



**TOWN OF WIGGINS
BOARD of TRUSTEES MEETING
AGENDA**

February 28, 2024 at 7:00 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

***THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM
OR WATCH ON YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON***

GO TO <https://us06web.zoom.us/j/89138082108> FOR THE MEETING LINK

MEETING AGENDA

I. INTRODUCTIONS

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda

II. CONSENT AGENDA

1. Approval of Board of Trustees Meeting Minutes January 24, 2023

III. REPORTS/FINANCIALS

- I. Town Manager Report
- II. Board of Trustees
- III. Approval of Bills February 2024
- IV. Financials-Actual to Budget

IV. PUBLIC COMMENTS

The Board of Trustees welcomes you and thanks you for your time. If you wish to address the Board of Trustees about a specific concern or to comment on an item, this is the only time set on the agenda for you to do so. We ask that you be respectful and courteous when addressing the board. When you are recognized, please step to the microphone, state your name and address. Your comments will be limited to three (3) minutes. The Board will not respond to your comments this evening, rather they will take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up.

V. PUBLIC HEARING *(Public Input will be taken during the public hearing)*

North Ridge Minor Subdivision Final Plat

1. **Consideration of Resolution No. 06-2024** - A Resolution Approving the Final Plat for the North Ridge Minor Subdivision
2. Resolution No. 06-2024

VI. CONSIDERATION OF RESOLUTION NO. 07-2024

A Resolution Approving a Subdivision Agreement for the North Ridge Minor Subdivision.

1. Resolution No. 07-2024

VII. CONSIDERATION OF RESOLUTION NO. 08-2024

A Resolution Authorizing the Town of Wiggins to Contract for the Installation of the Grinder Vault at the Johnson Street Lift Station

1. Resolution 08-2024

VIII. CONSIDERATION OF RESOLUTION NO. 09-2024

A Resolution Approving an Agreement Between the Town of Wiggins and High Country Pipe & Utility

1. Resolution 09-2024

IX. CONSIDERATION OF RESOLUTION NO. 10-2024

A Resolution of the Town of Wiggins, Colorado in Opposition to Accessory Dwelling Unit Preemptions in House Bill 24-1152

1. Resolution No. 10-2024

X. DISCUSSION ON STRUCTURE AT TEETS PARK

XI. ADJOURNMENT

1. Closing Remarks by Mayor and Trustees, and Meeting Adjournment



MINUTES OF MEETING

TOWN OF WIGGINS BOARD OF TRUSTEES MEETING

January 24, 2024 at 7:00 p.m.

CALL TO ORDER & ROLL CALL

A meeting of the Town Board of Trustees for the Town of Wiggins, Colorado was held on Wednesday, December 27, 2023. Mayor Chris Franzen called the meeting to order at 7:00 p.m. The following Trustees answered roll call: Mayor Chris Franzen, Mayor Pro-Tem David Herbstman, and Trustees: Bryan Flax (was able to join via zoom at 7:22 pm) , Steven Perrott and Bruce Miller. Staff present were Nichole Seiber, Town Clerk/Treasurer; Beau Warden, Public Works Supervisor and Hope Becker, Planning & Zoning Director.

APPROVAL OF THE AGENDA

Motion was made by Trustee Miller to approve the agenda. Seconded by Mayor Pro-Tem Herbstman. Roll Call: The agenda was unanimously approved.

CONSENT AGENDA

Motion was made by Trustee Miller to approve the Consent Agenda. Seconded by Mayor Pro-Tem Herbstman. Roll Call: The Consent Agenda was unanimously approved.

TOWN MANAGER REPORT

- Trustee Miller inquired about the payments for the Syncing Fund and the loan interest. Mayor Franzen clarified those are quarterly payments.

Motion was made by Trustee Miller to approve the January 2024 Bills. Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

FINANCIALS - ACTUAL TO BUDGET

No discussion regarding the Financials to Actual.

Motion was made by Mayor Pro-Tem Herbstman to approve Financials Actual to Budget. Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

PUBLIC COMMENTS

The Public Comments portion of the meeting was opened at 7:07 p.m.

Larry Cash was present and first to speak. There was discussion regarding the sand blowing on Becky and Karen streets. Fill was hauled in to help with the water holes and he did shoot about one foot of grade. Millings were hauled off on most roads. Pooling water was discussed on the streets and Mayor Franzen said if a company is told to stop working on a road it is okay to finish the project rather than



leaving it half completed. Mayor Franzen stated Karen Street won't be addressed until spring time. Larry's complaints that he filed concerning abandoned vehicles was also discussed.

Sonny Rich spoke about a notice she received about personal property on her business lot. She stated the car and tires were cleaned up. Mayor Franzen stated he will look into the ordinance in question and someone from the Town will get back with her in a timely manner.

Jim Rich asked questions concerning some of the personal property mentioned in the notice he received. Mayor Franzen again stated Town Ordinances haven't been enforced for quite some time and the Town has started the process of enforcement. Mayor Franzen will look into the ordinance in question and someone from the Town will get back with him in a timely manner.

Edgar Aitken spoke via zoom and asked about his December water bill. Mayor Franzen explained the sewer price is based on an average. Mayor Franzen said he will have someone with the Town call him back for further explanation.

The Public Comment portion of the meeting was closed at 7:33 p.m.

CONSIDERATION OF RESOLUTION 01-2024 – A Resolution Amending the Utility Billing Process and Due Date for Water and Sewer Service Provided by the Town of Wiggins, Colorado.

The Town Clerk explained the due date for the Utility Billing will change from the 5th of the month to the 15th of the month.

Motion was made by Mayor Pro Tem Herbstman to approve Resolution 01-2024 Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION 02-2024 – A Resolution Amending Delinquent Charges for Water and Sewer Service Provided by the Town of Wiggins, Colorado.

The Town Clerk explained the citizens will now have a 5-day grace period to pay their utility bills and there will only be a \$15.00 late fee instead of a \$25.00 late fee in order to be in compliance with State Statutes. There will also be no Impact Fees.

Motion was made by Trustee Miller to approve Resolution 02-2024 Seconded by Mayor Pro-Tem Herbstman. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION 03-2024 – A Resolution Setting Water and Sewer Investment Fees (Tap Fees) for the Town of Wiggins, Colorado.

Mayor Franzen explained the Tap Fees will be increased for water to \$35,000.00 and sewer to \$10,000.00 for the basic 5/8" line. There will be increases for the size of line beyond the standard size.



Motion was made by Trustee Miller to approve Resolution 03-2024 Seconded by Trustee Perrott. Roll Call: This Resolution was opposed by Trustee Flax. Motion was approved.

CONSIDERATION OF RESOLUTION 04-2024 – A Resolution Authorizing the Town Manager to Contract for the Purchase and Installation of a Vogelsang Xripper for the Johnson Street Lift Station.

The Public Works Supervisor discussed getting a grinder on the inlet side of the Johnson Street Lift Station as there have been more and more challenges with waste water coming to the lift station. There was discussion on getting bids

Motion was made by Mayor Pro-Tem Herbstman to approve Resolution 04-2024 Seconded by Trustee Miller. Roll Call: Motion was unanimously approved.

CONSIDERATION OF RESOLUTION 05-2024 – A Resolution Authorizing the Mayor and Town Manager to sign the 2023 Year End Audit Engagement Letter.

Motion was made by Mayor Pro-Tem Herbstman to approve Resolution 05-2024 Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

RECONSIDERATION OF ORDINANCE 04-2023 – An Ordinance Approving the 2024 Water Agreement Between the Town of Wiggins and WGC Trading Co.

Motion was made by Mayor Pro-Tem Herbstman to approve Ordinance 04-2023 Seconded by Trustee Miller. Roll Call: Motion was unanimously approved.

LIQUOR LICENSE AUTHORITY – Wiggins Super's Retail Liquor License Renewal.

Motion was made by Mayor Pro-Tem Herbstman to approve the Liquor License Renewal of Wiggins Super's. Seconded by Trustee Perrott. Roll Call: Motion was unanimously approved.

ADJOURNMENT

The Mayor invited closing remarks.

Mayor Franzen adjourned the meeting at 7:58 pm.

Respectfully submitted by:

A handwritten signature in blue ink, reading "Nichole Seiber". The signature is written over a horizontal line.

The Town Clerk/Treasurer, Nichole Seiber



TOWN MANAGER'S REPORT

Board of Trustees Meeting February 28, 2024

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- The Town Manager attended the CML Legislative Workshop on February 15th and the Policy Committee meeting on February 16th in Denver. At the Legislative Workshop, presentations were made on several House and Senate bills of interest to local governments including land use, housing and law enforcement. At the policy committee meeting, CML staff presented several bills they are following in the 2024 legislative session.
 - Staff continues to work with several development projects including Ziggy's and Daniel Harrison's North Ridge 4-plex development on East Corona on site development plan submittal. Both need additional traffic information. The North Ridge development has been heard by the Planning & Zoning Commission and is on the agenda tonight.
 - Work on the Comprehensive Plan update continues with a steering committee meeting held on Tuesday February 27th.
 - Staff has had initial discussions with DOLA on a couple of potential projects with DOLA for submittal for a REDI Grant. One project would assist a local business looking to expand his operation and the other project would assist a potential new business with their site layout. Both projects would increase employment and sales tax revenue. More information will be provided regarding the grant and if the applications move forward at the March 13th Work Session.
 - Public Works staff continues to work on their February goals, including moving the Christmas village buildings and removing the metal A-Frame and basketball hoops from the concrete area at Teets Park. They are gathering quotes to acquire parts to repair the street sweeper to present to the Board in March.
 - Staff received word regarding the recently applied for DOLA EIAF Grant submitted for the Kiowa-Bijou water line. We have been awarded the grant and staff is working with the farm subdivision to on the cost share agreement.
 - The Kiowa-Bijou water line project is out to bid with bids due March 15th. The bid opening is scheduled for March 18th.
 - Comments from the public on the change in utility billing process and the new bill due date have been positive.

- The Town Manager meet with the CU Denver Students working on the UTAP project for the Early Childcare Center and Recreation Center. They are coming to the March Work Session to present and discuss.
- New Wiggins Police Tahoe is being delivered to LAWS in Lakewood to complete the set up. They have a 4-week backlog and our project is small enough that they want the vehicle available if they can fit it in.
- New rifles for WPD are expected soon. Colorado Custom Firearms discovered the upper receivers had stripped threads and defects with the forward assist. They are working to resolve that before delivering them.
- Dangerous Buildings-Staff is monitoring the progress on the notices sent out last month. The building at 205 Pearl is the only notice staff did not get a response from and the abatement process is beginning with staff getting an estimate to demo.
- The new aerators at the Sewer plant are operational. Public Works staff continue to clean-up the grounds surrounding the sewer plant. Excess equipment and inoperable vehicles are being staged and being offered for auction through Purple Wave a National Auction House.
- The RO discharge line has been cleaned with exception of a small section outside the RO building that staff plans to work on this week. The RO membranes are in route and should arrive the end of this week or first of next week. Representatives of King Technology will be in Wiggins to start replacement on March 18th.
- The Johnson Street Lift Station is fully functional and back to running in automatic mode.
- The Town and the Comprehensive Plan Update were included in the Fort Morgan Times on February 12th. The article was written by Robin Northrup who is interested in what is happening in and around Wiggins. She indicated she will try to attend some of our Board meetings in the future
- The Town Manager attended a meeting with managers from Brush and Fort Morgan, an official from Hill Rose and Morgan County Commissioner Becker to discuss a proposed change in funding for the communication center. The Managers ad Hill Rose representative had a follow-up meeting to evaluate the county proposal. A follow-up is scheduled this week to discuss a counter proposal with the county.
- Staff attended a meeting with representatives of the Colorado Water Conservation Board (CWCB) and their flood plain mapping contractor regarding updates to FEMA's flood hazard mapping. They are going to do more detailed mapping of Kiowa Creek near Wiggins and Bear Creek in Brush.
- The Town Manager attended a NE Region Managers meeting in Akron. Topics of discussions included upcoming grant opportunities through DOLA, affordable housing, and immigrant issues.

