

Signed and sealed this 10th day of January 2020.

License Number 1501



Kirk Brunette

Chairperson, Board of Examiners

Michelle S.

Secretary, Board of Examiners

Cut along the dotted lines to remove the License card.
 PLEASE CHECK THE INFORMATION ON THE LICENSE
 AND VERIFY ITS ACCURACY. IF IT IS INCORRECT,
 CONTACT US IMMEDIATELY.

This is the original print of your license to perform work
 authorized by the Board under this license for the 2020,
 2021, 2022 license years beginning February 1, 2020
 and ending January 31, 2023.

Colorado Division of Water Resources
BOARD OF EXAMINERS EXAMINERS OF WATER WELL CONSTRUCTION
AND PUMP INSTALLATION CONTRACTORS

This certifies that JASEN G. DECKER of DELTA, CO is licensed to do
 business as a Well Construction Contractor for the 2020, 2021, 2022
 license years under the provisions of the Laws of the State of Colorado
 under license number 1501.

Michelle S.

Sec. Board of Examiners

By *24*

STATE OF COLORADO
COLORADO DIVISION OF WATER RESOURCES
BOARD OF EXAMINERS OF WATER WELL AND
PUMP INSTALLATION CONTRACTORS

This is to certify that
MIKE SCHANAMAN

has complied with the provisions of Title 37, Article 91, Colorado Revised Statutes and the Rules and Regulations of the Board of Examiners for Well Construction and Pump Installation Contractors and is hereby granted a license to do business as a

Pump Installation Contractor

This license is non-transferable and expires January 31, 2023, unless sooner revoked or suspended by the licensing authority as prescribed by statute.

Signed and sealed this 21st day of January 2022.

License Number 1290



Ch. J. Sauer

Chairperson, Board of Examiners

Michelle Sauer

Secretary, Board of Examiners

Cut along the dotted lines to remove the License card.
 PLEASE CHECK THE INFORMATION ON THE LICENSE
 AND VERIFY ITS ACCURACY. IF IT IS INCORRECT,
 CONTACT US IMMEDIATELY.

This is the original print of your license to perform work
 authorized by the Board under this license for the 2022
 license year beginning February 1, 2022 and ending
 January 31, 2023.

Colorado Division of Water Resources
BOARD OF EXAMINERS EXAMINERS OF WATER WELL CONSTRUCTION
AND PUMP INSTALLATION CONTRACTORS

This certifies that MIKE SCHANAMAN of COMMERCE CITY, CO is
 licensed to do business as a Pump Installation Contractor for the 2022
 license year under the provisions of the Laws of the State of Colorado
 under license number 1290.

Michelle Sauer

Sec. Board of Examiners

By *24*

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

LAYNE CHRISTENSEN COMPANY

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871440813.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/25/2022 that have been posted, and by documents delivered to this office electronically through 01/27/2022 @ 06:30:46.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/27/2022 @ 06:30:46 in accordance with applicable law. This certificate is assigned Confirmation Number 13749076.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14
Bid Comparison Tabulation**

				Layne		Hydro Resources	
No.	Item	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
Base Bid Items							
1	Mobilization/demobilization	LS	Lump sum	\$ 72,835.00	\$ 72,835.00	\$ 71,900.00	\$ 71,900.00
2	Drill approx. 30-in hole to install 24-inch Surface Casing to a depth of 40 ft	ft	40	\$ 605.00	\$ 24,200.00	\$ 360.00	\$ 14,400.00
3	Drill approx. 17.5-inch hole reverse circulation with a polymer-bentonite mix	est ft	1635	\$ 85.00	\$ 138,975.00	\$ 88.00	\$ 143,880.00
4	Geophysical Log to T.D., as per specifications, est. depth 1,635 ft	LS	Lump sum	\$ 18,095.00	\$ 18,095.00	\$ 12,000.00	\$ 12,000.00
5	Provide and install 10-inch steel casing	ft	1427	\$ 107.00	\$ 152,689.00	\$ 90.00	\$ 128,430.00
6	Provide and Install stainless-steel screen 10-inch I.D. (0.020-slot)	est ft	190	\$ 236.00	\$ 44,840.00	\$ 233.00	\$ 44,270.00
7	Install 10 X 20 gravel pack with tremie pipe and positive displacement. (20 linear ft is rathole)	est linear ft	350	\$ 65.00	\$ 22,750.00	\$ 47.00	\$ 16,450.00
8	Install 2.5-inch gravel tube to a depth of 1,305 ft.	est linear ft	1305	\$ 22.00	\$ 28,710.00	\$ 14.00	\$ 18,270.00
9	Provide an adequate cement seal from 1,285 ft to the surface, including approximately 5 feet of hot plug.	est linear ft	1285	\$ 57.00	\$ 73,245.00	\$ 40.00	\$ 51,400.00
10	Well Development Reverse Airlifting	hrs	14	\$ 1,350.00	\$ 18,900.00	\$ 750.00	\$ 10,500.00
11	Well Development Surging	hrs	4	\$ 2,950.00	\$ 11,800.00	\$ 750.00	\$ 3,000.00
12	Well Development Jetting	hrs	28	\$ 1,725.00	\$ 48,300.00	\$ 925.00	\$ 25,900.00
13	Well Development Airlifting	hr	14	\$ 1,320.00	\$ 18,480.00	\$ 750.00	\$ 10,500.00
14	Furnish, install, and remove test pump (with shroud)	LS	Lump sum	\$ 33,450.00	\$ 33,450.00	\$ 20,000.00	\$ 20,000.00
15	Pump Testing to include: 2 hrs surging, 8 hrs step, 24 hrs constant rate pump test and 24 hrs recovery test	LS	Lump sum	\$ 32,750.00	\$ 32,750.00	\$ 16,000.00	\$ 16,000.00
16	Color Video log of well (est. 1615) *accurate depth measurements required.	LS	Lump sum	\$ 2,515.00	\$ 2,515.00	\$ 1,500.00	\$ 1,500.00
17	Chlorination as per Water Well Regulations	LS	Lump sum	\$ 1,660.00	\$ 1,660.00	\$ 3,000.00	\$ 3,000.00
18	Temporary Construction Fence	LS	Lump sum	\$ 5,280.00	\$ 5,280.00	\$ 6,000.00	\$ 6,000.00
19	Site Restoration & Reseeding	LS	Lump sum	\$ 16,100.00	\$ 16,100.00	\$ 12,800.00	\$ 12,800.00
20	East-West temporary access road site preparation	LS	Lump sum	\$ 33,175.00	\$ 33,175.00	\$ 23,500.00	\$ 23,500.00
Alternate Bid Items							
21	Construction of permanent all-weather east-west access road	Lump Sum	LS	\$ 85,750.00	\$ 85,750.00	\$ 55,500.00	\$ 55,500.00

Total Base Bid (Items 1-20):					\$ 798,749.00		\$ 633,700.00
Total Base Bid PLUS Alternate Bid Item (Items 1-19, 21):					\$ 851,324.00		\$ 665,700.00

SECTION 1

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

INVITATION TO BID, RFP 22-001

Bids will be emailed as soon as possible to Jehn Water Consultants Inc. (the CONSULTANT) for review before sending to the TOWN OF BENNETT, hereinafter referred to as OWNER, for the construction and completion of a municipal water supply well into the Laramie-Fox Hills aquifer.

The Contract provides for the construction, development and testing of one water well to be drilled with reverse circulation mud rotary methods and completed into the Laramie-Fox Hills aquifer, located in the TOWN OF BENNETT.

Copies of the Bidding Documents may be obtained from Jehn Water Consultants, Inc. Bidding documents will be available on January 10, 2022. Sealed bids must be submitted via email to:

Gina Burke, Jehn Water Consultants, Inc. at: gburke@jehnwater.com
by the deadline of January 31, 2022, 2:00 PM. All submitted bids will be opened on January 31, 2022. No public bid opening will be held.

A pre-bid conference has been scheduled for January 18, 2022 at 2:00 p.m. The meeting will be held at the LFH-14 well site. The pre-bid meeting is mandatory for all contractors who plan to submit bids on the Bennett LFH-14 Well Contract.

Work at the site is expected to commence by the Date to be specified in the Notice to Proceed. Completion of the Work is required as specified in the Bid Form, and to be specified in the Agreement and the Notice to Proceed.

Bid security in the amount of five (5) percent of the total bid Price must accompany each Bid in the form specified in the Instructions to BIDDERS. Said bid security shall be forfeited to the OWNER as liquidated damages should the successful BIDDER fail to enter into a contract with the OWNER in accordance with the bid proposed as described in the bidding documents.

The BIDDER will be required to furnish a performance bond and a labor and materials payment bond.

No bid may be withdrawn within a period of forty-five (45) days after the date fixed for Opening Bids.

This Invitation to Bid is a solicitation and not an offer to contract. The OWNER reserves the right to reject any or all Bids, to postpone the award of the contract for a period not to exceed 45 days after the bid opening and to waive any informalities and irregularities in Bids, and to accept the proposal deemed most advantageous to the best interest of the OWNER.

SECTION 2

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

INSTRUCTIONS TO CONTRACTOR

1. DEFINED TERMS

Terms used in these Instructions are defined in this Section. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The terms BIDDER and CONTRACTOR are used interchangeably throughout these specifications.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid. No partial sets will be issued. The Bidding Documents may be examined at the locations identified in the Invitation to Bid.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor CONSULTANT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and CONSULTANT, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to be familiar with the local conditions that may in any manner affect cost, progress or performance of the work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate BIDDER's observations with the Contract Documents; and (e) notify CONSULTANT of all conflicts, errors or discrepancies in the Contract Documents.
- 3.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to OWNER and CONSULTANT by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy

or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 3.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDER's on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents are addressed in Sections 7.2 and 7.3 of the Agreement.
- 3.4 Before submitting a Bid, each BIDDER will, at BIDDER's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which BIDDER deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 3.5 On request, in advance, OWNER will provide each BIDDER access to the site to conduct such explorations and tests as each BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 3.6 The lands upon which the work is to be performed, rights-of-way and easements for access and other lands designated for use by CONTRACTOR in performing the work are identified in the Contract Documents. All additional lands and access required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of these specifications, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

4. INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the Bidding Documents are to be submitted in writing or asked at the pre-bid meeting. Interpretation or clarifications considered necessary in response to such questions will be issued only by Addenda. Questions received less than six days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 **Questions shall be directed to the CONSULTANT.**

- 4.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or CONSULTANT.

5. CONTRACT TIME

The date by which the work is to be completed (the Contract Time) is set forth in the Contract Conditions and will be included in the Agreement and in the Notice to Proceed. The contract time shall be 60 days from the Notice to Proceed.

6. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract will be on the basis of material and equipment described in these specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to CONSULTANT, application for such acceptance will not be considered by CONSULTANT until after the "effective date of the Agreement."

7. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 7.1 The CONTRACTOR will provide to the OWNER a list of principal subcontractors, suppliers and other persons and organizations he proposes to use in the work upon request. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by OWNER.
- 7.2 Particular consideration will be given to the qualifications of each subcontractor proposed to perform more than ten percent of the work.
- 7.3 If OWNER or CONSULTANT, after due investigation, has a reasonable objection to any proposed subcontractor, either may, before the Notice of Award is given, request the apparent BIDDER to submit an acceptable substitute without an increase in Bid price. Any subcontractor, supplier, other person or organization listed and to whom OWNER or CONSULTANT does not make a written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and CONSULTANT subject to revocation of such acceptance after the Effective Date of the Agreement.
- 7.4 CONTRACTOR shall not be required to employ any subcontractor against whom he has a reasonable objection. The use of subcontractors listed by the BIDDER and accepted by the OWNER prior to Notice of Award will be required in the performance of the work.
- 7.5 The Contract Documents will take precedence over any nonconforming data submitted. Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.

8. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within seven days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

9. QUALIFICATIONS OF BIDDERS

- 9.1 All CONTRACTORS are required to be a licensed Water Well Driller qualified in mud rotary drilling in the State of Colorado. Proof of licensing must accompany the information requested in Paragraph 9.3 below.
- 9.2 The successful BIDDER must demonstrate experience in drilling of reverse circulation mud rotary drilling in the Denver Basin.
- 9.3 To demonstrate qualifications to perform the work, each BIDDER must submit, along with the bid package, a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in jurisdiction where the Project is located.
- 9.4 In determining the BIDDER's qualifications, the following factors will be considered: Work previously completed by the BIDDER and whether the BIDDER (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the work, and (d) has appropriate technical experience.
- 9.5 Each BIDDER may be required to show that he has handled former work so that no just claims are pending against such work. No Bid will be accepted from a BIDDER who is engaged on any other work which would impair his ability to perform or finance this work.

10. SUBMITTALS TO ACCOMPANY BID

- 10.1 Name of Proposed Project Manager as outlined in Section 7 of the Contract Documents.
- 10.2 The BIDDER shall provide with their bid a description of the equipment that is planned for this work. The descriptions shall include but not be limited to:
 - a) Description of the Drilling Rig, including maximum safe working capacities and
 - b) Type of development Pump proposed.