Calls for Service Activity in Wiggins

2017 - 131 case reports, 2,098 calls for service, 791 Citizen Initiated (C.I.)(38%) v. 1307 Officer initiated (O.I.)(62%)
114 Local ordinance actions - 205 Traffic Stops (19 tickets)

2018 - 147 case reports (+12%), 2,489 calls for service, 760 C.I. (31%) v. 1,725 O.I. (69%)
152 Local ordinance actions (+33%) - 246 Traffic Stops (38 tickets)

2019 - 118 case reports (-20%), 2,762 calls for service, 880 C.I. (32%) v. 1,882 O.I. (68%)
119 Local ordinance actions (-22%) - 237 Traffic Stops (58 tickets)

2020 - 89 case reports (-24%), 3,702 calls for service, 831 C.I. (22%) v. 2,871 O.I. 78%)(-6% C.I., +53% O.I.)
121 Local ordinance actions (+2%) - 943 Traffic Stops (313 tickets)

*2021 - 76 case reports (-14%), 3,283 calls for service, 784 C.I. (24%) v. 2,499 O.I. 76%)(-6% C.I., -13% O.I.)
92 Local ordinance actions (-24%) - 807 Traffic Stops (240 tickets)

2022 - 36 case reports (-52%), 4,439 calls for service, 632 C.I. (14%) v. 3,807 O.I. 86%)(-19% C.I., +52% O.I.)
154 Local ordinance actions (+67%) - 780 Traffic Stops (178 tickets)

2023 - 27 case reports (-25%), 5,136 calls for service, 796 C.I.** (18%) v. 4,340 O.I. 82%)(+26% C.I., +14% O.I.)
207 Local ordinance actions (+34%) - 564 Traffic Stops (230 tickets)

BPD (Population 5256/8 officers) (+242%)

2022 - 857 stops, 178 tickets
2023 - 691 stops, 137 tickets
2023 Calls for service - 11,479 total, 5,151 citizen-initiated v. 6,328 officer-initiated (45% v. 55%)

FMPD (Population 11,453/28 officers) (+638%)

2022 - 1,499 stops, 353 tickets
2023 - 1,501 stops, 602 tickets
2023 Calls for service - 27,706 total, 12,352 citizen-initiated v. 15,354 officer-initiated (45% v. 55%)

LLPD (Population 884) (-42%)

2022 - 259 stops, 221 tickets
2023 - 215 stops, 180 tickets
2023 Calls for service - 1,248 total, 501 citizen-initiated v. 747 officer-initiated (40% v. 60%)

MCSO (Population 29008) (+1772%)

2022 - 1,320 stops, 245 tickets
2023 - 1,499 stops, 316 tickets
2023 Calls for service - 16,538 total, 6,962 citizen-initiated v. 9,576 officer-initiated (42% v. 58%)

WPD (Population 1,549/three officers)

2022 - 780 stops, 178 tickets
2023 - 564 stops, 230 tickets
2023 Calls for service - 5,136 total, 796 citizen-initiated v. 4,340 officer-initiated (18% v. 82%)

The net decrease in case reports from the highest year, 2018, to 2023, is **-82%**

The net decrease in calls for service initiated by citizens from the highest year, 2019, to 2023 (minus 911 calls) is **-28%**

The net increase in officer-initiated activity from the lowest year, 2017, to 2023 is **+232%**

The net increase in local ordinance enforcement actions from the lowest year, 2021, to 2023 is **+125%**

*The drop in activity in 2021 can be attributed to having only two officers for most of the year.

The net increase in 911 welfare checks from the lowest year, 2018 (12) to 2023 (164), is **+1267% (Net 632 for 2023)

In a department-by-department, officer-by-officer comparison, we are the most proactive police department in Morgan County, with the average officer-initiated activity of the other departments at 57% and Wiggins at 82%.

TOWN of WIGGINS - BILLS PAID**February 2024**

Vendor	Description	Amount Paid
BLAKE ELECTRIC LLC	WWTF Aerator Electrical	\$7,225.00
BLOEDORN LUMBER	Repair Roof RD P Barn	\$421.88
BLUE LIGHTNING	Internet & Phone	\$456.74
BMO HARRIS N.A.	Credit Cards Payment	\$11,146.04
CARRAZCO, ADRIANA	Municipal Court Interpreter (2 mos)	\$125.00
CASELLE, INC	Software Support	\$1,999.00
CENTRAL AUTO PARTS	Dump Truck Repair	\$49.14
CHS HIGH PLAINS	Tank rental/Propane/Regulator	\$697.33
CIRSA	Insurance Fees	\$24,339.21
CITY OF FORT MORGAN UTILITIES	Glassey Pump Elect	\$8.17
COLORADO ANALYTICAL LABORATORY	Water Analytical	\$731.40
CORE & MAIN	Water Meters Repairs	\$128.36
COSTCO	Office Supplies/Propane	\$235.82
COUNTRY HARDWARE	PW Misc. Shop Supplies	\$2,663.75
Dahl of Fort Morgan	RO Plant Equip/Supplies	\$178.65
DEL-MAR SEPTIC SERVICE LLC	Pumped Septic at MCR U	\$315.00
DXP	RO Transfer Pump Motor	\$12,858.55
ECONO SIGNS	Street Sign Brackets	\$275.04
EMIL, KIMBERLY A	Judge Salary JAN & FEB	\$625.00
FORT MORGAN RES&IRR	Legal Reimbursement	\$69.00
GERTGE TECHNOLOGY, LLC	Phone	\$273.78
Grainger	Electromechanical Timer Sewer Plant	\$233.57
HAYES POZNANOVIC KORVER, LLC	Water Rights Attorney	\$2,130.50
HE LLC	PW Assist	\$1,912.50
HEARTSMART	Accessory Kit Defibrillator	\$225.90
HIGH COUNTRY PIPE & UTILITY	Pressure Jet to Clean RO Discharge Line	\$3,404.30
INVOICE CLOUD	Invoice Cloud Software	\$538.15
JONES IRRIGATION SERVICE	RO Vault Install	\$3,774.59
KAMMERER, WILLIAM M.	Water Shares Lease/Purchase	\$3,510.42
KELLY, PC	Town Attorney	\$3,150.00
KETCHUM MFG CO. INC	Dog License Tags	\$120.00
L.A.W.S.	2011 Chevy Tahoe	\$1,300.00
LAW OFFICE OF AMY C. PENFOLD LLC	Prosecuting Attorney Fess	\$507.50
LEAF	Copier Lease Split	\$159.00
LEXIPOL,LLC	Annual Manual & Bulletins	\$2,727.26
LRE Water	Water Rights Engineer	\$17,220.00
M & S ELECTRIC, INC.	Johnson Lift Station	\$5,832.30
Mark Duboise	Mileage Reimbursement	\$46.90
MILLER & ASSOCIATES	Town Engineer	\$4,478.75
Morgan County	Chip Seal N Main	\$8,324.82
MORGAN COUNTY QUALITY WATER	3261 CR U	\$36.04
MORGAN COUNTY TREASURER	Kiowa-Bijou Dist. Taxes due in 2024	\$30.00
NVAA	Insurance Fees	\$126.22
OUT EAST CONTRACTING, LLC	Load Recycled Asphalt	\$695.00
PITNEY BOWES-PURCHASE POWER	Postage Machine & Lease Supplies	\$604.50

TOWN of WIGGINS - BILLS PAID**February 2024**

Vendor	Description	Amount Paid
PRAIRIE MOUNTAIN MEDIA	Notice of Public Hearing x3	\$89.24
PREMIERE COPIER INC	Copier Expense	\$2,114.55
REVELATION STEEL, LLC	New Steele Multiple Locations	\$1,982.25
RH WATER & WASTEWATER, INC.	Water/Sewer Contract Operator/Sampling	\$1,750.00
RICK ENGINEERING COMPANY	Planning & Zoning Comprehensive Plan	\$16,781.83
RUDY'S G.T.O.	Tires	\$167.00
SAILSBERY SUPPLY CO., INC.	Parts Pump Truck/Sand Truck	\$187.78
Simon Materials	RO Discharge Line Vault	\$2,172.50
STUB'S GAS & OIL, INC.	WPD Fuel and Propane	\$479.33
TRUCKPRO LLC	Air Dryer for Brakes	\$237.02
UNCC	Utility Locates	\$6.45
USA BLUEBOOK	Sewer Plant Supplies/Equip	\$401.45
VIAERO WIRELESS	Cell Phone Charges	\$496.64
Walker Repair Services	Thermostat Housing/Labor	\$506.33
WELDON VALLEY DITCH COMPANY	Assessments	\$2,850.00
WELLER FABRICATION & MACHINE	Chain	\$504.00
WIGGINS FARM AND AUTO SUPPLY	Vehicle Repair & Maint/Shop Supplies	\$1,381.27
WIGGINS SUPER'S 1846	Office Supplies/Propane	\$126.19
WOLF WASTE, LLC	Trash Removal	\$378.00
XCEL ENERGY	Utility - Gas	\$2,003.22

Approved:**Date: 02/28/2024****Total:****\$160,525.13**

TOWN OF WIGGINS
COMBINED CASH INVESTMENT
JANUARY 31, 2024

COMBINED CASH ACCOUNTS

01-10210	HIGH PLAINS-MAIN CHECKING	169,820.42
01-10220	HIGH PLAINS-SWEEP ACCOUNT	(364,913.90)
01-10750	UTILITY CASH CLEARING ACCOUNT	(1,675.50)
TOTAL COMBINED CASH		(196,768.98)
01-20200	ACCOUNTS PAYABLE	(235.82)
01-10100	CASH ALLOCATED TO OTHER FUNDS	197,004.80
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	(42,897.18)
20	ALLOCATION TO WATER ENTERPRISE	(35,320.37)
30	ALLOCATION TO SEWER ENTERPRISE	(164,511.57)
40	ALLOCATION TO SALES TAX CAPITAL IMPROVEMENT	23,026.31
45	ALLOCATION TO SALES TAX STREETS	22,698.01
TOTAL ALLOCATIONS TO OTHER FUNDS		(197,004.80)
ALLOCATION FROM COMBINED CASH FUND - 01-10100		197,004.80
ZERO PROOF IF ALLOCATIONS BALANCE		.00

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2024

GENERAL FUND

ASSETS

10-10100	CASH IN COMBINED CASH FUND	(	42,897.18)	
10-10250	COLOTRUST FUND		.58	
			<u></u>	
TOTAL ASSETS			(	<u><u>42,896.60</u></u>)

LIABILITIES AND EQUITY

LIABILITIES

10-20200	ACCOUNTS PAYABLE	(	33,450.43)	
10-20210	PAYABLE TO SCHOOL DISTRICT		1,088.59	
10-22700	WAGES PAYABLE		42.56	
10-22710	FED/ FICA TAXES PAYABLE	(	5,922.04)	
10-22720	STATE W/H TAXES PAYABLE	(	1,309.00)	
10-22740	POLICE PENSION PAYABLE		2,233.72	
10-22770	UNEMPLOYMENT PAYABLE		109.29	
10-22820	HEALTH INSURANCE PAYABLE	(	3,579.20)	
			<u></u>	
TOTAL LIABILITIES			(	40,786.51)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD (2,110.09)

BALANCE - CURRENT DATE (2,110.09)

TOTAL FUND EQUITY (2,110.09)

TOTAL LIABILITIES AND EQUITY (42,896.60)

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
10-31100 CURRENT PROPERTY TAX	.00	.00	681,487.00	681,487.00	.0
10-31200 SPECIFIC OWNERSHIP	3,553.98	3,553.98	30,000.00	26,446.02	11.9
10-31300 1% TOWN SALES TAX	23,033.22	23,033.22	310,000.00	286,966.78	7.4
10-31301 USE TAX	6,234.80	6,234.80	10,000.00	3,765.20	62.4
10-31420 CIGARETTE TAX	134.29	134.29	1,000.00	865.71	13.4
10-31810 SEVERENCE TAX	.00	.00	65,000.00	65,000.00	.0
10-31820 FRANCHISE FEE-MORGAN CTY REA	2,433.00	2,433.00	9,000.00	6,567.00	27.0
10-31821 FRANCHISE FEE-XCEL ENERGY	.00	.00	15,000.00	15,000.00	.0
10-31823 FRANCHISE FEE--BLUE LIGHTNING	1,022.50	1,022.50	3,000.00	1,977.50	34.1
10-32110 LIQUOR LICENSE (15%)	.00	.00	175.00	175.00	.0
10-32210 BUILDING PERMITS	4,091.85	4,091.85	25,000.00	20,908.15	16.4
10-33412 DOLA EIAF 2021	12,767.21	12,767.21	55,197.00	42,429.79	23.1
10-33530 HIGHWAY USERS TAX	5,434.56	5,434.56	60,869.00	55,434.44	8.9
10-33550 ADDITIONAL MOTOR VEHICLE	634.67	634.67	6,000.00	5,365.33	10.6
10-33800 ROAD & BRIDGE	.00	.00	45,000.00	45,000.00	.0
10-34210 SPECIAL POLICE SERVICES	25.00	25.00	.00	(25.00)	.0
10-34215 VIN INSPECTIONS	150.00	150.00	200.00	50.00	75.0
10-34220 BUILDING DEVELOPMENT REVIEW	.00	.00	5,000.00	5,000.00	.0
10-34221 BUILDING INSPECTION PLAN REV	2,594.70	2,594.70	5,000.00	2,405.30	51.9
10-34283 SOFTBALL REG FEES	.00	.00	2,000.00	2,000.00	.0
10-34284 BASEBALL REG FEES	.00	.00	10,000.00	10,000.00	.0
10-34286 VOLLEYBALL REG FEES	.00	.00	1,000.00	1,000.00	.0
10-34287 SOCCER REG FEES	.00	.00	6,500.00	6,500.00	.0
10-35110 COURT FINES-MUNICIPAL	3,269.50	3,269.50	37,250.00	33,980.50	8.8
10-36000 OTHER MISCELLANEOUS REVENUE	121.28	121.28	.00	(121.28)	.0
10-36010 DOG LICENSES/CLINIC	15.00	15.00	300.00	285.00	5.0
10-36011 BUSINESS LICENSES	101.00	101.00	200.00	99.00	50.5
10-36012 CONTRACTOR LICENSES	325.00	325.00	1,250.00	925.00	26.0
10-36013 GOLF CART LICENSES	75.00	75.00	200.00	125.00	37.5
10-36100 INTEREST ON SAVINGS	5,640.12	5,640.12	35,000.00	29,359.88	16.1
10-36310 BUILDING & FARM RENT	.00	.00	6,000.00	6,000.00	.0
 TOTAL FUND REVENUE	 71,656.68	 71,656.68	 1,426,628.00	 1,354,971.32	 5.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENTAL</u>					
10-410-13 FINANCIAL AUDIT	.00	.00	5,500.00	5,500.00	.0
10-410-22 EMPLOYEE EVAL/TESTING	.00	.00	500.00	500.00	.0
10-410-32 PROFESSIONAL SERVICES	1,437.68	1,437.68	20,000.00	18,562.32	7.2
10-410-34 CODIFICATION	.00	.00	4,500.00	4,500.00	.0
10-410-35 COPIER LEASE	.00	.00	950.00	950.00	.0
10-410-40 EMPLOYEE TRAINING	.00	.00	5,000.00	5,000.00	.0
10-410-41 TELEPHONE & INTERNET	93.46	93.46	2,800.00	2,706.54	3.3
10-410-42 UTILITIES--ELECTRIC	.00	.00	1,000.00	1,000.00	.0
10-410-43 OFFICE BLDG REPAIRS & MAINT	.00	.00	5,000.00	5,000.00	.0
10-410-44 POSTAGE METER LEASE	.00	.00	1,600.00	1,600.00	.0
10-410-45 UTILITIES-GAS	.00	.00	1,525.00	1,525.00	.0
10-410-46 CELL PHONE	112.34	112.34	1,400.00	1,287.66	8.0
10-410-48 TRASH	.00	.00	300.00	300.00	.0
10-410-52 INSURANCE & BONDS	7,243.74	7,243.74	48,000.00	40,756.26	15.1
10-410-54 ADVERTISING	.00	.00	600.00	600.00	.0
10-410-55 POSTAGE & SHIPPING	.00	.00	800.00	800.00	.0
10-410-58 TRAVEL & MEETINGS	.00	.00	5,200.00	5,200.00	.0
10-410-61 OPERATING SUPPLIES	.00	.00	5,500.00	5,500.00	.0
10-410-68 COPIER EXPENSE	.00	.00	1,500.00	1,500.00	.0
10-410-70 IT SUPPORT	324.73	324.73	15,000.00	14,675.27	2.2
10-410-71 COMPUTER SOFTWARE	390.45	390.45	3,000.00	2,609.55	13.0
10-410-87 EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
10-410-90 DUES & SUBSCRIPTIONS	.00	.00	2,000.00	2,000.00	.0
10-410-91 NEWSLETTERS & PUBLICATIONS	.00	.00	600.00	600.00	.0
TOTAL GENERAL GOVERNMENTAL	9,602.40	9,602.40	134,275.00	124,672.60	7.2
<u>ADMINISTRATION DEPARTMENT</u>					
10-411-11 SALARY-TOWN CLERK	3,164.99	3,164.99	.00 (	3,164.99)	.0
10-411-15 ADMINISTRATION DEPT EMPLOYEES	5,613.94	5,613.94	129,321.00	123,707.06	4.3
10-411-20 EMPLOYEE BENEFITS	809.90	809.90	18,828.00	18,018.10	4.3
10-411-22 FICA & MEDICARE	666.09	666.09	9,893.00	9,226.91	6.7
10-411-23 457 RETIREMENT	338.17	338.17	5,365.00	5,026.83	6.3
10-411-25 UNEMPLOYMENT INS	17.40	17.40	100.00	82.60	17.4
10-411-26 WORKERS' COMPENSATION	.00	.00	4,250.00	4,250.00	.0
10-411-27 EMPLOYEE APPRECIATION	57.79	57.79	1,200.00	1,142.21	4.8
10-411-28 TA VEHICLE STIPEND	.00	.00	2,000.00	2,000.00	.0
TOTAL ADMINISTRATION DEPARTMENT	10,668.28	10,668.28	170,957.00	160,288.72	6.2

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL DEPARTMENT</u>					
10-412-00 CONTRACT-JUDGE	.00	.00	3,800.00	3,800.00	.0
10-412-01 CONTRACT-TOWN PROSECUTOR	.00	.00	5,000.00	5,000.00	.0
10-412-35 COPIER LEASE	.00	.00	225.00	225.00	.0
10-412-41 TELEPHONE & INTERNET	.00	.00	100.00	100.00	.0
10-412-44 POSTAGE METER LEASE	.00	.00	175.00	175.00	.0
10-412-55 POSTAGE	.00	.00	750.00	750.00	.0
10-412-61 OFFICE SUPPLIES	.00	.00	175.00	175.00	.0
10-412-68 COPIER EXPENSE	.00	.00	350.00	350.00	.0
10-412-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-412-71 COMPUTER SOFTWARE	.00	.00	200.00	200.00	.0
TOTAL JUDICIAL DEPARTMENT	.00	.00	10,875.00	10,875.00	.0
<u>MAYOR & LEGISLATIVE BOARDS</u>					
10-413-10 MAYOR COMPENSATION	.00	.00	2,400.00	2,400.00	.0
10-413-11 BOARD OF TRUSTEES COMPENSATION	440.00	440.00	2,880.00	2,440.00	15.3
10-413-12 BOARD OF TRUSTEES APPRECIATION	.00	.00	500.00	500.00	.0
10-413-22 FICA & MEDICARE	33.66	33.66	404.00	370.34	8.3
10-413-26 WORKERS' COMPENSATION	.00	.00	300.00	300.00	.0
10-413-40 BOARD OF TRUSTEES TRAINING	.00	.00	1,500.00	1,500.00	.0
10-413-51 E & O INSURANCE	.00	.00	3,200.00	3,200.00	.0
10-413-58 BOARD TRAVEL & MEETINGS	.00	.00	3,000.00	3,000.00	.0
10-413-70 IT SUPPORT	.00	.00	200.00	200.00	.0
10-413-71 COMPUTER SOFTWARE	.00	.00	500.00	500.00	.0
10-413-90 DUES & SUBSCRIPTIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL MAYOR & LEGISLATIVE BOARDS	473.66	473.66	17,384.00	16,910.34	2.7
<u>ELECTIONS</u>					
10-414-00 ELECTIONS	.00	.00	4,500.00	4,500.00	.0
TOTAL ELECTIONS	.00	.00	4,500.00	4,500.00	.0
<u>TREASURER'S OFFICE</u>					
10-415-15 COLLECTIONS (TREASURERS FEE)	.00	.00	12,000.00	12,000.00	.0
10-415-30 TOWN LEGAL	.00	.00	50,000.00	50,000.00	.0
10-415-40 REPORTING & PUBLISHING	.00	.00	500.00	500.00	.0
TOTAL TREASURER'S OFFICE	.00	.00	62,500.00	62,500.00	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ECONOMIC DEVELOPMENT</u>						
10-416-50	ECONOMIC DEVELOPMENT	.00	.00	75,000.00	75,000.00	.0
10-416-51	MEMBERSHP FEE/DUES	.00	.00	2,800.00	2,800.00	.0
	TOTAL ECONOMIC DEVELOPMENT	.00	.00	77,800.00	77,800.00	.0
<u>COMMUNITY DEVELOPMENT</u>						
10-417-30	COMMUNITY MEETINGS	.00	.00	1,000.00	1,000.00	.0
10-417-35	COPIER LEASE	.00	.00	200.00	200.00	.0
10-417-44	POSTAGE MACHINE LEASE	.00	.00	135.00	135.00	.0
10-417-55	POSTAGE	.00	.00	250.00	250.00	.0
10-417-61	OFFICE SUPPLIES	.00	.00	50.00	50.00	.0
10-417-63	ABATEMENT	.00	.00	6,500.00	6,500.00	.0
10-417-68	COPIER EXPENSE	.00	.00	350.00	350.00	.0
10-417-70	IT SUPPORT	.00	.00	200.00	200.00	.0
10-417-71	COMPUTER SOFTWARE	.00	.00	125.00	125.00	.0
10-417-85	CODE ENFORCEMENT	.00	.00	600.00	600.00	.0
10-417-91	NEWSLETTER	.00	.00	2,100.00	2,100.00	.0
	TOTAL COMMUNITY DEVELOPMENT	.00	.00	11,510.00	11,510.00	.0
<u>PLANNING & ZONING</u>						
10-418-30	LEGAL/ENGINEERING SUPPORT	.00	.00	6,000.00	6,000.00	.0
10-418-35	COPIER LEASE	.00	.00	200.00	200.00	.0
10-418-40	STAFF TRAINING	.00	.00	1,500.00	1,500.00	.0
10-418-41	TELEPHONE & INTERNET	12.91	12.91	95.00	82.09	13.6
10-418-44	POSTAGE MACHINE LEASE	.00	.00	175.00	175.00	.0
10-418-49	COMMISSION TRAINING	.00	.00	500.00	500.00	.0
10-418-51	MEMBERSHIPS/PUBLICATIONS	.00	.00	100.00	100.00	.0
10-418-54	NOTICES/PUBLICATIONS	.00	.00	500.00	500.00	.0
10-418-55	POSTAGE	.00	.00	130.00	130.00	.0
10-418-61	OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
10-418-68	COPIER EXPENSE	.00	.00	350.00	350.00	.0
10-418-70	IT SUPPORT	.00	.00	100.00	100.00	.0
10-418-71	COMPUTER SOFTWARE	.00	.00	650.00	650.00	.0
10-418-93	COMPREHENSIVE PLAN	.00	.00	110,393.00	110,393.00	.0
10-418-94	ZONING MAP	.00	.00	5,000.00	5,000.00	.0
10-418-97	LAND DEVELOPMENT CODE	.00	.00	75,000.00	75,000.00	.0
10-418-98	IMPACT FEE STUDY	.00	.00	15,000.00	15,000.00	.0
	TOTAL PLANNING & ZONING	12.91	12.91	215,793.00	215,780.09	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROGRAMS</u>					
10-419-00 FOURTH OF JULY FESTIVAL	.00	.00	35,000.00	35,000.00	.0
10-419-01 WIGGINS OLD TIME CHRISTMAS	691.83	691.83	5,000.00	4,308.17	13.8
10-419-03 50TH ANIV TOWN INCORPORATION	.00	.00	25,000.00	25,000.00	.0
10-419-05 BUSINESS DIST BEAUTIFICATION	.00	.00	3,000.00	3,000.00	.0
10-419-10 EVENTS COORINATOR	.00	.00	10,800.00	10,800.00	.0
10-419-20 DONATIONS/GRANTS	.00	.00	10,000.00	10,000.00	.0
10-419-58 COMMUNITY MEETINGS	.00	.00	1,000.00	1,000.00	.0
10-419-61 OFFICE EQUIPMENT LEASES	.00	.00	200.00	200.00	.0
10-419-62 MAIN STREET PROGRAMS	.00	.00	10,000.00	10,000.00	.0
10-419-65 TREES/TREE PLANTING	.00	.00	5,000.00	5,000.00	.0
10-419-66 PLANTERS	.00	.00	250.00	250.00	.0
10-419-91 NEWSLETTER/EVENT POSTCARD	.00	.00	900.00	900.00	.0
TOTAL COMMUNITY PROGRAMS	691.83	691.83	106,150.00	105,458.17	.7