11. ADDITIONAL CONDITIONS OF OWNER

- 11.1 All materials submitted by any BIDDER in response to the Invitation to Bid become the property of the OWNER and will be returned only at the option of the OWNER.
- 11.2 Any proprietary information contained in any submittal responsive to this Invitation to Bid shall be clearly marked on each page thereof and will be handled in accordance with applicable federal and state laws. Neither cost information nor any response in total will be considered proprietary, and BIDDERS should assume that all portions of their response other than proprietary information will be public records.
- 11.3 This Invitation to Bid is a solicitation and not an offer to contract. The OWNER reserves the right to issue clarifications and other directives concerning this Invitation to Bid, to require clarification or further information with respect to any bid received, and to determine the final scope and terms of any contract for services, and whether to enter any contract. The provisions herein are solely for the fiscal responsibility of the OWNER and confer no rights, duties or entitlements to any BIDDER.

SECTION 3

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

BID FORM

PROJECT IDENTIFICATION: **TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER
WELL LFH-14**

Project No. 512.30

THIS BID IS SUBMITTED TO: **TOWN OF BENNETT
c/o Jehn Water Consultants, Inc.
88 Inverness Circle East
Suite K-102
Englewood, CO 80112**

1. The BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of the OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged).
 - (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of

the Contract Documents, including specifically the provisions under Site Constraints in Section 8; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

4. BIDDER agrees that the work will be substantially complete and ready for final payment in accordance with the Notice to Proceed.
5. After final inspection by the CONSULTANT and CONSULTANT is satisfied that the work is complete, final payment will be released.
6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
7. The terms used in this Bid, which are defined in the General Conditions (Section 7) included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SECTION 4

**TOWN OF BENNETT
CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL
LFH-14**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we _____
as Principal, hereinafter called the Principal, and, _____

_____ a corporation duly organized under the State of _____
As Surety, hereinafter called the Surety, are held and firmly bound unto the TOWN OF BENNETT
as Obligee, hereinafter called the Obligee, in the sum of

_____ Dollars (\$ _____),
for the payment of which sum will and truly to be made, the said Principal and the said Surety,
bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Construction of the Bennett Laramie-Fox
Hills Aquifer Well LFH-14.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such
bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient
Surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

SECTION 5
TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL
LFH-14

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

as Surety, hereinafter called Surety, are held and firmly bound unto the TOWN OF BENNETT as Obligee, hereinafter called OWNER, in the amount of

Dollars \$_____.

for payment whereof CONTRACTOR_____ and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated _____, 20____, entered a contract with OWNER for construction, and development of a vertically drilled water well completed into the Laramie-Fox Hills aquifer in accordance with Drawings and Specifications prepared by Jehn Water Consultants, Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ 20____

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

SECTION 6

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Surety, hereinafter called Surety, are held and firmly bound unto the TOWN OF BENNETT as Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of

Dollars \$_____.

for the payment whereof CONTRACTOR _____ and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written agreement dated _____ 20____, entered into a contract with OWNER for construction and development of a water well (Bennett Laramie-Fox Hills Aquifer Well LFH-14), according to specifications and drawings prepared by Jehn Water Consultants, Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named CONTRACTOR and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, shall have given written notice to any two of the following: the CONTRACTOR, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save than such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20____

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

TOWN OF BENNETT

SPECIFICATIONS FOR CONSTRUCTION OF A LARAMIE-FOX HILLS
AQUIFER WELL
BENNETT LFH-14
RFP-22-001

January 10, 2022

Prepared For: Town of Bennett
207 Muegge Way
Bennett, CO 80102

Prepared By: Jehn Water Consultants, Inc.
88 Inverness Circle East, Suite K-102
Englewood, Colorado 80112
303.321.8335

Job No. 512.30

**TOWN OF BENNETT
SPECIFICATIONS FOR CONSTRUCTION OF
BENNETT LFH-14**

TABLE OF CONTENTS
(For entire Contract)

SECTION	PAGE
1. Invitation to Bid	1-1
2. Instructions to CONTRACTOR	2-1
3. Bid Form	3-1
4. Bid Bond	4-1
5. Performance Bond	5-1
6. Labor and Materials Bond	6-1
7. Standard General Conditions of the Construction Contract	7-1
8. Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14	8-1
9. Agreement	9-1

FIGURES

1. Location Map for Bennett LFH-14 - End of Section 8
2. Well Construction Diagram for 10" Casing for Bennett LFH-14 – End of Section 8

TABLES

1. Bennett Laramie-Fox Hills Aquifer Well LFH-14 Screen Schedule – Page 9 of Section 8

BID SHEET

End of Section 8

APPENDICES

Appendix A Seed Mix, End of Section 8

SECTION 1

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

INVITATION TO BID, RFP 22-001

Bids will be emailed as soon as possible to Jehn Water Consultants Inc. (the CONSULTANT) for review before sending to the TOWN OF BENNETT, hereinafter referred to as OWNER, for the construction and completion of a municipal water supply well into the Laramie-Fox Hills aquifer.

The Contract provides for the construction, development and testing of one water well to be drilled with reverse circulation mud rotary methods and completed into the Laramie-Fox Hills aquifer, located in the TOWN OF BENNETT.

Copies of the Bidding Documents may be obtained from Jehn Water Consultants, Inc. Bidding documents will be available on January 10, 2022. Sealed bids must be submitted via email to:

Gina Burke, Jehn Water Consultants, Inc. at: gburke@jehnwater.com
by the deadline of January 31, 2022, 2:00 PM. All submitted bids will be opened on January 31, 2022. No public bid opening will be held.

A pre-bid conference has been scheduled for January 18, 2022 at 2:00 p.m. The meeting will be held at the LFH-14 well site. The pre-bid meeting is mandatory for all contractors who plan to submit bids on the Bennett LFH-14 Well Contract.

Work at the site is expected to commence by the Date to be specified in the Notice to Proceed. Completion of the Work is required as specified in the Bid Form, and to be specified in the Agreement and the Notice to Proceed.

Bid security in the amount of five (5) percent of the total bid Price must accompany each Bid in the form specified in the Instructions to BIDDERS. Said bid security shall be forfeited to the OWNER as liquidated damages should the successful BIDDER fail to enter into a contract with the OWNER in accordance with the bid proposed as described in the bidding documents.

The BIDDER will be required to furnish a performance bond and a labor and materials payment bond.

No bid may be withdrawn within a period of forty-five (45) days after the date fixed for Opening Bids.

This Invitation to Bid is a solicitation and not an offer to contract. The OWNER reserves the right to reject any or all Bids, to postpone the award of the contract for a period not to exceed 45 days after the bid opening and to waive any informalities and irregularities in Bids, and to accept the proposal deemed most advantageous to the best interest of the OWNER.

SECTION 2

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

INSTRUCTIONS TO CONTRACTOR

1. DEFINED TERMS

Terms used in these Instructions are defined in this Section. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a BIDDER. The term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The terms BIDDER and CONTRACTOR are used interchangeably throughout these specifications.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid. No partial sets will be issued. The Bidding Documents may be examined at the locations identified in the Invitation to Bid.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor CONSULTANT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and CONSULTANT, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 It is the responsibility of each BIDDER before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to be familiar with the local conditions that may in any manner affect cost, progress or performance of the work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate BIDDER's observations with the Contract Documents; and (e) notify CONSULTANT of all conflicts, errors or discrepancies in the Contract Documents.
- 3.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to OWNER and CONSULTANT by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy

or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 3.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDER's on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents are addressed in Sections 7.2 and 7.3 of the Agreement.
- 3.4 Before submitting a Bid, each BIDDER will, at BIDDER's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which BIDDER deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 3.5 On request, in advance, OWNER will provide each BIDDER access to the site to conduct such explorations and tests as each BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 3.6 The lands upon which the work is to be performed, rights-of-way and easements for access and other lands designated for use by CONTRACTOR in performing the work are identified in the Contract Documents. All additional lands and access required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of these specifications, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

4. INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the Bidding Documents are to be submitted in writing or asked at the pre-bid meeting. Interpretation or clarifications considered necessary in response to such questions will be issued only by Addenda. Questions received less than six days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 **Questions shall be directed to the CONSULTANT.**

- 4.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or CONSULTANT.

5. CONTRACT TIME

The date by which the work is to be completed (the Contract Time) is set forth in the Contract Conditions and will be included in the Agreement and in the Notice to Proceed. The contract time shall be 60 days from the Notice to Proceed.

6. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract will be on the basis of material and equipment described in these specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to CONSULTANT, application for such acceptance will not be considered by CONSULTANT until after the "effective date of the Agreement."

7. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 7.1 The CONTRACTOR will provide to the OWNER a list of principal subcontractors, suppliers and other persons and organizations he proposes to use in the work upon request. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by OWNER.
- 7.2 Particular consideration will be given to the qualifications of each subcontractor proposed to perform more than ten percent of the work.
- 7.3 If OWNER or CONSULTANT, after due investigation, has a reasonable objection to any proposed subcontractor, either may, before the Notice of Award is given, request the apparent BIDDER to submit an acceptable substitute without an increase in Bid price. Any subcontractor, supplier, other person or organization listed and to whom OWNER or CONSULTANT does not make a written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and CONSULTANT subject to revocation of such acceptance after the Effective Date of the Agreement.
- 7.4 CONTRACTOR shall not be required to employ any subcontractor against whom he has a reasonable objection. The use of subcontractors listed by the BIDDER and accepted by the OWNER prior to Notice of Award will be required in the performance of the work.
- 7.5 The Contract Documents will take precedence over any nonconforming data submitted. Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.

8. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within seven days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

9. QUALIFICATIONS OF BIDDERS

- 9.1 All CONTRACTORS are required to be a licensed Water Well Driller qualified in mud rotary drilling in the State of Colorado. Proof of licensing must accompany the information requested in Paragraph 9.3 below.
- 9.2 The successful BIDDER must demonstrate experience in drilling of reverse circulation mud rotary drilling in the Denver Basin.
- 9.3 To demonstrate qualifications to perform the work, each BIDDER must submit, along with the bid package, a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in jurisdiction where the Project is located.
- 9.4 In determining the BIDDER's qualifications, the following factors will be considered: Work previously completed by the BIDDER and whether the BIDDER (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the work, and (d) has appropriate technical experience.
- 9.5 Each BIDDER may be required to show that he has handled former work so that no just claims are pending against such work. No Bid will be accepted from a BIDDER who is engaged on any other work which would impair his ability to perform or finance this work.

10. SUBMITTALS TO ACCOMPANY BID

- 10.1 Name of Proposed Project Manager as outlined in Section 7 of the Contract Documents.
- 10.2 The BIDDER shall provide with their bid a description of the equipment that is planned for this work. The descriptions shall include but not be limited to:
 - a) Description of the Drilling Rig, including maximum safe working capacities and
 - b) Type of development Pump proposed.

11. ADDITIONAL CONDITIONS OF OWNER

- 11.1 All materials submitted by any BIDDER in response to the Invitation to Bid become the property of the OWNER and will be returned only at the option of the OWNER.
- 11.2 Any proprietary information contained in any submittal responsive to this Invitation to Bid shall be clearly marked on each page thereof and will be handled in accordance with applicable federal and state laws. Neither cost information nor any response in total will be considered proprietary, and BIDDERS should assume that all portions of their response other than proprietary information will be public records.
- 11.3 This Invitation to Bid is a solicitation and not an offer to contract. The OWNER reserves the right to issue clarifications and other directives concerning this Invitation to Bid, to require clarification or further information with respect to any bid received, and to determine the final scope and terms of any contract for services, and whether to enter any contract. The provisions herein are solely for the fiscal responsibility of the OWNER and confer no rights, duties or entitlements to any BIDDER.