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-421-02 CONTRACT SERVICES	.00	.00	1,200.00	1,200.00	.0
10-421-04 OFFICER EQUIPMENT	.00	.00	9,500.00	9,500.00	.0
10-421-15 POLICE SALARIES	17,882.38	17,882.38	215,392.00	197,509.62	8.3
10-421-20 EMPLOYEE BENEFITS	1,775.40	1,775.40	29,729.00	27,953.60	6.0
10-421-21 VEHICLE/MOBILE EQUIPMENT	.00	.00	12,000.00	12,000.00	.0
10-421-22 FICA & MEDICARE	269.95	269.95	2,800.00	2,530.05	9.6
10-421-23 PENSION-FPPA	1,864.10	1,864.10	25,847.00	23,982.90	7.2
10-421-24 DEATH & DISABILITY-FPPA	192.96	192.96	3,446.00	3,253.04	5.6
10-421-25 UNEMPLOYMENT INSURANCE	37.24	37.24	646.00	608.76	5.8
10-421-26 WORKERS' COMPENSATION	.00	.00	4,500.00	4,500.00	.0
10-421-28 FARM HOUSE UTILITIES-GAS/ELECT	.00	.00	2,800.00	2,800.00	.0
10-421-29 UNIFORMS	.00	.00	1,500.00	1,500.00	.0
10-421-30 PROFESSIONAL LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-421-35 COPIER LEASE	.00	.00	150.00	150.00	.0
10-421-40 TRAINING	.00	.00	4,000.00	4,000.00	.0
10-421-41 TELEPHONE & INTERNET	125.58	125.58	750.00	624.42	16.7
10-421-42 MC COM CENTER PHONE LINE	1,132.97	1,132.97	600.00	532.97	188.8
10-421-43 REPAIRS AND MAINTENANCE (AUTO)	.00	.00	7,500.00	7,500.00	.0
10-421-44 UTILITIES-ELECTRIC	.00	.00	1,200.00	1,200.00	.0
10-421-45 UTILITIES-GAS	499.83	499.83	600.00	100.17	83.3
10-421-46 CELL PHONE	230.58	230.58	2,775.00	2,544.42	8.3
10-421-48 TRASH	.00	.00	270.00	270.00	.0
10-421-49 OTHER MISCELLANEOUS	.00	.00	150.00	150.00	.0
10-421-52 INSURANCE & BONDS	6,320.83	6,320.83	15,500.00	9,179.17	40.8
10-421-55 PRINTING	.00	.00	1,300.00	1,300.00	.0
10-421-61 OFFICE/GEN OPERATING SUPPLIES	.00	.00	600.00	600.00	.0
10-421-62 FUEL	465.23	465.23	15,000.00	14,534.77	3.1
10-421-64 CRIME PREVENTION	.00	.00	250.00	250.00	.0
10-421-68 COPIER EXPENSE	.00	.00	350.00	350.00	.0
10-421-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-421-71 COMPUTER SOFTWARE	.00	.00	4,000.00	4,000.00	.0
10-421-72 AMMUNITION	.00	.00	2,500.00	2,500.00	.0
10-421-73 LEXIPOLE	.00	.00	2,750.00	2,750.00	.0
10-421-85 ANIMAL CONTROL	.00	.00	100.00	100.00	.0
10-421-90 MEMBERSHIP DUES	.00	.00	350.00	350.00	.0
10-421-91 POLICE VEHICLE SINKING FUND	.00	.00	15,000.00	15,000.00	.0
TOTAL POLICE DEPARTMENT	30,797.05	30,797.05	388,555.00	357,757.95	7.9
<u>BUILDING INSPECTION DEPARTMENT</u>					
10-424-20 BUILDING INSPECTIONS MATERIALS	.00	.00	200.00	200.00	.0
10-424-30 DEVELOPMENT REVIEW MISC EXP	.00	.00	3,000.00	3,000.00	.0
10-424-31 COMMERCIAL BUILDING REVIEW	.00	.00	12,000.00	12,000.00	.0
10-424-32 RESIDENTIAL BUILDING REVIEW	90.00	90.00	20,000.00	19,910.00	.5
10-424-40 EMPLOYEE TRAINING	.00	.00	500.00	500.00	.0
TOTAL BUILDING INSPECTION DEPARTMEN	90.00	90.00	35,700.00	35,610.00	.3

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS ADMINISTRATION</u>					
10-430-11 SALARY - PW MAINTENANCE(1)	9,643.85	9,643.85	10,926.00	1,282.15	88.3
10-430-15 SALARY-PW SEASONAL (MOWING)	.00	.00	8,216.00	8,216.00	.0
10-430-16 PW EMPLOYEES-FULL TIME	.00	.00	76,746.00	76,746.00	.0
10-430-20 EMPLOYEE BENEFITS - PW	1,144.70	1,144.70	15,360.00	14,215.30	7.5
10-430-22 FICA & MEDICARE	706.99	706.99	7,335.00	6,628.01	9.6
10-430-23 457 RETIREMENT	216.34	216.34	2,302.00	2,085.66	9.4
10-430-25 UNEMPLOYMENT INSURANCE - PW	18.41	18.41	264.00	245.59	7.0
10-430-26 WORKERS' COMPENSATION - PW	.00	.00	3,800.00	3,800.00	.0
TOTAL PUBLIC WORKS ADMINISTRATION	11,730.29	11,730.29	124,949.00	113,218.71	9.4
<u>PUBLIC WORKS & STREETS DEPT</u>					
10-431-00 UNIFORMS - PW	.00	.00	2,500.00	2,500.00	.0
10-431-20 REPAIRS-EQUIPMENT & VEHICLES	1,025.00	1,025.00	15,000.00	13,975.00	6.8
10-431-21 STREETS-SIGNS & MATERIAL	.00	.00	2,000.00	2,000.00	.0
10-431-22 SNOW REMOVAL	7.16	7.16	30,000.00	29,992.84	.0
10-431-23 EQUIPMENT RENTAL	.00	.00	200.00	200.00	.0
10-431-24 REPAIRS & MAINTENANCE-STREETS	93.60	93.60	.00	(93.60)	.0
10-431-25 FARM HOUSE MAINT	313.19	313.19	5,000.00	4,686.81	6.3
10-431-28 FARM HOUSE UTILITIES	34.03	34.03	2,700.00	2,665.97	1.3
10-431-35 COPIER LEASE	.00	.00	95.00	95.00	.0
10-431-39 GIS	.00	.00	250.00	250.00	.0
10-431-40 EMPLOYEE TRAINING	.00	.00	2,500.00	2,500.00	.0
10-431-41 UTILITIES - ELECTRIC	.00	.00	1,500.00	1,500.00	.0
10-431-43 BUIDING MAINT	390.95	390.95	20,000.00	19,609.05	2.0
10-431-45 UTILITIES-GAS	.00	.00	1,200.00	1,200.00	.0
10-431-46 CELL PHONE	115.29	115.29	1,600.00	1,484.71	7.2
10-431-47 TELEPHONE & INTERNET	35.29	35.29	800.00	764.71	4.4
10-431-48 TRASH	125.00	125.00	540.00	415.00	23.2
10-431-52 INSURANCE - PW	5,234.00	5,234.00	15,000.00	9,766.00	34.9
10-431-55 POSTAGE & SHIPPING-PW	.00	.00	50.00	50.00	.0
10-431-60 STREET LIGHTING - PW	.00	.00	18,000.00	18,000.00	.0
10-431-61 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
10-431-62 FUEL - PW	120.91	120.91	9,500.00	9,379.09	1.3
10-431-63 CONTRACT REFUSE REMOVAL - PW	.00	.00	2,000.00	2,000.00	.0
10-431-65 TREE PROGRAM	.00	.00	3,000.00	3,000.00	.0
10-431-66 PEST/WEED CONTROL - PW	.00	.00	1,600.00	1,600.00	.0
10-431-68 COPIER EXPENSE	.00	.00	78.00	78.00	.0
10-431-70 IT SUPPORT	.00	.00	2,500.00	2,500.00	.0
10-431-71 COMPUTER SOFTWARE	.00	.00	424.00	424.00	.0
10-431-74 EQUIPMENT- CAPITAL OUTLAY	.00	.00	2,250.00	2,250.00	.0
10-431-76 PW VEHICLES SINKING FUND	.00	.00	15,000.00	15,000.00	.0
10-431-77 PW HEAVY EQUIP SINKING FUND	.00	.00	10,000.00	10,000.00	.0
10-431-99 OTHER MISCELLANEOUS - PW	36.68	36.68	.00	(36.68)	.0
TOTAL PUBLIC WORKS & STREETS DEPT	7,531.10	7,531.10	165,787.00	158,255.90	4.5

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER</u>					
10-432-59 STORMWATER ENGINEERING/DESIGN	.00	.00	6,000.00	6,000.00	.0
10-432-60 STORMWATER CONSTRUCTION	.00	.00	5,000.00	5,000.00	.0
10-432-61 RETENTION/DETENTION POND MAINT	.00	.00	750.00	750.00	.0
10-432-62 CULVERT/DITCH MAINT	.00	.00	7,000.00	7,000.00	.0
10-432-63 3RD AVE STORM LIFT STATION	.00	.00	500.00	500.00	.0
10-432-64 STREET SWEEPING	.00	.00	1,200.00	1,200.00	.0
10-432-65 LEVEE REPAIR & MAINT	346.78	346.78	5,000.00	4,653.22	6.9
TOTAL STORMWATER	346.78	346.78	25,450.00	25,103.22	1.4
<u>PARK & RECREATION</u>					
10-451-11 SALARIES - P&R DIRECTOR (SEAS)	1,135.91	1,135.91	19,476.00	18,340.09	5.8
10-451-12 SALARIES - SUMMER HELP (SEAS)	.00	.00	24,960.00	24,960.00	.0
10-451-16 SALARIES-PW FULL-TIME	.00	.00	32,864.00	32,864.00	.0
10-451-20 EMPLOYEE BENEFITS	79.18	79.18	7,928.00	7,848.82	1.0
10-451-22 FICA P&R	86.90	86.90	5,913.00	5,826.10	1.5
10-451-23 RENTS	10.24	10.24	100.00	89.76	10.2
10-451-25 UNEMPLOYMENT INSURANCE	2.27	2.27	232.00	229.73	1.0
10-451-26 WORKERS' COMPENSATION	.00	.00	1,500.00	1,500.00	.0
10-451-30 SPECIAL EVENTS - P&R	.00	.00	1,000.00	1,000.00	.0
10-451-38 CELL PHONE	38.43	38.43	400.00	361.57	9.6
10-451-39 TELEPHONE & INTERNET	35.27	35.27	300.00	264.73	11.8
10-451-40 TRAINING	.00	.00	1,000.00	1,000.00	.0
10-451-41 UTILITIES - ELECTRIC	.00	.00	12,000.00	12,000.00	.0
10-451-42 PARK BUILDING MAINTENANCE	.00	.00	15,000.00	15,000.00	.0
10-451-43 PARK REPAIR AND MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
10-451-48 TRASH	103.00	103.00	600.00	497.00	17.2
10-451-52 INSURANCE - P&R	156.27	156.27	.00	(156.27)	.0
10-451-55 NEWSLETTERS/POSTCARDS/POSTAGE	.00	.00	1,200.00	1,200.00	.0
10-451-60 BACKGROUND CHECKS	.00	.00	800.00	800.00	.0
10-451-61 OPERATING SUPPLIES - P&R	.00	.00	1,200.00	1,200.00	.0
10-451-62 PARKS & RECREATION PROGRAMS	.00	.00	2,000.00	2,000.00	.0
10-451-70 IT SUPPORT	.00	.00	100.00	100.00	.0
10-451-71 COMPUTER SOFTWARE	175.00	175.00	1,500.00	1,325.00	11.7
10-451-83 SOFTBALL	.00	.00	2,750.00	2,750.00	.0
10-451-84 BASEBALL	.00	.00	8,000.00	8,000.00	.0
10-451-86 VOLLEYBALL	.00	.00	1,000.00	1,000.00	.0
10-451-87 SOCCER	.00	.00	1,800.00	1,800.00	.0
10-451-88 SUMMER ACTIVITY	.00	.00	2,000.00	2,000.00	.0
10-451-90 UNIFORMS & EQUIPMENT P&R	.00	.00	150.00	150.00	.0
10-451-91 MISC FEES	.00	.00	300.00	300.00	.0
10-451-92 PARK CONCESSION EXPENSE	.00	.00	5,000.00	5,000.00	.0
10-451-93 MEMBERSHIP/PUBLICATIONS	.00	.00	200.00	200.00	.0
10-451-98 TRANSFER TO 1% SALES TAX FUND	.00	.00	55,000.00	55,000.00	.0
TOTAL PARK & RECREATION	1,822.47	1,822.47	226,273.00	224,450.53	.8

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	73,766.77	73,766.77	1,778,458.00	1,704,691.23	4.2
NET REVENUE OVER EXPENDITURES	(2,110.09)	(2,110.09)	(351,830.00)	(349,719.91)	(.6)

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2024

WATER ENTERPRISE

ASSETS

20-10100	CASH IN COMBINED CASH FUND	(	35,320.37)	
20-10250	COLOTRUST-WATER FUND		.58	
20-10260	COLOTRUST - DEVELOPMENT FEES		.58	
20-10270	COLOTRUST-WATER BOND ACCOUNT		.04	
20-10271	63.23% BOTW DEBT SERVICE	(	14.76)	
20-10273	2020 BOTW LOAN--SINKING FUND		45,691.59	
20-10280	COLOTRUST-WATER BOND RESERVE		.58	
20-10281	BANK OF THE WEST WTR RESRVS	(	15.04)	
20-10282	2020 BOTW LOAN--D.S. RESERVE	(	1.89)	
20-10290	OPERATION & MAINTENANCE FUND		.58	
20-11500	ACCOUNTS RECEIVABLE		696.51	
				<hr/>
TOTAL ASSETS				11,038.40
				<hr/>

LIABILITIES AND EQUITY

LIABILITIES

20-20200	ACCOUNTS PAYABLE	(	27,109.81)	
20-22900	CUSTOMER DEPOSIT LIABILITY	(	241.00)	
				<hr/>
TOTAL LIABILITIES			(	27,350.81)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
20-29001	SUSPENSE		82,785.99	
	REVENUE OVER EXPENDITURES - YTD	(	44,396.78)	
				<hr/>
BALANCE - CURRENT DATE			38,389.21	
				<hr/>
TOTAL FUND EQUITY				38,389.21
				<hr/>
TOTAL LIABILITIES AND EQUITY				11,038.40
				<hr/>

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
20-34000 WATER SALES	65,588.33	65,588.33	1,019,736.00	954,147.67	6.4
20-34001 CUSTOMER DEPOSITS	.00	.00	500.00	500.00	.0
20-34002 BULK WATER SALES	.00	.00	200.00	200.00	.0
20-34440 TAP FEES & ACQUISITION FEES	20,000.00	20,000.00	.00	(20,000.00)	.0
20-34442 WATER METER SALES	305.00	305.00	1,500.00	1,195.00	20.3
20-34450 MISCELLANEOUS WATER INCOME	.00	.00	15,000.00	15,000.00	.0
20-36001 RENTAL INCOME	411.50	411.50	30,000.00	29,588.50	1.4
20-36012 GLASSEY REVENUE	10,000.00	10,000.00	.00	(10,000.00)	.0
20-36100 INTEREST EARNED	2.36	2.36	.00	(2.36)	.0
TOTAL FUND REVENUE	96,307.19	96,307.19	1,066,936.00	970,628.81	9.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
20-410-13 FINANCIAL AUDIT	.00	.00	5,500.00	5,500.00	.0
20-410-30 LEGAL SERVICE	.00	.00	5,000.00	5,000.00	.0
20-410-31 WATER RIGHTS EXPENSES (LEGAL)	.00	.00	80,000.00	80,000.00	.0
20-410-32 PROFESSIONAL SERVICES WATER	1,048.05	1,048.05	90,000.00	88,951.95	1.2
20-410-33 POSTAGE	.00	.00	1,200.00	1,200.00	.0
20-410-34 WATER DEPOSIT REFUND	.00	.00	1,000.00	1,000.00	.0
20-410-38 PROFESSIONAL SERVICES ACCT	.00	.00	10,000.00	10,000.00	.0
20-410-40 TRAVEL, MEETINGS & TRAINING	.00	.00	4,000.00	4,000.00	.0
20-410-44 POSTAGE MACHINE LEASE	.00	.00	105.00	105.00	.0
20-410-59 DESIGN/SYSTEM ENGINEERING	.00	.00	50,000.00	50,000.00	.0
TOTAL PROFESSIONAL SERVICES	1,048.05	1,048.05	246,805.00	245,756.95	.4
<u>WATER ADMINISTRATION</u>					
20-411-11 SALARY-TOWN CLERK	2,152.75	2,152.75	.00 (	2,152.75)	.0
20-411-12 EMPLOYEE SALARY-ADMINISTRATION	.00	.00	62,715.00	62,715.00	.0
20-411-15 ADMINISTRATION DEPT EMPLOYEES	3,299.40	3,299.40	.00 (	3,299.40)	.0
20-411-20 EMPLOYEE BENEFITS	547.29	547.29	10,405.00	9,857.71	5.3
20-411-21 COMPENSATED ABSENCE EXPENSE	.00	.00	1,000.00	1,000.00	.0
20-411-22 FICA & MEDICARE	410.70	410.70	4,798.00	4,387.30	8.6
20-411-23 457 RETIREMENT	250.84	250.84	2,706.00	2,455.16	9.3
20-411-25 UNEMPLOYMENT INSURANCE	10.74	10.74	188.00	177.26	5.7
20-411-26 WORKERS' COMPENSATION	.00	.00	175.00	175.00	.0
20-411-72 UTILITY BILLING SOFTWARE EXP	.00	.00	2,920.00	2,920.00	.0
TOTAL WATER ADMINISTRATION	6,671.72	6,671.72	84,907.00	78,235.28	7.9
<u>PUBLIC WORKS ADMINISTRATION</u>					
20-430-11 SALARY-PW MAINTENANCE	3,435.02	3,435.02	44,720.00	41,284.98	7.7
20-430-15 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
20-430-20 EMPLOYEE BENEFITS	532.76	532.76	7,432.00	6,899.24	7.2
20-430-22 FICA & MEDICARE	247.40	247.40	3,982.00	3,734.60	6.2
20-430-23 457 RETIREMENT	103.06	103.06	1,342.00	1,238.94	7.7
20-430-25 UNEMPLOYMENT INSURANCE	6.45	6.45	34.00	27.55	19.0
20-430-26 WORKERS' COMPENSATION	.00	.00	800.00	800.00	.0
TOTAL PUBLIC WORKS ADMINISTRATION	4,324.69	4,324.69	65,642.00	61,317.31	6.6
<u>SUPPLIES</u>					
20-431-22 EQUIPMENT REPAIRS AND MAINT	.00	.00	5,000.00	5,000.00	.0
20-431-62 FUEL	391.06	391.06	2,000.00	1,608.94	19.6
20-431-75 VEHICLE REPAIR	.00	.00	1,500.00	1,500.00	.0
TOTAL SUPPLIES	391.06	391.06	8,500.00	8,108.94	4.6

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

WATER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
20-432-00 LINE MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
20-432-05 UTILITY LOCATE EXPENSE	.00	.00	400.00	400.00	.0
20-432-30 CONTRACT OPERATOR	.00	.00	6,000.00	6,000.00	.0
20-432-35 COPIER LEASE	.00	.00	600.00	600.00	.0
20-432-37 ANALYTICAL/SAMPLING EXPENSE	209.40	209.40	13,500.00	13,290.60	1.6
20-432-39 GIS	.00	.00	1,125.00	1,125.00	.0
20-432-40 TELEPHONE & INTERNET	488.96	488.96	2,000.00	1,511.04	24.5
20-432-41 UTILITIES-ELECTRIC	8.17	8.17	80,000.00	79,991.83	.0
20-432-45 UTILITIES-GAS	.00	.00	2,500.00	2,500.00	.0
20-432-46 CELL PHONE	.00	.00	764.00	764.00	.0
20-432-48 TRASH	125.00	125.00	100.00	(25.00)	125.0
20-432-49 UTILITIES-PROPANE	.00	.00	7,000.00	7,000.00	.0
20-432-50 PERMIT FEES	.00	.00	1,500.00	1,500.00	.0
20-432-52 INSURANCE AND BONDS	2,449.81	2,449.81	8,000.00	5,550.19	30.6
20-432-53 BOOSTER STATION MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
20-432-54 WATER MAIN INSTALLATION EXP	128.36	128.36	2,500.00	2,371.64	5.1
20-432-55 METER INSTALL EXPENSE	.00	.00	7,800.00	7,800.00	.0
20-432-56 MAINTENANCE (PLANT) RO	100.62	100.62	80,000.00	79,899.38	.1
20-432-57 TREATMENT/OPERATING SUPPLIES	1,011.00	1,011.00	8,000.00	6,989.00	12.6
20-432-59 WATER WELL MAINTENANCE	.00	.00	6,000.00	6,000.00	.0
20-432-61 OFFICE SUPPLIES	.00	.00	1,500.00	1,500.00	.0
20-432-68 COPIER EXPENSE	.00	.00	800.00	800.00	.0
20-432-70 IT SUPPORT	324.63	324.63	500.00	175.37	64.9
20-432-75 SYSTEM REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
20-432-85 WATER LEASES	.00	.00	80,000.00	80,000.00	.0
20-432-86 DEPRECIATION	.00	.00	154,705.00	154,705.00	.0
20-432-87 EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
20-432-91 RO SINKING FUND	.00	.00	5,000.00	5,000.00	.0
20-432-99 OTHER MISCELLANEOUS EXPENSE	33.58	33.58	1,000.00	966.42	3.4
TOTAL OPERATIONS	4,879.53	4,879.53	543,294.00	538,414.47	.9
<u>DEBT SERVICE</u>					
20-471-09 LOAN PMT-CWCB	.00	.00	45,000.00	45,000.00	.0
20-471-11 LOAN PAYMENT-USDA	.00	.00	147,072.00	147,072.00	.0
20-471-12 LEASE/PURCHASE PMT-KAMMERER	3,510.42	3,510.42	42,125.00	38,614.58	8.3
20-471-13 BOTW SINKING FUND PAYMENT	45,693.48	45,693.48	130,000.00	84,306.52	35.2
20-471-14 BOTW INTEREST PAYMENT	74,185.02	74,185.02	95,000.00	20,814.98	78.1
TOTAL DEBT SERVICE	123,388.92	123,388.92	459,197.00	335,808.08	26.9
TOTAL FUND EXPENDITURES	140,703.97	140,703.97	1,408,345.00	1,267,641.03	10.0
NET REVENUE OVER EXPENDITURES	(44,396.78)	(44,396.78)	(341,409.00)	(297,012.22)	(13.0)

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2024

SEWER ENTERPRISE

ASSETS

30-10100	CASH IN COMBINED CASH FUND	(	164,511.57)	
30-10250	COLOTRUST FUND		.58	
30-10260	COLOTRUST SEWER PROJECT		.58	
30-10271	36.77% BOTW DEBT SERVICE	(	8.58)	
30-10273	2020 BOTW LOAN--SINKING FUND		26,570.91	
30-10282	2020 BOTW LOAN--D.S. RESERVE	(	1.11)	
30-11500	ACCOUNTS RECEIVABLE		1,864.90	
	TOTAL ASSETS		(	136,084.29)

LIABILITIES AND EQUITY

LIABILITIES

30-20200	ACCOUNTS PAYABLE	(	139,235.18)	
30-22900	CUSTOMER DEPOSIT LIABILITY	(	104.00)	
	TOTAL LIABILITIES		(	139,339.18)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
30-29001	SUSPENSE		48,142.35	
	REVENUE OVER EXPENDITURES - YTD	(	44,887.46)	
	BALANCE - CURRENT DATE		3,254.89	
	TOTAL FUND EQUITY			3,254.89
	TOTAL LIABILITIES AND EQUITY			(
				136,084.29)