SECTION 3

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

BID FORM

PROJECT IDENTIFICATION: **TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER
WELL LFH-14**

Project No. 512.30

THIS BID IS SUBMITTED TO: **TOWN OF BENNETT
c/o Jehn Water Consultants, Inc.
88 Inverness Circle East
Suite K-102
Englewood, CO 80112**

1. The BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to BIDDERS. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of the OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged).
 - (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of

the Contract Documents, including specifically the provisions under Site Constraints in Section 8; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

4. BIDDER agrees that the work will be substantially complete and ready for final payment in accordance with the Notice to Proceed.
5. After final inspection by the CONSULTANT and CONSULTANT is satisfied that the work is complete, final payment will be released.
6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
7. The terms used in this Bid, which are defined in the General Conditions (Section 7) included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SECTION 4

**TOWN OF BENNETT
CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL
LFH-14**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we _____
as Principal, hereinafter called the Principal, and, _____

_____ a corporation duly organized under the State of _____
As Surety, hereinafter called the Surety, are held and firmly bound unto the TOWN OF BENNETT
as Obligee, hereinafter called the Obligee, in the sum of

_____ Dollars (\$ _____),
for the payment of which sum will and truly to be made, the said Principal and the said Surety,
bond ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Construction of the Bennett Laramie-Fox
Hills Aquifer Well LFH-14.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such
bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient
Surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

SECTION 5
TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL
LFH-14

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

as Surety, hereinafter called Surety, are held and firmly bound unto the TOWN OF BENNETT as Obligee, hereinafter called OWNER, in the amount of

Dollars \$_____.

for payment whereof CONTRACTOR_____ and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated _____, 20____, entered a contract with OWNER for construction, and development of a vertically drilled water well completed into the Laramie-Fox Hills aquifer in accordance with Drawings and Specifications prepared by Jehn Water Consultants, Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ 20____

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

SECTION 6

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Surety, hereinafter called Surety, are held and firmly bound unto the TOWN OF BENNETT as Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of

Dollars \$_____.

for the payment whereof CONTRACTOR _____ and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written agreement dated _____ 20____, entered into a contract with OWNER for construction and development of a water well (Bennett Laramie-Fox Hills Aquifer Well LFH-14), according to specifications and drawings prepared by Jehn Water Consultants, Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named CONTRACTOR and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, shall have given written notice to any two of the following: the CONTRACTOR, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save than such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20____

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

SECTION 7

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

1	DEFINITIONS.....	1
2	CONTRACT TIMES.....	3
3	REPORTING AND RESOLVING DISCREPANCIES	3
4	AVAILABILITY OF THE SITE	3
5	UNDERGROUND UTILITY LOCATES	4
6	BONDS AND INSURANCE	4
	BID, PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS.....	4
	LIABILITY INSURANCE	4
	PROPERTY INSURANCE.....	6
7	SUPERVISION AND SUPERINTENDENCE	7
8	USE OF SITE AND OTHER AREAS	9
9	INDEMNIFICATION.....	9
10	OWNER'S RESPONSIBILITIES	10
11	AUTHORIZED CHANGES IN THE WORK	10
12	INSPECTIONS, CORRECTIONS, AND ACCEPTANCE OF WORK.....	10
13	LOSS OF CIRCULATION.....	11
14	OTHER WORK.....	11
15	PAYMENT	11
16	TERMINATION.....	12

CONDITIONS OF THE CONTRACT

1 DEFINITIONS

Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated.

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the Bidding requirements or the Contract Documents.

Agreement – The Agreement for the Construction of the Bennett Laramie-Fox Hills Aquifer Well LFH-14 for the TOWN OF BENNETT entered between OWNER and CONTRACTOR

Application for Payment - The form that the CONSULTANT will provide to the CONTRACTOR for request of progress payments.

Bid - The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed. An original signed sealed bid will only be accepted at the Bid Opening. The Bidder need not be present at the bid opening. A Bid may be sent signed and sealed prior to the bid opening to the CONSULTANT. Bids received after the time specified will not be accepted.

Bidding Documents - The Bidding requirements and the proposed Contract Documents (Including all Addenda issued prior to receipt of Bids).

Bid Opening - The time, place and date as specified in the advertisement for bid.

Bonds - Bid, Performance, payment bonds, and other instruments of security.

Change Order - A document recommended by the CONSULTANT which is signed by the CONSULTANT, CONTRACTOR, and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

Claim - A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract.

Contract - The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract includes the Contract Documents and supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents - The contract documents establishing the rights and obligations of the parties and include the Agreement, Addenda, Bid, Notice of Award, Notice to Proceed, Well Permits, Bonds, Contract Price, Conditions, Specifications and Drawings, and any fully executed Change Orders.

Contract Price - The money payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.

Contract Time - Includes Substantial Completion and Final Completion. The contract time is defined in the Agreement and in the Contract Conditions.

Consultant - The individual or entity named as such in the Agreement.

Contractor - The individual or entity with whom OWNER has entered into the Agreement.

Day - Constitutes a calendar day of 24 hours measured from midnight to the next midnight.

Defective - Is unsatisfactory work, faulty, or deficient and does not conform to the Contract Documents.

Furnish – To supply, deliver, services, material, or equipment to the Site.

Install - To put into use or place in final position.

Perform or provide - to furnish and install service, materials, or equipment complete and ready for intended use.

Notice of Award -The written notice by OWNER to the apparent successful bidder stating that upon timely compliance of the CONTRACT requirements, the apparent successful bidder will be awarded the work.

Notice to Proceed - A written notice given 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 under the Contract Documents.

Owner - The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

Plans or Drawings - The part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by the CONTRACTOR.

Product - Includes materials, equipment and systems.

Project - The project is generally described as the construction of a water well completed into the Laramie-Fox Hills Aquifer as described in the Contract Documents by drilling with reverse circulations mud rotary methods, as more specifically described in Section 8 of the Contract Documents entitled "Construction of Bennett Laramie-Fox Hills Aquifer Well LFH-14."

Provide - Furnish and install specified materials and equipment.

Site - Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including right-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

Specifications - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work.

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 at the Site.

Substantial Completion - Well drilling is considered substantially complete when the well has been drilled, constructed, and developed. The well video is the only portion of the work that does not need to be completed during the substantial completion time frame.

Supplier - A manufacturer, fabricator, supplier, distributor, material man, 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 any Subcontractor.

Underground Facilities - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey, electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Unit Price - Work to be paid for on the basis of unit prices as contained in Section 8 of the Contract Documents.

Work or work – The entire completed Project and/or the various separately identifiable parts thereof required to be furnished on the Project under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the Project, and performing or furnishing efforts, services and documents, all as required by the Contract Documents.

2 CONTRACT TIMES

The contract times will commence to run on the day the Notice to Proceed is given. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. The CONTRACTOR will start the work on the date of the Notice to Proceed. The Contract Time for the Construction of the water well is 60 days. The CONTRACTOR will substantially complete the Work within such 60 days after the contract time commences to run. The Contractor shall complete the Project so as to be ready for final payment in accordance with the Contract Documents within no more than 15 days after the date for substantial completion.

3 REPORTING AND RESOLVING DISCREPANCIES

If during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any laws or regulations applicable to the performance of the Work or of any standard, specification, manual or code, CONTRACTOR shall report it to the CONSULTANT in writing. The CONSULTANT shall rectify the discrepancy in writing within a timely manner.

4 AVAILABILITY OF THE SITE

OWNER shall furnish the Site. OWNER shall notify CONTRACTOR 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. OWNER will obtain in a timely manner and pay for easements, if required for performance of the Work.

5 UNDERGROUND UTILITY LOCATES

The CONTRACTOR is responsible for obtaining the underground utility locates. If an underground utility is uncovered or revealed at or contiguous to the Site which was not located or indicated, the CONTRACTOR shall immediately notify the OWNER and the CONSULTANT.

6 BONDS AND INSURANCE

Bid, Performance, Labor and Material Payment Bonds

The CONTRACTOR shall furnish bid, performance, labor and material payment bonds. The bid bond shall be 5% of the bid. The performance, labor and payment bonds shall be each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations or by the Contract Documents.

All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the Bond Surety lapses for any reason, it must be replaced immediately.

All bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

CONTRACTOR shall deliver to OWNER, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain.

Liability Insurance

CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work defined in the Agreement being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly or employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

- claims under workers' compensation, disability benefits, and other similar employee benefit acts;

- claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- claims for damages because of bodily injury, sickness, disease or death of any person other than CONTRACTOR's employees;
- claims for damages insured by reasonably available personal injury liability coverage which are sustained, by any person as a result of an action or omission directly or indirectly related to the employment of such person by CONTRACTOR or by any person for any other reason;
- claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All coverages (except workers' compensation) shall name the OWNER and Muegge Farms, LLC as additional insured, and coverages provided by the CONTRACTOR shall be primary to any coverage carried by the OWNER or Muegge Farms, LLC. The policies of the insurance so required shall be purchased and maintained and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified. The policies of insurance shall remain in effect at least until final payment.

Before any work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to the CONSULTANT, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain as part of this contract. The minimum amount of the required coverages shall be as follows:

- Employer's Liability \$1,000,000
- Comprehensive General Liability
 - Bodily Injury

\$1,000,000	Per Occurrence
\$2,000,000	Annual Aggregate, Products and Completed Operations
 - Property Damage

\$1,000,000	Per Occurrence
\$2,000,000	Annual Aggregate or a combined single limit of \$2,000,000
 - Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - Personal Injury, with employment exclusion deleted.

\$2,000,000	Annual Aggregate
-------------	------------------

- Comprehensive Automobile Liability
 - Bodily Injury

\$1,000,000	Per Person
\$1,000,000	Two or More Persons/Accident
 - Property Damage

\$1,000,000	Per Occurrence or a single limit of \$1,000,000
-------------	---
- Contractual Liability Insurance

The Contractual Liability shall provide coverage for not less than the following amounts:

- Bodily Injury

\$1,000,000	Per Occurrence
-------------	----------------
- Property Damage

\$1,000,000	Per Occurrence
\$2,000,000	Annual Aggregate

Property Insurance

CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site to 100% of the replacement cost of the completed value thereof. This insurance shall include the interests of OWNER, Muegge Farms, LLC, CONTRACTOR and Subcontractors in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Contract, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment.

All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with this Contract will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given OWNER by certified mail and will contain waiver provisions.

If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR, on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER.

CONTRACTOR shall obtain and pay for all other construction permits and licenses.

7 SUPERVISION AND SUPERINTENDENCE

The CONTRACTOR shall designate a Project Manager for the Project. This individual will be the sole contact for the ENTIRE project. The name and contact information of the designated Project Manager is required to be submitted in writing to the CONSULTANT prior to Contract Notice to Proceed. Responsibilities of the CONTRACTOR'S Project Manager will include:

- Attend all meetings regarding the project. Convey the information from the meetings to the field staff.
- Inspect site, and equipment, and be responsible for compliance with the specifications, and convey all information regarding the specifications to the field staff.
- Review and approve all pay applications.
- Be the liaison to internal accounting staff.
- Be the point contact person for all communications regarding the project for the entirety, which means until the last pay application has been approved and paid.

There will be no exceptions to the above. If there is a change in Project Management, the CONSULTANT must be notified in writing prior to that change. The CONSULTANT reserves the right to request a new Project Manager at any time. Failure to comply with the above will result in forfeiture of the retainage.

CONTRACTOR shall supervise and be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONSULTANT will furnish its own project manager and other field staff to assist OWNER in observing the performance of the work of the CONTRACTOR.

The CONSULTANT will confer with the OWNER regarding the project. His or Her CONSULTANT dealings with Subcontractors will only be through or with the full knowledge and approval of CONTRACTOR. The CONSULTANT'S responsibilities are as follows:

1) Schedules:

Review the progress schedule, and other schedules prepared by CONTRACTOR to confirm they are acceptable.

2) Conferences and Meetings:

Organize and attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings and other job conferences and other project related meetings, and prepare and circulate copies of minutes.

- 3) Liaison:
- Serve as liaison between CONTRACTOR and OWNER in all matters relating to the project.
- 4) Review of Work, Rejection of Defective Work, Inspections and Tests:
- Conduct on-site observations of the work in progress to determine that the work is proceeding in accordance with the Contract Documents.
- Verify that tests, equipment and systems start ups and operating and maintenance training are conducted in presence of the appropriate personnel, and that CONTRACTOR maintains adequate records.
- 5) Interpretation of Contract Documents:
- Provide clarifications and interpretations of the Contract Documents.
- 6) Modifications:
- Consider and evaluate CONTRACTOR's suggestions for modification in Drawings or Specifications. With OWNERS approval, CONTRACTOR Issues change orders as appropriate for any modifications.
- 7) Payment Requests:
- All Payment requests must be submitted to CONSULTANT for review and approval.** Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work.
- 8) Certificates, Maintenance and Operation Manuals:
- During the course of work verify that certifications, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents.
- 9) Completion:
- Inform CONTRACTOR of Substantial Completion and final completion of the Project.
- 10) Limitation of Authority:
- CONSULTANT will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of CONSULTANT on such matters will be final, binding on

OWNER and CONTRACTOR and not subject to appeal (except as modified by CONSULTANT to reflect changed factual conditions).

8 USE OF SITE AND OTHER AREAS

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and operations of worker to the Site designated by OWNER and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment.

The driller may dig mud pits for the circulation of the drilling fluid as directed by the OWNER and CONSULTANT. The CONTRACTOR may dispose of drill cuttings and fluids on-site.

Prior to substantial completion of the work the CONTRACTOR shall clean the Site and make it ready for use by OWNER. At the final completion of the Work, CONTRACTOR shall remove from the Site all tools, construction equipment and machinery, and surplus materials and shall restore to original condition all property. Drilling fluid shall be removed from the mud pit and the mud pit shall be backfilled to original grade.

The CONTRACTOR shall maintain in a safe place at the Site, the well permit, the specifications, addenda, change orders, delivery slips, mud records, and geolograph copies.

The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- all persons on the Site or who may be affected by the Work
- other property at the Site or adjacent, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR hereby indemnifies and holds harmless OWNER, and CONSULTANT, and the officials, officers, directors, partners, employees, agents, and other 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 CONTRACTOR's performance of the Work, the CONTRACTOR'S operations under this Agreement, or any act, omission, or other fault of the CONTRACTOR or any subcontractor of the CONTRACTOR, or any officer, employee, or agent of the CONTRACTOR or any subcontractor, or any other person for whom the CONTRACTOR is responsible. The CONTRACTOR shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The OWNER shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 9. The CONTRACTOR's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the OWNER.