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
30-34000 SEWER SALES	38,358.22	38,358.22	458,348.00	419,989.78	8.4
30-34001 CUSTOMER DEPOSITS	.00	.00	150.00	150.00	.0
30-34440 TAP FEES	8,000.00	8,000.00	.00 (	8,000.00)	.0
30-36100 INTEREST EARNED	1.16	1.16	100.00	98.84	1.2
TOTAL FUND REVENUE	46,359.38	46,359.38	458,598.00	412,238.62	10.1

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
30-410-13 FINANCIAL AUDIT	.00	.00	5,500.00	5,500.00	.0
30-410-30 LEGAL SERVICE	.00	.00	2,000.00	2,000.00	.0
30-410-32 PROFESSIONAL SERVICES	1,017.22	1,017.22	10,000.00	8,982.78	10.2
30-410-33 POSTAGE	.00	.00	1,000.00	1,000.00	.0
30-410-34 SEWER DEPOSIT REFUND	.00	.00	500.00	500.00	.0
30-410-35 COPIER LEASE	.00	.00	125.00	125.00	.0
30-410-40 TRAINING	.00	.00	2,000.00	2,000.00	.0
30-410-44 POSTAGE MACHINE LEASE	.00	.00	105.00	105.00	.0
30-410-67 OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
30-410-68 COPIER EXPENSE	.00	.00	200.00	200.00	.0
TOTAL PROFESSIONAL SERVICES	1,017.22	1,017.22	21,530.00	20,512.78	4.7

<u>SEWER ADMINISTRATION</u>					
30-411-11 SALARY-TOWN CLERK	1,858.09	1,858.09	.00 (	1,858.09)	.0
30-411-14 EMPLOYEE SALARIES-ADMIN	.00	.00	54,931.00	54,931.00	.0
30-411-15 ADMINISTRATION DEPT EMPLOYEES	3,299.38	3,299.38	.00 (	3,299.38)	.0
30-411-20 EMPLOYEE BENEFITS	547.01	547.01	10,405.00	9,857.99	5.3
30-411-21 COMPENSATED ABSENCE EXPENSE	.00	.00	950.00	950.00	.0
30-411-22 FICA & MEDICARE	388.11	388.11	4,202.00	3,813.89	9.2
30-411-23 457 RETIREMENT	242.03	242.03	1,722.00	1,479.97	14.1
30-411-25 UNEMPLOYMENT INSURANCE	10.16	10.16	165.00	154.84	6.2
30-411-26 WORKERS' COMPENSATION	.00	.00	200.00	200.00	.0
30-411-70 IT SUPPORT	324.64	324.64	250.00 (	74.64)	129.9
30-411-72 UTILITY SOFTWARE EXPENSE	.00	.00	2,920.00	2,920.00	.0
TOTAL SEWER ADMINISTRATION	6,669.42	6,669.42	75,745.00	69,075.58	8.8

<u>PUBLIC WORKS ADMINISTRATION</u>					
30-430-11 SALARY-PW MAINTENANCE	3,435.02	3,435.02	.00 (	3,435.02)	.0
30-430-12 SALARY-PW MAINTENANCE	.00	.00	44,720.00	44,720.00	.0
30-430-13 EMPL SALARY-PW P/T SEASONAL	.00	.00	7,332.00	7,332.00	.0
30-430-20 EMPLOYEE BENEFITS	532.76	532.76	7,432.00	6,899.24	7.2
30-430-22 FICA & MEDICARE	247.44	247.44	3,982.00	3,734.56	6.2
30-430-23 457 RETIREMENT	103.06	103.06	1,342.00	1,238.94	7.7
30-430-25 UNEMPLOYMENT	6.43	6.43	34.00	27.57	18.9
30-430-26 WORKERS' COMPENSATION	.00	.00	800.00	800.00	.0
TOTAL PUBLIC WORKS ADMINISTRATION	4,324.71	4,324.71	65,642.00	61,317.29	6.6

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WWTP</u>					
30-431-22 EQUIPMENT MAINTENANCE/REPAIRS	.00	.00	1,500.00	1,500.00	.0
30-431-41 UTILITIES-ELECTRIC	.00	.00	500.00	500.00	.0
30-431-45 UTILITIES-GAS	.00	.00	400.00	400.00	.0
30-431-48 TRASH	.00	.00	876.00	876.00	.0
30-431-51 WWTP ENGINEERING & CONTINGENCY	.00	.00	7,500.00	7,500.00	.0
30-431-59 ENGINEERING DESIGN	.00	.00	15,000.00	15,000.00	.0
30-431-62 FUEL	168.34	168.34	800.00	631.66	21.0
30-431-74 CAPITAL OUTLAY WWTP	.00	.00	25,000.00	25,000.00	.0
30-431-75 VEHICLE REPAIRS	.00	.00	5,000.00	5,000.00	.0
TOTAL WWTP	168.34	168.34	56,576.00	56,407.66	.3
<u>OPERATIONS</u>					
30-432-00 LINE MAINTENANCE	.00	.00	7,500.00	7,500.00	.0
30-432-05 UTILITY LOCATE EXPENSE	.00	.00	500.00	500.00	.0
30-432-30 CONTRACT OPERATOR	.00	.00	4,800.00	4,800.00	.0
30-432-39 COMPUTER SOFTWARE-GIS	.00	.00	1,200.00	1,200.00	.0
30-432-41 UTILITIES-ELECTRIC	.00	.00	28,000.00	28,000.00	.0
30-432-42 TELEPHONE/INTERNET	257.60	257.60	750.00	492.40	34.4
30-432-45 UTILITIES --GAS	.00	.00	1,200.00	1,200.00	.0
30-432-46 CELL PHONE	.00	.00	300.00	300.00	.0
30-432-48 TRASH	25.00	25.00	750.00	725.00	3.3
30-432-50 PERMIT FEES	.00	.00	3,500.00	3,500.00	.0
30-432-51 ANALYTICAL/SAMPLING EXPENSE	241.00	241.00	8,000.00	7,759.00	3.0
30-432-52 INSURANCE AND BONDS	2,254.47	2,254.47	9,000.00	6,745.53	25.1
30-432-53 SEWER CLEANING/VIDEO	.00	.00	20,000.00	20,000.00	.0
30-432-54 INSTALLATION OF LINE EXPENSE	.00	.00	500.00	500.00	.0
30-432-55 GENERAL MAINT CENT LIFT ST	.00	.00	500.00	500.00	.0
30-432-56 GENERAL MAINTENANCE OF PLANT	158.47	158.47	15,000.00	14,841.53	1.1
30-432-57 GENERAL MAINT JOHNSON LT ST	4,025.36	4,025.36	2,500.00	(1,525.36)	161.0
30-432-59 ENGINEERING DESIGN	.00	.00	5,000.00	5,000.00	.0
30-432-60 TREATMENT OPERATIONS	2,381.77	2,381.77	8,500.00	6,118.23	28.0
30-432-61 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
30-432-75 CAPITAL OUTLAY - LINES	.00	.00	60,000.00	60,000.00	.0
30-432-86 DEPRECIATION	.00	.00	51,000.00	51,000.00	.0
30-432-99 OTHER MISCELLANEOUS EXPENSE	10.80	10.80	1,000.00	989.20	1.1
TOTAL OPERATIONS	9,354.47	9,354.47	229,700.00	220,345.53	4.1
<u>DEBT SERVICE</u>					
30-471-13 BOTW SINKING FUND PAYMENT	48,142.35	48,142.35	96,536.00	48,393.65	49.9
30-471-14 BOTW INTEREST PAYMENT	21,570.33	21,570.33	70,000.00	48,429.67	30.8
TOTAL DEBT SERVICE	69,712.68	69,712.68	166,536.00	96,823.32	41.9

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SEWER ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	91,246.84	91,246.84	615,729.00	524,482.16	14.8
NET REVENUE OVER EXPENDITURES	(44,887.46)	(44,887.46)	(157,131.00)	(112,243.54)	(28.6)

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2024

SALES TAX CAPITAL IMPROVEMENT

ASSETS

40-10100	CASH IN COMBINED CASH FUND	23,026.31	
40-10250	COLOTRUST FUND	.58	
40-10251	HIGH PLAINS 1% TAX FUND	6.48	
	TOTAL ASSETS		23,033.37

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	23,033.37		
BALANCE - CURRENT DATE		23,033.37	
TOTAL FUND EQUITY			23,033.37
TOTAL LIABILITIES AND EQUITY			23,033.37

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SALES TAX CAPITAL IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES					
40-31300	1% TOWN SALES TAX	23,026.31	23,026.31	310,000.00	286,973.69	7.4
40-36100	INTEREST EARNED	7.06	7.06	50.00	42.94	14.1
40-39112	TRANSFER FROM GENERAL FUND	.00	.00	55,000.00	55,000.00	.0
	TOTAL FUND REVENUE	23,033.37	23,033.37	365,050.00	342,016.63	6.3

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SALES TAX CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
40-430-05 CIP-NORTH STORM DETENTION	.00	.00	75,000.00	75,000.00	.0
40-430-16 CIP-TOWN HALL DIGITAL SIGN	.00	.00	2,500.00	2,500.00	.0
40-430-18 CIP-NON POT WATER MAIN	.00	.00	160,000.00	160,000.00	.0
40-430-21 CIP-PARK PAVILION BLDG	.00	.00	125,000.00	125,000.00	.0
40-430-22 CIP-ENTRY SIGN IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	372,500.00	372,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	372,500.00	372,500.00	.0
NET REVENUE OVER EXPENDITURES	23,033.37	23,033.37	(7,450.00)	(30,483.37)	309.2

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2024

SALES TAX STREETS

ASSETS

45-10100	CASH IN COMBINED CASH FUND	22,698.01	
	TOTAL ASSETS		22,698.01

LIABILITIES AND EQUITY

LIABILITIES

45-20200	ACCOUNTS PAYABLE	(128.29)	
	TOTAL LIABILITIES		(128.29)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	22,826.30	
	BALANCE - CURRENT DATE	22,826.30	
	TOTAL FUND EQUITY		22,826.30
	TOTAL LIABILITIES AND EQUITY		22,698.01

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SALES TAX STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES					
45-31300	1% TOWN SALES TAX (2022)	23,026.30	23,026.30	310,000.00	286,973.70	7.4
45-36100	INTEREST EARNED	.00	.00	5.00	5.00	.0
45-39111	TRANSFER FROM 1% CIP SALES TAX	.00	.00	304,995.00	304,995.00	.0
	TOTAL FUND REVENUE	23,026.30	23,026.30	615,000.00	591,973.70	3.7

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SALES TAX STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
45-430-10 CIP-MAIN STREET C&G 3RD TO 5TH	.00	.00	10,000.00	10,000.00	.0
45-430-11 CIP-CHAPMAN 3RD TO 4TH	.00	.00	300,000.00	300,000.00	.0
45-430-12 CIP-3RD AVE CHAPMAN TO MAIN ST	.00	.00	250,000.00	250,000.00	.0
45-430-59 CIP ENGINEERING SERVICES	.00	.00	15,000.00	15,000.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	575,000.00	575,000.00	.0
<u>DEPARTMENT 431</u>					
45-431-22 REPAIRS & MAINTENANCE-STREETS	200.00	200.00	50,000.00	49,800.00	.4
45-431-24 SNOW REMOVAL	.00	.00	15,000.00	15,000.00	.0
TOTAL DEPARTMENT 431	200.00	200.00	65,000.00	64,800.00	.3
TOTAL FUND EXPENDITURES	200.00	200.00	640,000.00	639,800.00	.0
NET REVENUE OVER EXPENDITURES	22,826.30	22,826.30	(25,000.00)	(47,826.30)	91.3

TOWN OF WIGGINS
BALANCE SHEET
JANUARY 31, 2024

CONSERVATION TRUST

ASSETS

50-10250	COLOTRUST FUND	.58	
TOTAL ASSETS			.58

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		.58	
BALANCE - CURRENT DATE		.58	
TOTAL FUND EQUITY			.58
TOTAL LIABILITIES AND EQUITY			.58

TOWN OF WIGGINS
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUES					
50-33501 CT - ST PROCEEDS (LOTTERY)	.00	.00	20,000.00	20,000.00	.0
50-36100 INTEREST EARNED	.58	.58	30.00	29.42	1.9
TOTAL FUND REVENUE	.58	.58	20,030.00	20,029.42	.0

TOWN OF WIGGINS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 430</u>					
50-430-17 CAPITAL OUTLAY -BLEACHER SHADE	.00	.00	12,000.00	12,000.00	.0
50-430-18 CAPITAL OUTLAY-SPRY PAD	.00	.00	50,000.00	50,000.00	.0
50-430-19 CAPITAL OUTLAY-K PARK PG SOD	.00	.00	5,000.00	5,000.00	.0
TOTAL DEPARTMENT 430	.00	.00	67,000.00	67,000.00	.0
<u>PARK OPERATIONS</u>					
50-452-60 REPAIRS AND MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
TOTAL PARK OPERATIONS	.00	.00	2,500.00	2,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	69,500.00	69,500.00	.0
NET REVENUE OVER EXPENDITURES	.58	.58	(49,470.00)	(49,470.58)	.0



STAFF SUMMARY

Board of Trustees Meeting February 28, 2024

DATE: February 21, 2024

AGEND ITEM NUMBER: 5

TOPIC: Public Hearing and Consideration of the Final Plat for the North Ridge Minor Subdivision

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

North Ridge Minor Subdivision is owned, and will be developed, by Daniel Harrison of Harrison Homes. The North Ridge Minor Subdivision is located at the top of Corona Avenue. It is situated slightly northeast of the intersection of Corona Avenue and High Street. The North Ridge Minor Subdivision, First Addition was approved by the Board of Trustees in April of 1979. There were no Land Development Code requirements at that time to separate annexation, zoning, and final plat processes. North Ridge Minor Subdivision was approved by the Board of Trustees with the same recorded plat.

The Planning and Zoning Commission held a hearing on February 20, 2023. The plat, plans and drainage plans and reports were reviewed and discussed. With a 2-1 vote, the Planning & Zoning Commission approved a resolution recommending the Final Plat with conditions.

SUMMARY:

The Land Development Code requires minor subdivisions to do one final plat hearing with the



Planning & Zoning Commission and the Board of Trustees. This will be the only hearing the Board of Trustees will have to review and consider the Final Plat application. Alternatively, if the Board of Trustees determine that additional information is needed, they may continue the hearing to a future date. Staff has also worked with Harrison Homes on development criteria to ensure that the development is constructed safely for its current tenants and surrounding neighbors. Staff and Harrison Homes have addressed:

- Subdivision Agreement
- Drainage Reports & Drainage Plans (Incl grading plan & soil reports)
- Site Plan: includes landscaping, setbacks, parking, utilities, street plan, utility plan, etc.
- Utility, County, and School referral letters
- Homeowner's Association Covenants
- Fee in-lieu-of land dedication

A Subdivision Agreement focusing on the installation of water and sewer lines within the North Ridge Subdivision provides assurance the construction will be completed with proper permitting, inspections, testing and other requirements or standards that govern the placement of such infrastructure. A financial guarantee will be provided to the Town once the SA is approved.

FISCAL IMPACT:

Approving this Resolution has no negative impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

Approving this Final Plat application will provide Wiggins community members low-income rental housing.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

- The Board of Trustees may approve the Resolution staff has provided for their consideration.
- The Board of Trustees may approve the Resolution with additional conditions.
- The Board of Trustees may continue the public hearing to the next Board of Trustee meeting and request that staff or the applicant provide additional information to be brought forth.

MOTION FOR APPROVAL:

I make the motion to adopt Resolution 06-2024 – A Resolution Approving the Final Plat for the North Ridge Minor Subdivision.

ACTION REQUIRED:

Motion, Second, Roll-Call, Vote.

(Resolutions require affirmative votes from the majority of Trustees present.)

Final Plat of
NORTH RIDGE MINOR SUBDIVISION

A Replat of Lots 3-8, Block 1, Lots 2-3, Block 2 and a portion of North Ridge Drive of North Ridge Addition to Town of Wiggins,
Situate in the Southwest Quarter of Section 11, Township 3 North, Range 60 West of the 6th P.M.,
Town of Wiggins, County of Morgan, State of Colorado

OWNERSHIP AND DEDICATION

Known by all men by these presents, that the undersigned Harrison Homes LLC, being the owners of the land shown in this Final Plat and described as follows:

Lots 3–8 Block 1, Lots 2–3 Block 2 and portion of the North Ridge Drive Right of way, excepting therefrom that portion of Right of Way Vacated in Reception No. 836482, of The North Ridge Addition to the Town of Wiggins, Colorado as recorded May 4, 1979 in Book 5, Page 63 of the Records of Morgan County, located in the Southwest Quarter (SW1/4) of Section Eleven (11), Township Three North (T.3N.), Range Sixty West (R.60W.) of the Sixth Principal Meridian (6th P.M.), Town of Wiggins, County of Morgan, State of Colorado.

Said described parcel of land contains 2.127 Acres, more or less.

Have laid out, subdivided and platted said land as per drawing hereon contained under the name and style of Final Plat of North Ridge Minor Subdivision, a subdivision of a part of the Town of Wiggins, County of Morgan, State of Colorado, and by these presents does hereby dedicate to the Town of Wiggins the streets and avenues as shown on the accompanying plat for the public use thereof forever and does further dedicate to the use of the Town of Wiggins 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, storm drainage works and lines, water system works and lines, gas service lines, electrical service works and lines, landscaping, curbs, gutters, street pavement, sidewalks, and other utilities and services shall be guaranteed and paid for by the Subdivider or arrangements made by the Subdivider there of which are approved by the Town of Wiggins, Colorado, and such sums shall not be paid by the Town of Wiggins, and that any item so constructed or installed when accepted by the Town of Wiggins shall become the sole property of said Town of Wiggins, Colorado, except private roadway, curbs, gutter and pavement and items owned by municipality franchised utilities, other serving public entities, which when constructed or installed shall remain and/or become the property of such municipality franchised utilities, other serving public entities and shall not become the property of the Town of Wiggins, Colorado.

The portion of land identified as North Ridge Drive/Outlot 3 will be owned and maintained by the Homeowner Association.

OWNER: Harrison Homes LLC

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____ ss)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

by _____ as _____

Witness my hand and official seal. (SEAL)

My commission expires _____

Notary Public

TOWN APPROVAL BLOCK

This is to certify that the Final Plat of North Ridge Minor Subdivision was approved on this

day of _____, 2024 by Resolution No. _____ and that the Mayor of the Town of Wiggins on behalf of the Town of Wiggins, hereby acknowledges said Plat upon which this certificate is endorsed for all purposes indicated thereon.

Mayor ATTEST: _____
Town Clerk

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF MORGAN)

I hereby certify that this instrument was filed in my office at _____ o'clock ____M.,

this _____ day of _____, 20____, and is duly recorded in Plat File _____.

Recorder Deputy

SURVEYOR'S CERTIFICATE

I, Paul B. Groves, a Licensed Professional Land Survey in the State of Colorado, do hereby state that I prepared this plat from an actual and accurate survey of this land, including all existing right-of-way easements, and that the corner monuments shown thereon were properly placed under my supervision, in accordance with the regulations of the State of Colorado.

PRELIMINARY

Paul B. Groves – On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

LAND USE TABLE

LOTS (6)	1.261 ACRES	58%
OUTLOTS (2)	0.353 ACRES	17%
TRACT 1	0.513 ACRES	25%
TOTAL	2.127 ACRES	100.0%

PARCEL	DESCRIPTION	OWNED & MAINTAINED BY
OUTLOT 1	DRAINAGE & UTILITY EASEMENT	HOMEOWNERS ASSOCIATION
OUTLOT 2	ACCESS & UTILITY EASEMENT	HOMEOWNERS ASSOCIATION
OUTLOT 3	"NORTH RIDGE DRIVE"	HOMEOWNERS ASSOCIATION
	ACCESS, DRAINAGE & UTILITY EASEMENT	
LOTS 1–6	FUTURE DEVELOPMENT	HARRISON HOMES LLC

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southwest Quarter of Section 11, T.3N., R.60W., as bearing South 88°42'46" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2613.57 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13–80–105 C.R.S. 2012)

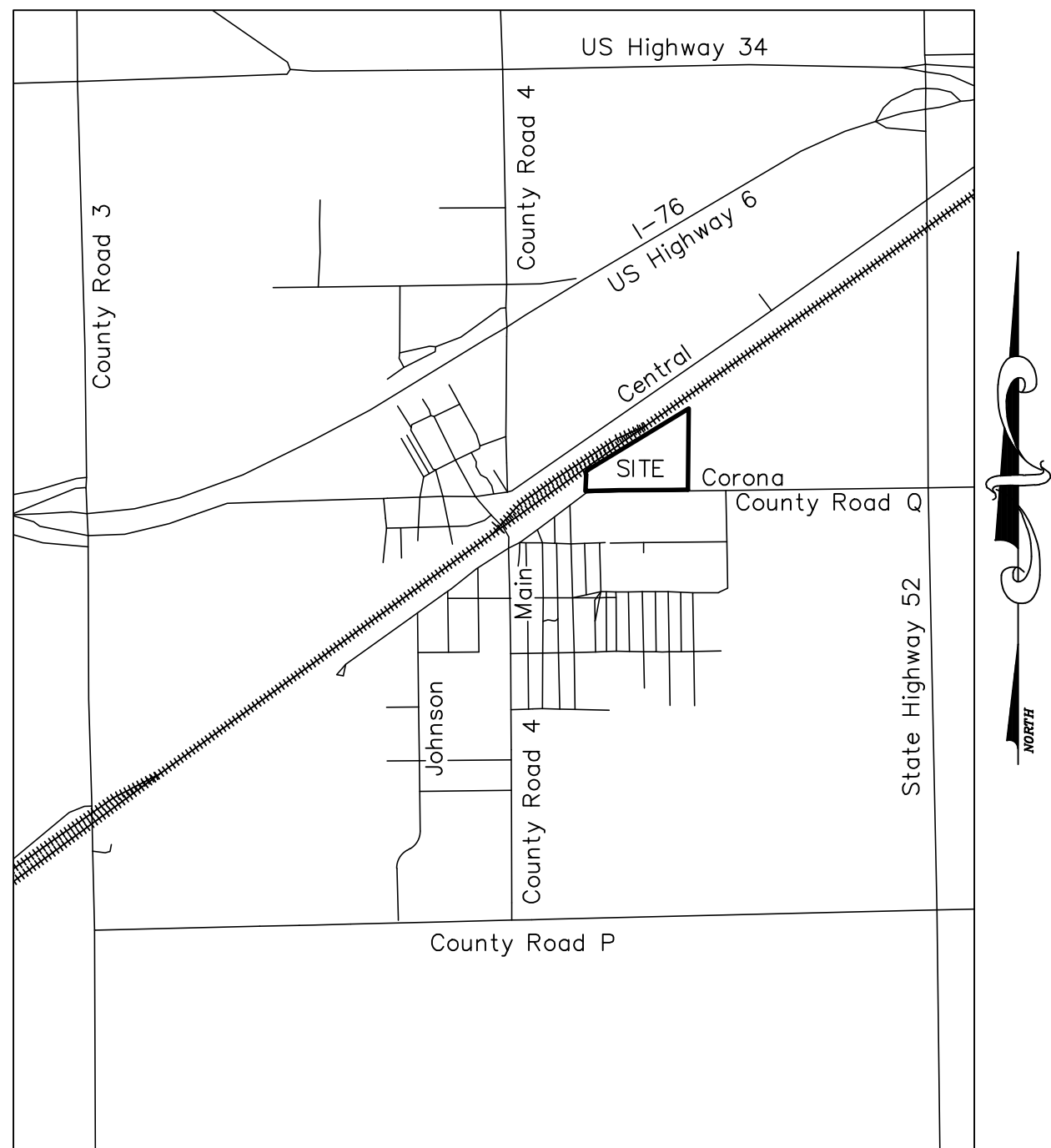
TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 00057196–003–T03–S8, dated January 29, 2024 as prepared by Equity Title of Colorado to delineate the aforesaid information.

FLOOD PLAIN NOTE

The subject property is in flood zone "X", "areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood" per FEMA flood map number 08087C0552D effective date April 4, 2018.

The subject property area is protected from the one percent annual chance (100–year) flood by levees, dike, other structure subject to possible failure or overtopping during larger floods.