10 OWNER'S RESPONSIBILITIES

The CONSULTANT will be the OWNER's representative during the construction period. CONSULTANT will make visits to the Site at intervals appropriate to the various stages of the drilling, well construction and development, as the CONSULTANT deems necessary to observe work in progress. Based on information obtained during such visits and observations, CONSULTANT, for the benefit of OWNER, will determine if the Work is proceeding in accordance with the Contract Documents.

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. CONSULTANT will review with CONTRACTOR the CONSULTANT's preliminary determinations on such matters before finalizing the applications for payment. CONSULTANT'S written decision will be final and binding upon OWNER and CONTRACTOR.

11 AUTHORIZED CHANGES IN THE WORK

OWNER may, at any time, order additions, deletions, or revisions in the Work by a written Change Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work. The CONTRACTOR and OWNER shall agree to the changes prior to the issuance of any Change Order and the contract time will be adjusted appropriately.

Where CONTRACTOR is prevented from completing any part of the Work within the Contract times due to delay beyond the control of CONTRACTOR, the Contract Times will be extended in an amount equal to the time lost due to such delay, and such time extension shall be CONTRACTOR'S sole remedy for such delay. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12 INSPECTIONS, CORRECTIONS, AND ACCEPTANCE OF WORK

CONSULTANT will make periodic checks of the Work in progress and notify the CONTRACTOR of any defects. If the Work is defective, or the 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, OWNER may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated.

CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed.

CONTRACTOR agrees to guarantee all Work under this Agreement against defects in materials and workmanship for a period of one year from the date of final acceptance by the OWNER. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by the OWNER, then the CONTRACTOR shall promptly remedy same at its expense. The OWNER shall have all available remedies to enforce such guarantee.

13 LOSS OF CIRCULATION

The OWNER recognizes that in rare instances, the down-hole fluid circulation can be lost in a drill hole.

In the case of a total loss of a drill hole, the following will apply:

OWNER will pay up to 48 hours of lost circulation retrieval charges. These costs will be on an hourly basis, not to exceed \$500 per hour or total costs of \$24,000.00. If CONTRACTOR chooses to continue lost circulation retrieval after the 48 hours is up, this will be at its sole costs and expense. OWNER will pay half of the actual costs for equipment that may be lost down hole up to a maximum of \$50,000. Actual costs will be based on the age and depreciation of the equipment as determined by industry standards.

In the case of a drill hole that is recovered, the following will apply:

OWNER will pay up to 48 hours of lost circulation retrieval charges at an hourly rate of \$500.00 up to \$24,000.00. If CONTRACTOR chooses to continue lost circulation retrieval after 48 hours, all costs associated beyond the 48 hours will be at the sole cost of the CONTRACTOR.

14 OTHER WORK

Should CONTRACTOR cause damage to the Work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, CONSULTANT, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or law. CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR's performance of the Work or activities on the site. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of the Work by any separate contractor at the Site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER or CONSULTANT or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER or CONSULTANT on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time. An extension of the Contract Time shall be CONTRACTOR's exclusive remedy with respect to OWNER and CONSULTANT for any delay, disruption, interference or hindrance caused by any separate contractor.

15 PAYMENT

Upon receipt of the Certificate and the Application for Final Payment, OWNER shall order the publication of Notice of Final Payment as required by 38-26-107(1), CRS, and shall make final payment in accordance with 38-26-107(3), CRS.

16 TERMINATION

Termination for Convenience

- a. The OWNER may terminate the performance of work under the Contract Documents in accordance with this section, in whole, or from time to time in part, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by delivery of a written Notice of Termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated and the date upon which termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by the OWNER, the CONTRACTOR shall:

- 1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- 2) Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the work under the Contract which is not terminated;
- 3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- 4) Assign to the OWNER, in the manner, at the times, and to the extent directed by the OWNER, all of the right, title, and interest of the CONTRACTOR under the orders and subcontractors so terminated. The OWNER shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontractors, with the approval or ratification of the OWNER to the extent he may require. OWNER'S approval or ratification shall be final for all purposes of this clause;
- 6) Transfer to the OWNER, and deliver in the manner, at the times, and to the extent, directed by the OWNER, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Project has been completed would have been required to be furnished to the OWNER;
- 7) Use his best effort to sell, in the manner, at the times, to the extent, and at the price or prices that the OWNER directs or authorizes, any property of the types referred to above in this clause, but the CONTRACTOR (i) shall not be required to extend credit to any purchaser; and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the OWNER. The proceeds of any such transfer or disposition

shall be applied in reduction of any payments to be made by the OWNER to the CONTRACTOR under the Contract Documents or shall otherwise be credited to the price or cost of the work covered by the Contract Documents or paid in such other manner as the OWNER may direct;

- 8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - 9) Take such action as may be necessary, or as the OWNER may direct, for the protection and preservation of the property related to the Project which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.
- b. After receipt of a Notice of Termination, the CONTRACTOR shall submit to the OWNER his termination claim, in the form and with the certificate the OWNER prescribes. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of the termination, unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR made in writing within such ninety (90) day period or authorized extension. However, if the OWNER determines that the facts justify such action, it may receive and act upon any such termination claim at the appropriate time. If the CONTRACTOR fails to submit his termination claim within the time allowed, the OWNER may determine, on the basis of information available to him, the amount, if any, due to CONTRACTOR because of the termination. The OWNER shall then pay to the CONTRACTOR the amount so determined, and the OWNER shall be released from any further claims from CONTRACTOR.

Subject to the provisions of this paragraph, the CONTRACTOR and the OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR because of the total or partial termination of work under this subsection. The amount or amounts may include a reasonable allowance for profit on work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of the portion of the Property not determined. The Contract Documents shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

If the CONTRACTOR and the OWNER fail to agree on the whole amount to be paid to the CONTRACTOR because of the termination of work under this section, the OWNER shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay the CONTRACTOR the amounts determined as follows:

- 1) For all Contract work performed before the effective date of the Notice of Termination the total (without duplication of any time) of
 - a) the cost of such Work;
 - b) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as above provided. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by any Subcontractors before the

effective date of the Notice of Termination. These amounts shall be included in the cost on account of which payment is made; and

c) a sum, as profit, that the OWNER and CONTRACTOR determine to be fair and reasonable. But, if it appears that the CONTRACTOR would have sustained a loss on the entire Project had it been completed, no profit shall be included or allowed under this paragraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

- 2) The reasonable cost of the preservation and protection incurred and any other reasonable costs incidental to termination of the work under the Contract Documents, including expense incidental to the determination of the amount due to the CONTRACTOR as a result of the termination of work under the Contract Documents. The total sum to be paid to the CONTRACTOR shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. Except to the extent that the OWNER shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR the fair value, as determined by the OWNER, of property which is destroyed, lost, stolen or damaged.
- c. The CONTRACTOR shall have the right to dispute any determination the OWNER makes under this section. But, if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request an extension of time, he shall have no rights of appeal as herein provided. In any case where the OWNER has determined the amount due, the OWNER shall pay to the CONTRACTOR the following:
- 1) If there is no right of appeal hereunder or if no timely appeal has been made, the amounts so determined by the OWNER; or
 - 2) If a dispute proceeding is initiated, the amount finally determined in such dispute proceeding.
- d. In arriving at the amount due to the CONTRACTOR under this clause there shall be deducted:
- 1) All advances or other payments on account made to the CONTRACTOR, applicable to the terminated portion of the Work;
 - 2) Any claim which the OWNER may have against the CONTRACTOR in conjunction with this Contract; and
 - 3) The agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the CONTRACTOR or sold, under the provisions of this section, and not otherwise recovered by or credited to the OWNER.

If the termination hereunder be partial, before the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the OWNER or request in writing for

an equitable adjustment of the price or prices specified in the Contract relating to the continuing portion of the work (the portion not terminated by the Notice of Termination). Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the work when the Contract Documents do not contain an established Contract Price for the continued portion.

SECTION 8

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

TABLE OF CONTENTS

GENERAL.....	2
Description	2
QUALIFICATIONS	2
SUBMITTALS	3
PROJECT MANAGER-COMMUNICATION	3
SITE CONSTRAINTS	4
Erosion and Storm Water Sediment Control.....	4
WELL DESIGN	5
Conductor Bore and Casing	5
Drilling	5
Drilling Fluid	6
Well Logs and Records	7
Plumbness and Alignment.....	7
Well Casing	8
Well Screen - Stainless Steel	8
Gravel Pack	9
Gravel Tube	10
Cement Grout	10
Welding	10
Geophysical Logging.....	11
Drill Cuttings and Sampling	11
Development.....	12
Pump Testing.....	13
Well Video.....	16
Cleaning and Disinfection.....	16
SITE CLEANUP	17

TABLE

Table 1.	Screen Schedule.....	9
----------	----------------------	---

FIGURES

Figure 1.	Location Map
Figure 2.	Well Construction Diagram 10" Casing

APPENDICES

Appendix A.	Low Grow Grass Mix
-------------	--------------------

GENERAL

Description

These specifications describe the construction, completion, development and pump testing of a vertically drilled water well suitable to provide municipal water to the TOWN OF BENNETT. The Bennett Laramie-Fox Hills Aquifer Well LFH-14 shall be drilled with reverse circulation mud rotary techniques with boreholes drilled in such a manner as to be suitable for geophysical logging and sampling.

The CONTRACTOR is defined in these documents as:

The CONSULTANT is defined in these documents as:

Jehn Water Consultants, Inc.
88 Inverness Circle East, K-102
Englewood, CO 80112
303-321-8335

The OWNER is defined in these documents as:

TOWN OF BENNETT
C/O Trish Stiles, Town Administrator
207 Muegge Way
Bennett, CO 80102

QUALIFICATIONS

1. All CONTRACTORS are required to be a licensed Water Well Driller qualified in mud rotary drilling in the State of Colorado.
2. The CONTRACTOR and lead driller for each shift must demonstrate experience in drilling of reverse circulation mud rotary drilling in the Denver Basin.
3. To demonstrate qualifications to perform the work, the CONTRACTOR must be prepared to submit within five days of OWNER's request a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in jurisdiction where the Project is located.

4. In determining the BIDDER's qualifications, the following factors will be considered: Work previously completed by the BIDDER and whether the BIDDER (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the work, and (d) has appropriate technical experience.
5. Each BIDDER may be required to show that he has handled former work so that no just claims are pending against such work. No Bid will be accepted from a BIDDER who is engaged on any other work which would impair his ability to perform or finance this work.

Welders shall be qualified in accordance with "Welding Procedures", ASME Boiler Construction Code or AWS Standard Qualification Procedure. Additionally, the welders shall be certified by the AWS. Proof of certification shall be provided to the CONSULTANT prior to commencement of casing and screen welding.

SUBMITTALS

Submit detailed driller's log of all materials encountered during drilling and all geophysical logs required.

Submit the required specified information for the well casing, screen and gravel pack.

Submit all forms and information required by the Colorado State Engineer's Office.

Submit the name and contact information for the Project Manager that will be in charge of the project for the entirety.

PROJECT MANAGER-COMMUNICATION

The CONTRACTOR will appoint a Project Manager for the project. The duties of the Project Manager will include:

- Attending all meetings pertaining to the project,
- Conveying all information to the CONTRACTOR field personnel, including all information regarding these specifications from pre-bid meeting through final video, and
- Review and approval of all pay applications.

This individual is in charge of the project for the CONTRACTOR and will be the point contact for the CONSULTANT. The Project Manager will be available during the entire project to direct the CONTRACTOR personnel. No exceptions will be allowed. Failure to comply with this requirement may result in forfeiture of the retainage.

The Project Manager will communicate with the CONSULTANT on a regular basis. The Project Manager will discuss all aspects of the project with the CONSULTANT. Any questions regarding these specifications will be directed to the CONSULTANT. Given the importance of regular

communication, the lead driller for each shift must be able to read, write, and clearly speak English. Failure to provide adequate communication may result in delay of payment or forfeiture of the retainer.

SITE CONSTRAINTS

The following conditions must be implemented for this project.

- The driller may dig mud pits for the circulation of the drilling fluid as directed by the OWNER and CONSULTANT. The CONTRACTOR will be permitted to dispose of cuttings and fluids on-site.
- CONTRACTOR will be responsible for obtaining water for drilling operations. Water for drilling operations will be available from a hydrant owned by The Town of Bennett, located at the Well 6 Site. Arrangements for obtaining drilling water shall be made directly by CONTRACTOR with OWNER.
- Temporary fence around the project site will be required, and the project site must be secured at all times.
- Erosion and sediment control measures must be used as necessary to control dust, mud, and sediment runoff. The Town's erosion and sediment control requirement is performance based, not BMP-based. At a minimum, a perimeter silt fence is required. All project disturbed area runoff must be impounded within the project area or routed to a sediment pond (or ponds).
- Sediment must not be tracked onto paved surfaces. The CONTRACTOR will implement mud control measures to include Vehicle Tracking Control (VTC) pad installation at the approved access point. All construction traffic must enter and exit the site through the approved access point. The VTC must be installed prior to any land disturbing activities. The VTC pad shall be maintained such that the rock remains relatively loose and accumulated mud or other debris is regularly removed.
- In the event the VTC pad does not adequately control mud at the site, and mud is tracked onto paved surfaces, the CONTRACTOR shall immediately remove any tracked material from the streets, and shall take immediate action to improve the VTC pad to properly perform mud control measures.
- The site must be restored to its original condition, including grading and seeding at the conclusion of the project. The approved seed mix is provided as Appendix A.

Erosion and Storm Water Sediment Control

It is the CONTRACTOR'S responsibility to follow any and all BMP guidelines regarding erosion and storm water sediment control set forth by Adams County.

WELL DESIGN

The well is designed as a vertically drilled well based on general information of the formations in the area of the proposed well and are therefore, approximate. Final design of the well will be given to the CONTRACTOR upon completion of the geophysical logging. The location of the well and the well design profile are shown on Figures 1 and 2 respectively.

Conductor Bore and Casing

The hole shall be drilled to a minimum depth of 40 ft below the ground surface to provide for the installation of the conductor casing. The CONTRACTOR will set surface casing to the necessary depth according to the Water Well Construction Rules (2CCR 402-2, September 1, 2016).

The conductor casing for the well shall be steel pipe having a wall thickness of not less than ¼-inch. Conductor casing shall be manufactured in accordance to ASTM Designation: A53. If a conductor casing extending above the finished grade is desired by the CONTRACTOR for his convenience in drilling, it shall be cut off, if so directed by the CONSULTANT, without extra cost to the OWNER. The CONTRACTOR shall be responsible for selecting the appropriate size of conductor casing to ensure that it will be adequate in all respects to successfully complete the well.

All joints in the conductor casing shall be securely welded and shall be watertight. Field joints shall be either collared or butt-welded. Centering guides shall be welded to the conductor casing with a minimum of two sets of guides, equally spaced circumferentially.

After the conductor casing has been installed, it shall be sealed by filling the annular space between the hole and the conductor casing with cement grout. After cementing operations are completed, the concrete shall be left undisturbed for a period of not less than twenty-four (24) hours before drilling is resumed regardless of any curing additives that might be added to speed setting of the grout.

The quantity of concrete shall not be less than the volume of the annulus plus 20 percent allowance for hole oversize.

Drilling

The CONTRACTOR shall provide, whenever possible, for continuous operations from the time drilling is started to the completion of the cement grouting operation.

The equipment furnished by the CONTRACTOR shall be of adequate size and type for the work proposed.

A mud pit will be constructed on site for the circulation of drilling fluids. Fencing shall be placed around the mud pit. CONTRACTOR personnel will be on-site 24 hours during the time the mud pit is open for safety purposes.

Drilling Fluid

The drilling fluids shall be specifically manufactured for use in water wells. Sand and silt volume shall be kept to a minimum as determined by the mud engineer and the CONSULTANT. All water used in the well construction and development shall be fresh potable water as provided by OWNER. The drilling fluids used in the construction of the well shall be a synthetic vinyl polymer, as approved by the CONSULTANT. Any and all anticipated additives to the drilling fluids system will be approved by the CONSULTANT prior to their use in the system. Salt-based mud systems shall not be acceptable at any time.

The objective of the fluid system used in the drilling operation is to provide a fluid containing a minimum of solids which may deposit a thin, easily removable, filter cake on the face of the aquifer. The fluid used shall be compounded especially for mud rotary water well construction and designed for minimum aquifer penetration and maximum aquifer protection. If there should be any conflict between the fluid system requirements for ease in drilling and the requirements for protection of the aquifer, then the ruling requirements shall be those for aquifer protection. The drilling fluids program shall be approved by the CONSULTANT prior to the start of the drilling operation. Selection and use of the drilling fluid materials shall be a part of this approval. The CONTRACTOR shall be responsible for maintaining the quality of the drilling fluid to assure protection of the water bearing and potential water bearing formations exposed in the borehole and assures good representative samples of the formation materials.

The CONTRACTOR shall retain a qualified mud to supervise the drilling fluids system. The mud engineer shall direct the additives and timing of the chemicals used during drilling unless otherwise directed by the CONSULTANT. The mud engineer shall visit the site and test mud properties a minimum of once every two days during routine drilling operations. During critical operations such as reaching the total depth, development, etc., the mud engineer shall be made available at the request of the CONSULTANT.

Equipment for measuring drilling fluid properties shall be immediately available at the rig site. Samples tested are those caught at the rig pump suction with care taken to assure a true and representative sample. The test should be conducted: (1) every 50 feet of depth; or (2) every four circulating hours; or (3) whenever conditions appear to have changed or problems arise.

The general requirements for drilling fluid properties shall be as follows:

1. Weight - The weight will be that which is required to maintain the hole stability during all conditions encountered during drilling. The weight will be reduced as close as possible to that of fresh water during gravel placement.
2. Mud Viscosity (Marsh Funnel) - Should be kept as thin as practical and still retain formation stability and ensure adequate hole cleaning. The mud viscosity will be based on the ascending velocity in the annulus for the mud system being used by the Driller.
3. Solids Content - Sand and silt volume shall be kept as low as possible. Sand content shall not exceed 2 percent of volume. Desanding and/or desilting cones shall be used in the mud system to reduce the sand and silt volume.

4. Consistency - Drilling fluid shall remain liquid at all times. Any additives used in the drilling fluid which are not already liquid shall be thoroughly mixed with water when being added to the fluid system.
5. Source of Water for Drilling - CONTRACTOR will be responsible for obtaining water for drilling operations. Water for drilling operations may be available from a nearby hydrant owned by the Town of Bennett. Arrangements for obtaining drilling water shall be made directly by CONTRACTOR with OWNER. The CONTRACTOR shall, however, furnish and install any equipment or facilities required to transport water from the site provided by OWNER to the drilling operation. The CONTRACTOR shall assume full responsibility for any losses or damage of any kind resulting from his using this water supply.

Well Logs and Records

The CONTRACTOR shall keep an accurate log and record of all material passed through and the depths at which the changes in the formation occur for the well. The log of the well shall show all material penetrated and full descriptive notes made of everything found by the drilling and of all difficulties or unusual conditions met in drilling. The presence of clay and shale shall be noted. The final well completion report shall show the method of finishing the well; location of perforations; drilling bit types and depths of changes; a record of drill mud properties at 4-hour intervals showing mud weight, Marsh funnel viscosity, sand content, drilling fluid losses, and all additives used; and any difficulties encountered.

The Division of Water Resources (DWR) requires that they shall receive a Well Construction and Test Report that is completed by the CONTRACTOR.

Plumbness and Alignment

The well shall be constructed and all casing shall be set sufficiently round, plumb and true to permit the free installation of a submersible pump. Tests for plumbness and alignment shall follow the test procedure in Appendix C of the AWWA Standard for Water Wells, ANSI/AWWA A-100-84. Tests for plumbness and alignment shall be made at least every 200 feet while drilling. The total overall plumbness for the vertical well shall be within 1 degree.

Should the well fail to meet the requirements for plumbness or alignment, it shall be corrected by the CONTRACTOR at his or her expense or an acceptable new well will be drilled. The CONSULTANT may waive the requirements for plumbness if, in his or her judgment, the CONTRACTOR has exercised all possible care in construction of the well and the defect is due to circumstances beyond the CONTRACTOR'S control, and if the utility of the completed well will not be materially diminished.

Well Casing

The well casing used shall be all newly-manufactured 10-inch inner diameter casing and shall be manufactured in accordance with ASTM A-53, welded and seamless steel pipe, grade A or B specifications and shall be clearly stamped as such.

The casing shall be placed in the final reamed hole by approved methods in a manner that will assure no damage to the casing or screen during installation. The fabrication and assembly of the well casing shall be completely watertight throughout.

Well Screen - Stainless Steel

1. General. The well screen inner diameter shall be 10-inches and of the continuous slot, wire-wound design in order to provide maximum inlet area consistent with strength requirements. It shall be fabricated by circumferentially wrapping a triangularly shaped wire around a circular array of internal rods. The wire configuration must produce inlet slots with sharp outer edges, widening inwardly so as to be non-clogging. For maximum collapse strength each junction between the horizontal wire and the vertical rods will be fusion welded under water by the electrical resistance method. End fittings will be welded to the screen body.
2. Material and Fittings. The well screen and attached end fittings shall be fabricated from a corrosion-resistant Type 304 stainless steel. The blank welding pieces on the ends of the screens shall be 2 inches on one end and about 6 inches on the other. The ends of the screen and blank sections shall be beveled for welding.
3. The CONTRACTOR is responsible for ensuring that the materials used will be adequate for the actual conditions encountered. For bidding purposes, however, screen sections provided must meet the minimum requirements shown on the drawing.
4. Slot Size. The screen slot size shall be 0.020 inches, or as otherwise directed by the CONSULTANT. A tolerance of 0.002 inch greater or 0.005 inch under the specific slot size is acceptable.
5. Manufacturer: The well screen manufacturer shall be Johnson Division or equivalent as approved by the CONSULTANT.
6. Placement: CONTRACTOR must use a Microsoft Excel spreadsheet to track the tally and location of the blank and screen casing. Screened sections must be centered over each interval specified by CONSULTANT, making sure that blank welding pieces at the end of each screen section have been properly accounted for. Failure to construct the well as specified by CONSULTANT may result in the retainage retention, or may be just cause for re-drilling the well.
7. See Table 1 below for an estimate of the screen lengths which will be required. The CONTRACTOR shall provide lengths as described in this Table with the

provision that if additional lengths are required, the CONTRACTOR shall procure those additional lengths of screen.

TABLE 1.
TOWN OF BENNETT
Laramie-Fox Hills Aquifer Well LFH-14
Screen Schedule
304 Stainless Steel Johnson or equivalent
0.020-in slot screen
10-inch Inner Diameter

No. of lengths	Screen length	Total Length
2	5	10
4	10	40
7	20	140
Total Length		190

Gravel Pack

1. The gravel pack shall consist of clean, well-rounded grains that are smooth and uniform. The gravel pack shall be siliceous with a limit of 5 percent by weight of calcareous material. The gravel pack should be obtained from a source approved by the CONSULTANT and shall consist of hard, rounded particles with an average specific gravity of not less than 2.5. Not more than 1 percent by weight of the material should have a specific gravity of 2.25 or less. The gravel pack shall contain no more than 2 percent by weight of thin, flat or elongate pieces (pieces in which the largest dimension exceeds three times the smallest dimension) determined by hand picking; and should be free of shale, mica, clay, sand, dirt, loam and organic impurities of any kind and should contain no iron or manganese in a form or quantity that will adversely affect the water quality.
2. The size and gradation of the gravel pack shall be 10 x 20 mesh, or as otherwise directed by the CONSULTANT. It is imperative that the CONTRACTOR arranges for delivery of gravel pack meeting the gradation provided to him. The CONSULTANT retains the right to reject any gravel pack delivered to the site not meeting the specified gradation.
3. A five-pound sample of the gravel pack for the well and a written certified sieve analysis shall be provided to the CONSULTANT at least 48 hours prior to the placement of gravel pack in the well. Delays in work progress as a result of the CONTRACTOR's failure to provide the sample and gradation at least 48 hours prior to gravel packing will not be considered as standby time.
4. Gravel pack shall be delivered to the site in bags with the gravel size clearly stamped on each bag. Bulk delivery will be acceptable provided that the CONTRACTOR provides an approved method for determining quantities delivered and placed in the well. Delivery slips identifying the gravel pack and gradation

delivered will be made available to the CONSULTANT prior to commencement of gravel packing operations.

5. The CONTRACTOR is required to supply a suitable calibrated probe for tagging the gravel during gravel packing operations. One acceptable method would be as follows: a wireline probe will be calibrated by tagging the bottom of the casing sump immediately after installation and calibrated to depth and the wireline marked in 50 or 100-foot intervals as it is removed from the well.
6. The CONTRACTOR is required to include his planned method for this operation if different from the above method with the bid package, and the method must be approved by the CONSULTANT.

Gravel Tube

The CONTRACTOR shall install a 2.5-inch gravel tube in the annulus to extend a minimum of 20 feet below the top of the gravel pack. The gravel tube will be constructed of steel as approved by the CONSULTANT.

Cement Grout

The grout in the well shall be installed by Halliburton, Inc., BJ Services, Cementers, Inc., or using the Halliburton method by another grouting subcontractor as approved by the CONSULTANT. It shall be the responsibility of the CONTRACTOR to devise a grouting mix and grouting program suitable for the conditions encountered down hole. The planned grout mix and grout program shall be provided to the CONSULTANT in writing a minimum of 72 hours prior to casing grouting and must be in compliance with all applicable provisions of the State of Colorado Water Well Construction Rules (2 CCR 402-2) September 1, 2016.

The CONSULTANT shall approve the composition of the grout and any additives used.

Welding

The casing shall be welded together unless another method, such as threaded casing is approved by the CONSULTANT. All welding shall be a full, continuous, running weld and shall conform to the American Welding Society or American Petroleum Institute specifications. Welding procedures shall be the responsibility of the CONTRACTOR and shall be adequate for the conditions encountered. All welders shall be certified by the American Welding Society and proof of their certification shall be provided to the CONSULTANT prior to the start of casing welding.

The following electrodes and procedures are recommended (American Welding Society, 1981):

Stainless Steel to Mild Steel - AWS-ASTM Classification Type E 312-16 or E 309-16
Stainless Steel to Stainless Steel - AWS-ASTM Classification Type E 308-15 or E 308-16

The recommended electrode for joining mild steel to mild steel is 7018LH. When joining steel casing the following standardized procedures (American Welding Society, 1981) shall

be used: (1) casing shall be prepared for welding by beveling the pipe ends at approximately 35 degrees; (2) all welds must be fully penetrating so that the weld bead (in at least two passes around the casing) fills the beveled and flat area; (3) burn-through on the first pass shall be avoided so that no metal is deposited on the inside of the pipe.

The 304 (AISI) specified stainless steel well screens are to be furnished with beveled welding end fittings also made of stainless steel. Burn-through or metal deposits on the inside of the screen or pipe shall be avoided on the first of a minimum of two welding passes.

Geophysical Logging

Subsequent to termination of the drilling of the pilot hole (or drill hole if the CONTRACTOR elects not to drill a pilot hole), the CONTRACTOR shall perform a geophysical survey of the boring. In addition, if a pilot hole is drilled, after the final reamed enlargement of the pilot hole has been completed, the CONTRACTOR shall arrange to perform a caliper survey to determine the final diameter and volume of the enlarged hole. The final caliper survey shall be part of the geophysical logging. The caliper survey shall have the capacity to read the final well bore diameter to 36 inches. Five copies of each log will be provided to the CONSULTANT. In addition, all logs will also be provided in digital format (0.5-foot digitization interval) on a 680-700 MB CD-R disk or via email in ASCII (LAS) and PDF formats to: hbanks@jehnwater.com and gburke@jehnwater.com.

Prior to running of the geophysical surveys, the CONTRACTOR shall cease drilling and circulate and thoroughly recondition the drilling fluid. The drill string shall be removed from the hole and the logging devices will be immediately run into the hole. The CONTRACTOR shall also provide the necessary assistance in attaching and elevating the logging sheave wheel on the drilling rig. The CONTRACTOR shall be responsible for the overall coordination of the geophysical logging.

The Statewide Nontributary Ground Water Rules (Rule 9) requires the entire length of the hole to be geophysically logged prior to installing casing. The logs run will consist of a dual induction resistivity log (to include short guard and intermediate and deep induction with SP and natural gamma ray), neutron, microresistivity, and effective porosity. The logs will be run by a geophysical logging company such as Phoenix Surveys Inc., Halliburton or Schlumberger or as approved by CONSULTANT.

The CONSULTANT retains the right to disapprove and reject any log deemed to be of inferior log quality or not according to specifications. It shall be the responsibility of the driller to provide logs of quality sufficient to meet the requirements of the CONSULTANT.

Drill Cuttings and Sampling

Samples of the formation cuttings in the well will be collected by the CONTRACTOR at 10-foot intervals or at the direction of the CONSULTANT, beginning at the base of the surface casing and continuing to total depth. Both a bagged, labeled sample and one laid out on a table with a light for inspection and logging, as directed by the CONSULTANT, shall be provided. It will be the responsibility of the CONTRACTOR to protect the laid-out samples until they are no longer required by the CONSULTANT.

The driller shall carefully maintain the drilling fluid during drilling phases, especially while drilling in the production aquifer of the well. The CONSULTANT reserves the right to order the CONTRACTOR to slow the drilling or even stop the drilling if, in his/her opinion, the rate of drilling is having a potentially harmful effect on the aquifer due to increased fluid infiltration into the formation, etc. The time required to condition the drilling fluid system to acceptable levels as set by the mud engineer will not be considered as standby time.

Development

The well shall be developed by mechanical methods as provided below and in such a manner as is approved by the CONSULTANT. The CONTRACTOR shall furnish all necessary pumps and other needed equipment and shall develop the well to produce the maximum yield of water per foot of drawdown and extract from the water-bearing formation the maximum practical quantity of silt and sand possible so as to prevent, during the life of the well, such material from being drawn through the screen when the well is pumped under maximum conditions of drawdown. Development shall begin within 8 hours from the end of the curing period for cementing the casing, and shall be continuous until the development is completed (within 7 days).

Measurements of discharge and of the static and pumping water levels shall be made periodically, as required by the CONSULTANT to determine the specific capacity during pump development and to evaluate the progress being made by the development operations. All development and test work shall be performed in the presence of a representative of the CONSULTANT or as directed by the CONSULTANT.

Method and Equipment

The development shall be determined by the CONSULTANT in consultation with the CONTRACTOR. The nature and methods of the development shall be determined from the final design of the borehole. It is anticipated that the development will consist of two procedures: jetting and air lifting. The total time for development will not be known until after drilling and is based on the condition of the borehole.

1. Reverse Air lifting. The first procedure shall consist of reverse airlifting the well in order to remove as much fines and residual drilling mud from the well as possible. A minimum period of **14 hours** of reverse airlifting will be required. The air compressor shall be of a sufficient size to airlift from the bottom of the well (1615 feet) with a static water level (estimated at 590 feet).
2. Surging. The CONTRACTOR shall continue to develop the well using a surge block for a minimum of **4 hours** at a rate of approximately 1 min/ft of screen
3. Jetting. This procedure shall consist of agitating the formation and gravel pack by high pressure jetting with chlorinated (sodium hypochlorite) clear water to break up wall cake formed on the borehole during well construction. The total jetting time per pass will be approximately **14 hours** not including tripping in and out of the well. The chlorine concentration used shall be as directed by the mud engineer. This first jetting shall be accomplished by jetting opposite screened intervals with

an approved jetting tool. This sequence shall start at the bottommost screen section of the well and proceed to the uppermost screen section.

If the jetting procedure is done using frac tanks for storage and recycling of the jetting water, the tanks shall be emptied and refilled with chlorinated clear water at the discretion and direction of the CONSULTANT, but no less than three (3) times during the jetting procedure. If earthen pits are used, they shall be emptied prior to development work and lined with plastic sheeting in a manner approved by the CONSULTANT such that the development fluids will not be contaminated by natural soils. The CONTRACTOR must provide the facility to drain the pits and mix fresh chlorinated water a minimum of three times during each jetting phase.

The CONTRACTOR will then trip back to the bottom of the well and make a second **14 hour** jetting pass, again using chlorinated clear water. As with the first jetting, if either mud tanks or earthen pits are used to recycle the development water during jetting, they shall be emptied and fresh chlorinated water mixed at the discretion of the CONSULTANT, but no less than three times during the jetting process. During the two aforementioned jetting sequences, the CONSULTANT shall determine the jetting time allotted per foot of screen and shall make the final determination as to whether or not further jetting is required.

The pressure used during jetting shall be no greater than allowed by the screen manufacturer. The flow during jetting shall be a minimum of 50 gpm. It is estimated that the total jetting time for both passes will be approximately **28 hours**, not including tripping in and out of the well.

4. Air lifting. Following the above procedures, the CONTRACTOR shall then air lift the well for a minimum of **14 hours**. The time spent lifting at this juncture is in addition to the air lifting performed under Section 1. The air compressor shall be of a sufficient size to airlift from the bottom of the well (1615 feet) with a static water level (estimated at 590 feet). The CONTRACTOR shall air lift at intervals to allow the well to partially recover between surges, as directed by the CONSULTANT. The CONSULTANT shall be notified a minimum of 48 hours prior to the air lifting procedure, and the methods and equipment used must be approved by the CONSULTANT prior to the initiation of the procedure. The total actual time spent air lifting shall be a minimum of **14 hours**; not including time spent tripping in and out of the well.

Pump Testing

CONSULTANT will obtain the discharge permit from the Colorado Department of Health (5 CCR 1002-61) prior to testing (if required). CONSULTANT will be responsible for directing the CONTRACTOR as to the appropriate distance to discharge test water and any erosion control that may be necessary. This information shall be formalized along with the well design that will be given to the CONTRACTOR prior to on-site mobilization.

The CONTRACTOR shall test the well by pumping. Multiple tests will be made by the CONTRACTOR at the direction of CONSULTANT. These tests will include but are not limited to:

(1) surge pumping; (2) step-tests to determine the drawdown curve for flows up to 400 gallons per minute for the Bennett LFH-14 Well or the maximum capacity of the well, whichever is less; (3) a continuous drawdown test to determine well efficiency; and (4) a well recovery test.

The CONTRACTOR shall perform these tests at the direction of CONSULTANT. CONSULTANT will provide necessary information of expected flow rate and pumping water levels, etc. and the CONTRACTOR shall be responsible for providing a test pump capable of delivering the required flow rate and maintaining a constant rate of discharge at this flow rate for the duration of each test.

The CONTRACTOR shall keep accurate and complete records of each test both written and electronic and shall furnish copies of all records to CONSULTANT within 48 hours of completion of the test. Copies of the test records shall become property of the OWNER.

The following tests are anticipated, however, the duration and flow rates presented are estimates for bidding purposes, and subject to change at the discretion of the CONSULTANT.

1. **Surge pumping** shall be performed prior to step testing
 - A. Duration: minimum of two hours
 - B. Procedure: interrupted pumping up to 400 gpm (est.)
 - C. Requirements: Check valve installed immediately above pump to prevent back-surfing. Flow rates and water levels will be monitored. CONSULTANT must be present unless otherwise directed.
2. **Step Tests**
 - A. Duration: 4 steps; two hours per step or as directed by CONSULTANT
 - B. Anticipated Rates (gpm): 250, 300, 350, 400.
 - C. Requirements: CONTRACTOR must record water levels, pumping rates, pump motor amperage, hertz and voltage and sand content readings at regular intervals
 - D. Recovery Period: 24 hours; does not require monitoring of water levels (not a pay item).
3. **Constant Rate Test**
 - A. Duration: 24 hours
 - B. Anticipated Rate: 350 gpm \pm 2% (no more than 5%). CONSULTANT must be present and may adjust flow rate prior to test.
 - C. Requirements: CONTRACTOR must record water levels, pumping rates, pump motor amperage, hertz and voltage and sand content readings at regular intervals.
4. **Recovery Period**
 - A. Duration: 24 hours

- B. Requirements: CONTRACTOR must record water levels for 24 hours with the first 2 hours manned.

The CONTRACTOR shall provide all the labor, equipment and materials necessary to complete the production tests at the direction of CONSULTANT. The pump and motor unit shall be shrouded unless otherwise directed by CONSULTANT. Two 1 ¼-inch (or a sufficient size) PVC pipes set to a depth sufficient to provide pumping water level measurements throughout the duration of each test. The first PVC pipe will house a transducer (provided by CONTRACTOR) approved by CONSULTANT. An alternative method may be allowed with PRIOR approval from CONSULTANT for setting the transducer (i.e. banding to drop pipe). Depths for monitoring equipment must be confirmed with CONSULTANT before the start of testing. The second PVC pipe must be installed for m-scope measurements, in case of failure of the transducer. Additional backup will be provided by the installation of at least one airline for measuring water levels including providing accurate pressure gauges and bottles of compressed nitrogen.

All monitoring devices will be installed to the depth specifications set by CONSULTANT. The CONTRACTOR will ensure that the PVC tubing is placed next to the drop pipe so that no twisting or wrapping of the PVC around the drop pipe occurs. Failure to install PVC properly may be cause for removal and replacement of the testing equipment properly.

Use of a bleed back check valve in the test pump **will not be permitted** under any circumstances during the testing. Use of this valve invalidates the recovery data. If this valve is used, the 24-hour test will be required to be performed again without the valve at no cost to the OWNER.

Water level readings shall be taken from the data logger and M-Scope in all tests to be performed. The airline shall also be monitored for periodic water level measurements, but is considered a backup tool rather than the principal measuring device. For the recovery test, following the first two hours of the test, there should be no need for personnel at the site until the period of recovery has been completed and the data logger is removed. A laptop computer or a data logger shall be available at all times during the testing for review of the data.

All test data from the data logger shall be downloaded as a “.csv”, or similar file and copied onto CD-R disks or USB Flash Drive in a manner that it can be read by a personal type computer, and provided to the CONSULTANT **within 48 hours of the test being completed**. Alternatively, the data may be emailed to: gburke@jehnwater.com or hbanks@jehnwater.com

The CONTRACTOR shall furnish, as part of the development and production testing equipment, a welded steel portable discharge pipe assembly complete with fittings, valves and supports, complete with all accessories, in accordance with the requirements of these specifications.

The discharge pipe assembly shall include a flow meter which shall measure within plus or minus 3 percent of the true water flow. The flow meter shall have a rate of flow indicator which reads directly in gallons per minute, shall have a totalizer counter reading in total gallons delivered, shall have fast-moving pointer to permit timing with a watch for determining the rate of flow. Other flow meters are allowed but not required.

The flow meter shall be installed so that it is at least 5 pipe diameters downstream and 2 diameters upstream from any valves, fittings, or other pipe obstructions which would interrupt the flow pattern.

A valve shall be provided downstream of the measuring device which will be capable of throttling the discharge. It will be used for at least partial throttling of the discharge to induce enough head to stabilize the pumping rate at a constant value.

The use of an orifice plate assembly for the primary measurement of flow rates will not be permitted under any circumstances.

The CONTRACTOR shall provide for a connection of the sand tester in the discharge piping that will allow adequate flow through the tester for accurate sand testing.

CONSULTANT will collect the required water samples for laboratory testing sometime during the 24-hour test. The CONTRACTOR is not responsible for the laboratory costs.

Sand Content Testing

The CONTRACTOR shall furnish the necessary equipment to accurately test the pumped water for sand content. The testing equipment shall be the Rossum Centrifugal Sand Sampler, as illustrated in the *Journal of American Water Works Association*, Volume 46, Number 2, February 1954, or approved equal. The CONTRACTOR will be responsible for monitoring the sand production of the well throughout the duration of each test (step test and constant rate).

Well Video

After the well has been developed and tested, the CONTRACTOR then shall have a color video survey made by a video logging company approved by the CONSULTANT. The CONTRACTOR will take measures to ensure a relatively clear picture of the well and that calibrated footage of the well is visible by the camera. These measures shall include flocculating the well at least 48 hrs prior to performing the well video. The CONTRACTOR must also provide calibration of the cable used for the video upon request by CONSULTANT. In order to ensure accurate depth measurements, a measuring tape must be lowered alongside the camera. Two copies of the well video shall be provided, one to the OWNER and one to the CONSULTANT. If the video log shows more than 5 feet of fill in the bottom of the well, the well shall be bailed out by the CONTRACTOR.

Cleaning and Disinfection

Prior to capping the well, the CONTRACTOR shall sterilize the well. Industrial grade sodium hypochlorite shall be uniformly injected into the well to establish a solution of not less than 100 parts per million concentration. It shall then be thoroughly mixed in the well by agitation with air, or the bailer or surge block. The CONTRACTOR shall be responsible for insuring that the well is totally cleaned and disinfected so as to produce microbiologically satisfactory water. After disinfection, the wells shall be capped by welding a 1/8-inch thick steel plate over the top of the casing.

SITE CLEANUP

The CONTRACTOR shall clean up the site following completion of the work, including removal of all trash and debris. The CONTRACTOR shall remove the cuttings and fluid from the earthen pits and fill them in with the soil material removed.

The CONTRACTOR shall reclaim the site by filling in the mud pit area, re-grading and re-seeding with the approved mix.

TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL
LFH-14

BID COST FORM

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization/demobilization	LS	Lump sum		
2	Drill approx. 30-in hole to install 24-inch Surface Casing to a depth of 40 ft	ft	40		
3	Drill approx. 17.5-inch hole reverse circulation with a polymer-bentonite mix drilling fluid; TD 1,635 feet	est ft	1635		
4	Geophysical Log to T.D., as per specifications, est. depth 1,635 ft	LS	Lump sum		
5	Provide and install 10-inch steel casing	ft	1427		
6	Provide and Install stainless-steel screen 10-inch I.D. (0.020-slot)	est ft	190		
7	Install 10 X 20 gravel pack with tremie pipe and positive displacement. (20 linear ft is rathole)	est linear ft	350		
8	Install 2.5-inch gravel tube to a depth of 1,305 ft.	est linear ft	1305		
9	Provide an adequate cement seal from 1,285 ft to the surface, including approximately 5 feet of hot plug.	est linear ft	1285		
10	Well Development Reverse Airlifting	hrs	14		
11	Well Development Surging	hrs	4		
12	Well Development Jetting	hrs	28		
13	Well Development Airlifting	hr	14		
14	Furnish, install, and remove test pump (with shroud)	LS	Lump sum		
15	Pump Testing to include: 2 hrs surging, 8 hrs step, 24 hrs constant rate pump test and 24 hrs recovery test	LS	Lump sum		
16	Color Video log of well (est. 1615) *accurate depth measurements required.	LS	Lump sum		
17	Chlorination as per Water Well Regulations	LS	Lump sum		
18	Temporary Construction Fence	LS	Lump sum		
19	Site Restoration & Reseeding	LS	Lump sum		

TOTAL COST FOR BENNETT WELL LFH-14: _____

NOTE:

All depths are estimates, depending on actual well depth, geology, and water levels.

63W

Legend:

- Access Road
- Proposed LFH-14 Location
- Well Site

E Colfax Ave

N Penrith Rd

3S

3S

4S

4S

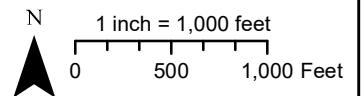
63W



Jehn Water Consultants, Inc.
88 Inverness Circle East,
Suite K-102
Englewood, CO 80112
(303) 321-8335
www.jehnwater.com

FIGURE 1

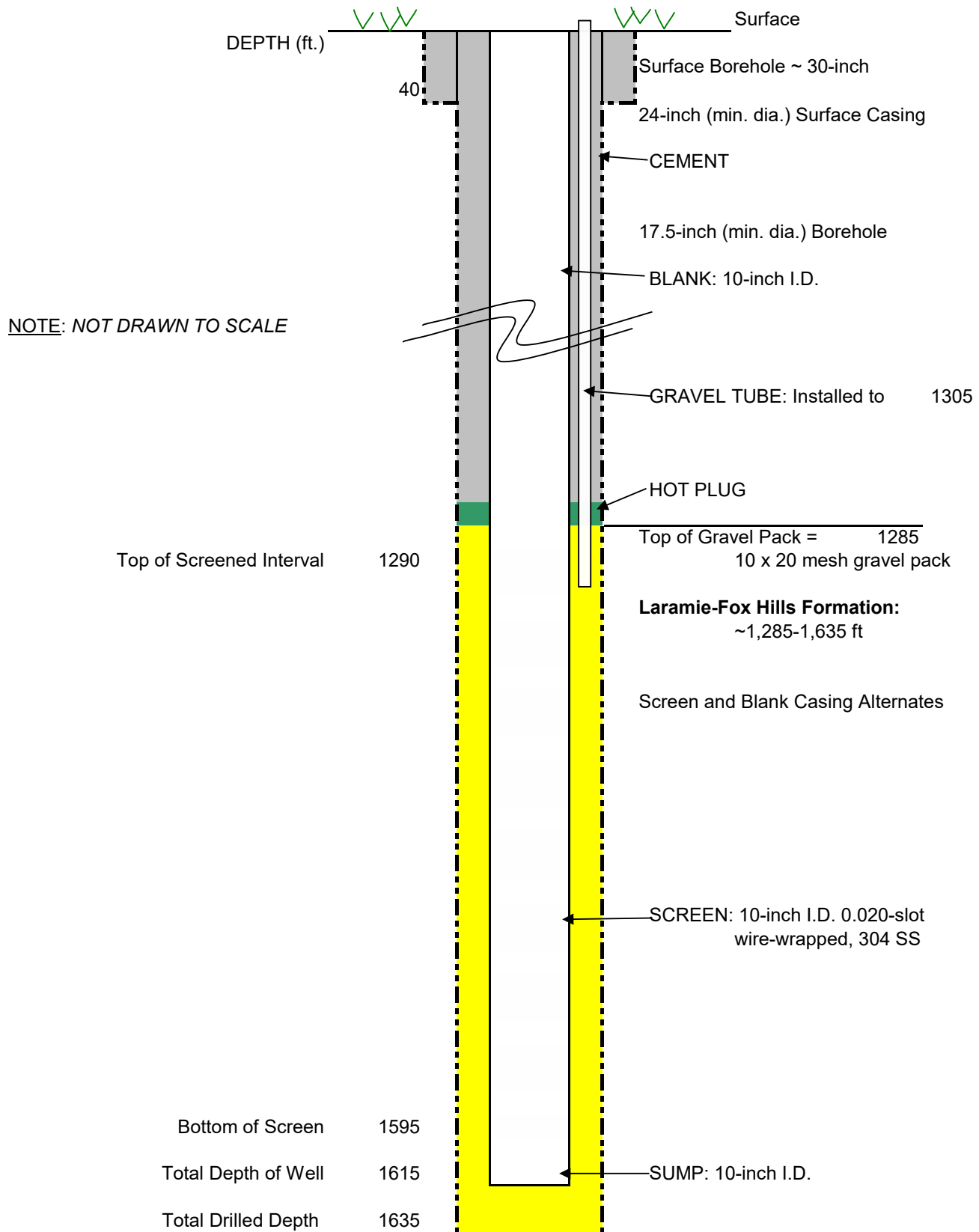
Town of Bennett LFH-14 Well Site Access



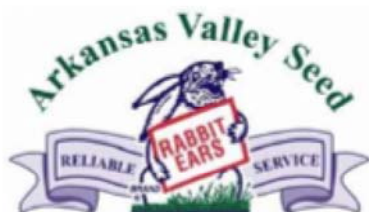
Job No. 512.7
Projection: UTM NAD83
Prepared By: ICM 11/17/2021
Checked By: GLB 11/17/2021
Sources: Esri Aerial Imagery

Page 386

FIGURE 2
TOWN OF BENNETT
LARAMIE-FOX HILL AQUIFER WELL LFH-14
WELL CONSTRUCTION DIAGRAM



APPENDIX A



Supplying **QUALITY** Seed
With **INTEGRITY** Since 1945

Low Grow Grass Mix

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.



Characteristics:

- Grows 8-12 inches tall
- Requires little to no maintenance
- Grows well in elevations up to 10,000 ft

Seeding Rate:

New Seeding

Dryland: 20-25 lbs/acre

Irrigated: 40 lbs/acre

Overseeding

Dryland: 10-15 lbs/acre

Irrigated: 20 lbs/acre

Mix contains:

30% **Ephraim Crested Wheatgrass**

Slightly rhizomatous bunchgrass with germination in 14-21 days.

Drought resistant and winter hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.

25% **Sheep Fescue**

Bunchgrass with germination in 14-21 days.

Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.

20% **Perennial Rye**

Bunchgrass with germination in 5-10 days.

One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.

15% **Chewings Fescue**

Bunchgrass with germination in 7-21 days.

Fine fescue that is shade tolerant and requires little water. Persists in dry soils and infertile soils.

10% **Canada Bluegrass**

Sod-forming grass with germination in 14-21 days.

Resistant to drought and some salinity. It is used to reclaim disturbed area such as gravel pits, cut roads, roadsides, and mines.

Formulations & varieties are subject to change without notice!

4300 Monaco Street
Denver, CO 80216

P. (303) 320-7500 F. (303) 320-7516

877-907-3337

www.avseeds.com

SECTION 9

TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20__ by and between the TOWN OF BENNETT (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work generally described as follows:

Drill and construct a vertical water well to a completed depth of approximately 1635 ft (or as directed by CONSULTANT) with reverse circulation drilling methods and a bentonite-polymer mix of drilling mud. The construction of this water well shall include geophysical logs, installation of stainless steel screen, steel casing, development and pump testing.

ARTICLE 2. CONSULTANT

The project has been designed by:

CONSULTANT

CONTRACTOR

Jehn Water Consultants, Inc.
88 Inverness Circle East, K-102
Englewood, CO 80112

who are hereinafter called CONSULTANT and CONTRACTOR, respectively, and who will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT and CONTRACTOR, respectively, in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The following shows the number of days in which the CONTRACTOR will substantially complete the work after the date when the contract time commences to run as provided in paragraph 2 of the Conditions of the Contract. The Contractor shall complete the project

so as to be ready for final payment in accordance with the Conditions of the Contract 15 days after the date for substantial completion.

Well construction, Bennett Laramie-Fox Hills Aquifer Well LFH-14 - 60 days from the date of the Notice to Proceed.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in the Conditions of the Contract. They 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 substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred fifty dollars (\$250.00) for each day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with Contractor's bid attached.
- 4.2 OWNER represents that when it executes the Agreement, it will have budgeted, authorized and have available sufficient funds to pay the contract price. No change order or other form of order or directive shall be issued by Owner requiring other additional compensable Work to be performed, which Work causes the aggregate amount payable under the Contract to exceed the amount set forth in paragraph 7(a) above, unless Contractor is given written assurance by Owner that funds to cover the costs of the additional Work have been made available by the Board of Directors of Owner.
- 4.3 Contractor shall pay its subcontractors promptly from amounts that it receives from Owner.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment every thirty (30) days. Applications for Payment will be processed by the CONSULTANT as provided in the Conditions of the Contract. The Contractor's Application for Payment shall be submitted no later than the 15th day of each month.

- 5.1 **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as

recommended by CONSULTANT, on or about the 6th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, as provided in the General Requirements.

- 5.2 Pay applications will be made from the CONTRACTOR to the OWNER. Progress payments will be approved and made directly to these entities.
- 5.3 Prior to Substantial Completion, progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or OWNER may withhold, in accordance with the Conditions of the Contract.
- 5.4 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in the Conditions of the Contract).

The percentage of payment will be 95% of Progress Payments until 50% of the contract price has been submitted. The retainage will not exceed 5% of the Total Contract price. This 5% retainage withheld will be paid upon Final Payment of the Contract. If Work has been completed as determined by CONSULTANT, and if the character and progress of the Work have been satisfactory to OWNER and CONSULTANT, OWNER on recommendation of CONSULTANT, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage held on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

- 5.5 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with the Contract Documents, OWNER shall, after compliance with statutory procedures for final payment set forth in CRS 38-26-101 et seq, pay the remainder of the Contract Price as recommended by the CONSULTANT. As a condition of final payment, CONTRACTOR will warrant that the Work has been completed lien-free, and will not be subject to any mechanics liens, chattel mortgages, mortgages, deeds of trust, security agreements or other encumbrances arising as a result of performance of the work or materials purchased for use in performing the Work which are not contested and removed in due course.
- 5.6 EVIDENCE OF SATISFACTION OF LIENS. CONTRACTOR shall provide OWNER with written evidence that all persons who have done any portion of the Work or have furnished materials or services on the Project and are entitled to liens or claims therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens or claims. Final payment shall not be made to CONTRACTOR until the OWNER is reasonably satisfied that all claims or liens have been satisfied by CONTRACTOR or have been secured against as provided in C.R.S. section 38-26-101 et seq.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided the Conditions of the Contract shall bear simple interest at the rate of one percent (1%) per month.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- 7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise that may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Conditions of the Contract; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Conditions of the Contract.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given CONSULTANT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONSULTANT is acceptable to CONTRACTOR.
- 7.6 CONTRACTOR will pass on manufacturer's equipment and material warranties, and will guarantee CONTRACTOR workmanship for a period of one year from the date of project acceptance.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1 This Agreement (Pages 1 to 7, inclusive). Any inconsistency between any other document and this Agreement shall be resolved in favor of the terms and conditions contained in this agreement.
- 8.2 Performance and Labor and Material Payment Bonds.
- 8.3 Notice of Award.
- 8.4 Conditions of the Contract (Pages 1 to 15, inclusive).
- 8.5 Specifications bearing the title "TOWN OF BENNETT CONSTRUCTION OF BENNETT LARAMIE-FOX HILLS AQUIFER WELL LFH-14" and consisting of division (Section 1) and two figures, as listed in the Table of Contents at the beginning of the Project Manual.
- 8.6 CONTRACTOR's Bid inserted at the end of the document.
- 8.7 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.8 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Addenda, written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Conditions of the Contract, as well as the Notice to Proceed, the Well Permit and the Contract Price.
- 8.9 The documents listed in Paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings indicated in the Conditions of the Contract.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of said other party, and of the assignee; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without any 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 that assignor from any duty or responsibility under the Contract Documents.

- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 The Contract between Contractor and Owner shall be deemed to have been made in Adams County (the "County"), and shall be subject to, governed by and interpreted and construed in accordance with the ordinances, rules, regulations and policies of the County, the laws and regulations of the State of Colorado, and Federal laws and rules and regulations (taken together, the "Laws"), as any or all of the same apply to the Work. As such, Contractor shall at all times comply with the provisions of the Laws which in any manner limit, control or apply to the actions or operations of Contractor under the Contract, or affect the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended.
- 9.5 Contractor and Owner acknowledge and agree that the Contract Documents may be enforced in law or in equity by decree of specific performance, damages, or other legal and equitable relief as may be available to either party subject to the provisions of the laws of the State of Colorado; provided that punitive damages are not recoverable. The parties specifically acknowledge and agree that the timely performance of the obligations set forth in the Contract Documents is essential and that a failure to perform the obligations in breach of the Contract Documents may cause the other party irreparable harm for which damages or other remedies available at law will not be adequate, and which may be adequately redressed only by specific performance or other appropriate equitable relief.
- 9.6 The terms of the Contract Documents shall be governed by the laws of the State of Colorado. In the event of any dispute between the parties to the Contract, the venue for the dispute resolution shall be the District Court in and for Adams County.
- 9.7 No waiver of any of the provisions of the Contract shall be deemed to constitute a waiver of any other of the provisions of the Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 9.8 The prevailing party in any litigation, arbitration or other proceeding to enforce this Agreement (including any of the Contract Documents) shall be entitled to recover its costs, including expert witness fees and reasonable attorney fees.

- 9.9 No member of OWNER'S Board of Directors, officer, agent or employee of OWNER shall be charged personally or held contractually liable by or to CONTRACTOR under any term or provision of the Contract Documents, or because of any breach thereof or because of their approval or execution of the Contract.
- 9.10 CONTRACTOR and any persons employed by CONTRACTOR for the performance of Work hereunder shall be independent contractors and not employees or agents of the OWNER. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the OWNER to oversee the actual work of the CONTRACTOR or to instruct any individual as to how the Work will be performed. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE OWNER, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and CONSULTANT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by CONSULTANT on their behalf. By its signature herein, each party represents that it is duly authorized to execute this Agreement and the Contract Documents and to perform its obligations thereunder.

This Agreement will be effective on _____, 20__.

OWNER TOWN OF BENNETT
207 Muegge Way
Bennett, CO 80102

By _____

Attest _____

CONTRACTOR

By _____

By _____

Attest _____

Attest _____

ADDENDUM NO. 1

OWNER: TOWN OF BENNETT

PROJECT: CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL LFH-14

JOB NO: 512.30

DATE: JANUARY 25, 2022 BID OPENING DATE: JANUARY 31, 2022

PURPOSE: The purpose of this Addendum is to provide a modified bid form and to provide additional specifications, clarifications, and supporting information.

1. Clarification to Bid Schedule, Line Item No. 19 Site Restoration & Reseeding:
This line item includes grading and seeding of the site; reseeding is only required on the well pad. Gravel removal is not required (on project site and access roads).
2. Clarification to Site Constraints: Temporary fencing around project site requires temporary chain link panel fencing. Privacy screening is not required.
3. Clarification to Site Access: An East-West access road is necessary to access the LFH-14 well site. Bids should include costs for two access road options, **only one access road type will be selected**. The two access road options are described in Addendum Items 4 and 5, below, and an updated Bid Form is included as **Attachment A**.
4. Modification to Bid Schedule: Addition of Line Item No. 20 for East-West access road sitework necessary to access the well pad.
Contractors are responsible to determine the access road preparation and materials necessary to move equipment in and out of the project site. This Line Item will be replaced by Line Item No. 21, if a permanent all-weather access road is selected.
5. Modification to Bid Schedule: Addition of Alternate Bid Schedule, Line Item No. 21.
This alternate bid schedule provides the option to construct a permanent all-weather East-West access road connecting Penrith Road to the LFH-14 well site. The permanent all-weather access road must be at least 14 feet wide with a 6-inch road base topped with crushed asphalt. A map providing an example of the all-weather access road location is included as **Attachment B**.

6. Clarification to Site Constraints: Vehicle Tracking Control (VTC) pad will be installed at the point where the paved section of Penrith Road terminates and becomes dirt. Point is shown on **Attachment B**.
7. For Informational Purposes: The Town of Bennett will provide snow removal on Penrith Road up to the access point. An example is shown on **Attachment B**. Contractor will be responsible for all access road maintenance beyond this point.

ACKNOWLEDGMENT:

The Contract Documents and Construction Specifications shall not be altered and/or changed in any way other than as heretofore indicated and/or specified.

Questions regarding the preceding addenda should be directed to Jehn Water Consultants, Inc. (303) 321-8335.

Acknowledgment of receipt of this Addendum is verified as signed below and must be submitted with the final bid on this project due January 31, 2022 to: Gina Burke, Jehn Water Consultants, Inc. at: gburke@jehnwater.com.

Signed this _____ day of _____ 20____

_____ (Signature)

_____ (Print Name)

TOWN OF BENNETT
CONSTRUCTION OF LARAMIE-FOX HILLS AQUIFER WELL
LFH-14
ATTACHMENT A to ADDENDUM NO. 1

BASE BID SCHEDULE

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization/demobilization	LS	Lump sum		
2	Drill approx. 30-in hole to install 24-inch Surface Casing to a depth of 40 ft	ft	40		
3	Drill approx. 17.5-inch hole reverse circulation with a polymer-bentonite mix drilling fluid; TD 1,635 feet	est ft	1635		
4	Geophysical Log to T.D., as per specifications, est. depth 1,635 ft	LS	Lump sum		
5	Provide and install 10-inch steel casing	ft	1427		
6	Provide and Install stainless-steel screen 10-inch I.D. (0.020-slot)	est ft	190		
7	Install 10 X 20 gravel pack with tremie pipe and positive displacement. (20 linear ft is rathole)	est linear ft	350		
8	Install 2.5-inch gravel tube to a depth of 1,305 ft.	est linear ft	1305		
9	Provide an adequate cement seal from 1,285 ft to the surface, including approximately 5 feet of hot plug.	est linear ft	1285		
10	Well Development Reverse Airlifting	hrs	14		
11	Well Development Surging	hrs	4		
12	Well Development Jetting	hrs	28		
13	Well Development Airlifting	hr	14		
14	Furnish, install, and remove test pump (with shroud)	LS	Lump sum		
15	Pump Testing to include: 2 hrs surging, 8 hrs step, 24 hrs constant rate pump test and 24 hrs recovery test	LS	Lump sum		
16	Color Video log of well (est. 1615) *accurate depth measurements required.	LS	Lump sum		
17	Chlorination as per Water Well Regulations	LS	Lump sum		
18	Temporary Construction Fence	LS	Lump sum		
19	Site Restoration & Reseeding	LS	Lump sum		
20	East-West temporary access road site preparation	LS	Lump sum		

ALTERNATE BID SCHEDULE

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
21	Construction of permanent all-weather east-west access road	LS	Lump sum		

TOTAL COSTS**BASE BID SCHEDULE (Items 1 through 20):**_____
(words)\$ _____
(number)**ALTERNATE BID SCHEDULE (Item 21):**_____
(words)\$ _____
(number)**NOTE:**

All depths are estimates, depending on actual well depth, geology, and water levels.

63W

3S

3S

Snow removal provided by the town of Bennett

4S

4S

- ▲ Proposed LFH-14 Location
- VTC
- Access Point (Example)
- Temporary East-West Access Road
(Example with potential to become
Permanent All-Weather East-West
Access Road)

Penrith Road

- == Paved
- === Unpaved

Well locations depicted on Muegge Farms 2nd Amendment ODP, Page 5, dated June 2021

63W

Jehn Water Consultants, Inc.
 88 Inverness Circle East,
 Suite K-102
 Englewood, CO 80112
 (303) 321-8335
www.jehnwater.com

DRAFT**Attachment B**

Bennett
LFH-14 Site Access & VTC

N
 1 inch = 1,000 feet
 0 500 1,000 Feet

Job No. 512.30
 Projection: UTM NAD83
 Prepared By: ICM 01/21/2022
 Checked By:
 Sources:
 Muegge Farms ODP Amend 3
 Esri Aerial Imagery, 8/1/2020

Page 402

Suggested Motion

I move to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Hydro Resources, Inc. in an amount not to exceed \$665,700 for contractor services to complete the construction, completion, development and pump testing of the new Laramie Fox Hills Well 14 vertical well.

EXECUTIVE SESSION SCRIPT

(Note: Two-thirds of the quorum present must vote yes; the session may only occur at a regular or special meeting of the Board)

I MOVE TO GO INTO EXECUTIVE SESSION:

(1) for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); Town Administrator Performance Review and Contract

Let's take a ____ minute break to give everyone time to get to a private location for the executive session.

BEGIN THE EXECUTIVE SESSION:

It's February 8, 2022 and the time is _____. For the record, I am the presiding officer, Mayor Royce D. Pindell. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:

As a reminder, everyone participating in the executive session has a duty to maintain the confidentiality and privacy of this executive session. Because this is an electronic executive session, I am going to ask everyone to confirm for the record that they are in a private location where others cannot hear or see this executive session. Let's each take a turn and confirm this for the record.

ANNOUNCEMENT NO. 1

This is an executive session for the following purpose:

(1) for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); Town Administrator Performance Review and Contract

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

**ANNOUNCEMENT TO BE MADE BY THE PRESIDING OFFICER
BEFORE CONCLUDING THE EXECUTIVE SESSION
(WHILE THE TAPE RECORDER IS STILL ON)**

I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

The recording will be retained for a 90-day period.

The time is now _____, and we now conclude the executive session and return to the open meeting.

(turn off tape and return to open meeting)

ANNOUNCEMENT NO. 3

STATEMENT TO BE MADE BY THE PRESIDING OFFICER
UPON RETURNING TO THE OPEN MEETING

The time is now _____, and the executive session has been concluded. The participants in the executive session were:

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Seeing none, the next agenda item is...