VICINITY MAP
SCALE: 1"=2000'

DATE:	12/21/2023
FILE NAME:	20230604SUB
SCALE:	1"=80'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



REVISIONS:	DATE:
CITY COMMENTS	01/22/24
REVISED PER COMMENTS	CSK 2/7/24

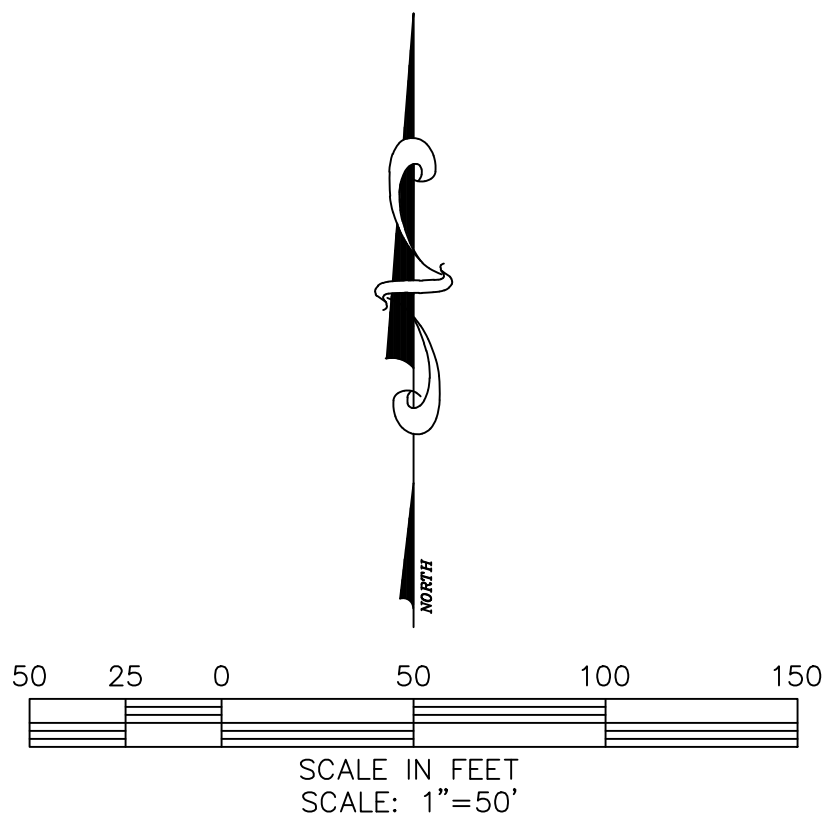
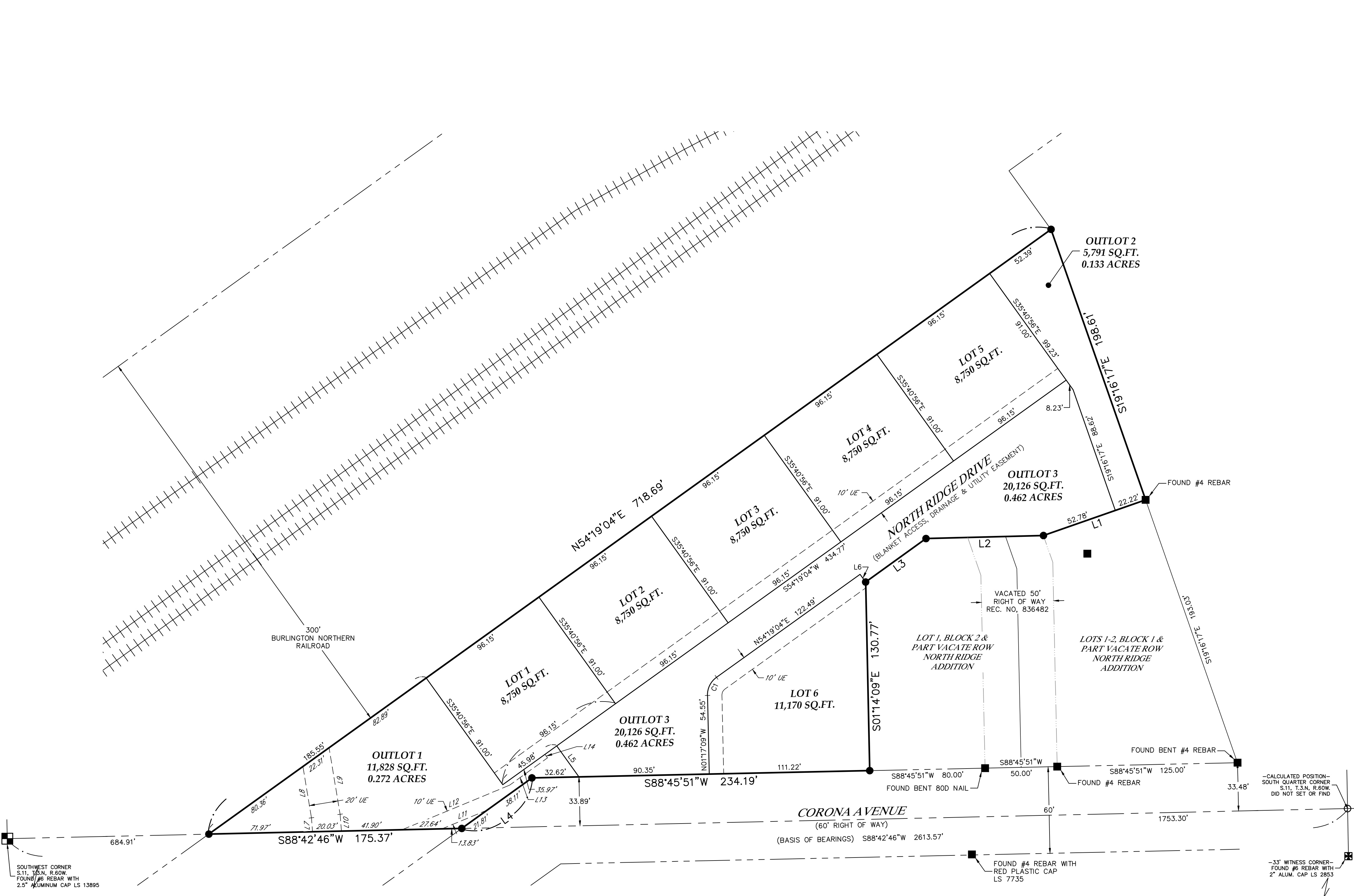
NORTH RIDGE MINOR SUBDIVISION
FOR
HARRISON HOMES LLC
33 STAGECOACH LANE
FORT MORGAN, CO 80701

PROJECT #:
20230604

1
SHEET 1 OF 2

Final Plat of
NORTH RIDGE MINOR SUBDIVISION

A Replat of Lots 3-8, Block 1, Lots 2-3, Block 2 and a portion of North Ridge Drive of North Ridge Addition to Town of Wiggins,
Situate in the Southwest Quarter of Section 11, Township 3 North, Range 60 West of the 6th P.M.,
Town of Wiggins, County of Morgan, State of Colorado



LEGEND	
---	EASEMENT LINE
---	CENTERLINE
---	SECTION LINE
---	RIGHT OF WAY LINE
---	BOUNDARY LINE
■	FOUND ALIQUOT CORNER AS DESCRIBED
●	SET ALIQUOT CORNER AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
●	SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED KS, LS 38209
○	CALCULATED POSITION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°43'43"W	75.00'
L2	S88°31'36"W	81.45'
L3	S54°14'16"W	51.55'
L4	S54°14'16"W	59.93'
L5	S35°40'56"E	26.43'
L6	S35°40'56"E	6.61'
L7	N04°40'08"W	9.72'
L8	N09°23'42"W	36.05'
L9	S09°23'42"E	46.75'
L10	S04°40'08"E	11.73'
L11	N67°30'00"E	34.12'
L12	N67°30'00"E	80.80'
L13	N54°11'31"E	32.36'
L14	N35°40'56"W	3.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	14.56'	15.00'	55°36'13"	13.99'	S26°30'57"W

SURVEY NOTES

- Outlot 1 is to consist of blanket Access, Utility and Drainage easement. The parcel is to be owned and maintained by the Home Owners Association (HOA).
- Outlot 2 is to consist of a blanket Utility and Drainage easement. The parcel is to be owned and maintained by the HOA.
- Outlot 3 is to be designated as North Ridge Drive. The roadway is to consist of a blanket Access and Utility easement. The parcel is to be owned and maintained by the HOA.

PRELIMINARY

Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #36209

DATE:	12/21/2023
FILE NAME:	20230604SUB
SCALE:	1"=80'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:	01/22/24
CITY COMMENTS:	CSK 2/7/24
REVISED PER COMMENTS:	

NORTH RIDGE MINOR SUBDIVISION
FOR
HARRISON HOMES LLC
33 STAGECOACH LANE
FORT MORGAN, CO 80701

PROJECT #:
20230604



MINUTES OF MEETING

TOWN OF WIGGINS PLANNING & ZONING COMMISSION MEETING

February 20, 2024 at 7:00 p.m.

CALL TO ORDER & ROLL CALL

A regular meeting of the Planning & Zoning Commission for the Town of Wiggins, Colorado was held on Tuesday, January 20, 2024 in person. Chairman Pro-Tem Stan Baumgartner called the meeting to order at 7:07 p.m. The following Commissioners answered roll call: Chairman Pro-Tem Stan Baumgartner, Members: Dan Ronning, and Jim Musgrave. Chairman Jeff Palmer and Member Jerry Avey were absent. Staff present: Planning & Zoning Administrator, Hope Becker.

APPROVAL OF AGENDA

Motion was made by Commissioner Musgrave to approve the agenda as written. Second was made by Commissioner Ronning. Roll Call: Unanimously approved.

APPROVAL OF MINUTES FROM JANUARY 9, 2024

Motion was made by Commissioner Musgrave to approve the minutes from January 9, 2024. Second was made by Commissioner Ronning. Roll Call: Unanimously approved.

PUBLIC HEARING – CONSIDERATION OF P & Z RESOLUTION 02-2024

Staff reported to the Planning and Zoning Commission that the applicant had provided documentation, drawings, and plans that satisfied Wiggins Land Development, Code and all other ordinances and regulations with a few exceptions that Harrison Homes have agreed to complete prior to the submission of a grading/ROW application. Hope went over the conditions of the resolution up for consideration which included: the acquisition of additional land from the neighboring lot to meet minimum requirements for the development's retention pond B, a fee-in-lieu of public land dedication, CDOT approval that the potential in increase traffic to Highway 6 (aka Central Avenue) and Main Street would not be effected, an approved Subdivision Agreement by the Board of Trustees, and recording the homeowner's' association covenants with the Morgan County Clerk and Recorder.

Staff introduced Daniel Harrison, owner of North Ridge Minor Subdivision, to the Planning and Zoning Commission. Mr. Harrison proceeded to answer questions from the Planning & Zoning Commissioners regarding the stormwater plan and the retention ponds, the fire standards throughout the development, and the entrance to the subdivision and the concern of high traffic and low visibility. Mr. Harrison indicated that Harrison Homes was negotiating a potential easement agreement with the Ruyle Family to obtain access to the 1/10th of an acre they needed to meet their minimum requirement. Mr. Harrison also stated that they had made



their driveway access a bit wider to accommodate emergency vehicles. They are also making plans to add exterior light fixtures on the front and rears of each building to assist emergency personnel with locating each building's unit numbers. Mr. Harrison also explained to the board that the entrance into the subdivision is planned to be wider than most entrances and is set back a bit to allow residents a better line of site on traffic.


Motion was made by Commissioner Ronning approve the resolution recommending approval of a final plat for the North Ridge Minor Subdivision. Second was made by Commissioner Musgrave. Roll Call: Commissioner Ronning, yes; Commissioner Baumgartner, yes; Commissioner Musgrave, no. Motion passes.

ADJOURNMENT

Chairman Pro Tem Baumgartner asked if any of the other Planning and Zoning Commissioners had any other topics to discuss. Member Dan Ronning formally announced that he would be resigning from the Planning and Zoning Commission effective immediately due to moving out of state.

Chairman Pro Tem Baumgartner upon receiving no further comments or concerns from the Commissioners, adjourned the meeting at 7:47pm.

Respectfully submitted:


Nichole Sieber, Town Clerk





STAFF REPORT

Planning and Zoning Commission February 20, 2024

DATE: February 16, 2024

AGENDA ITEM NUMBER: 3

TOPIC: Consideration of a Final Plat for the North Ridge Minor Subdivision

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

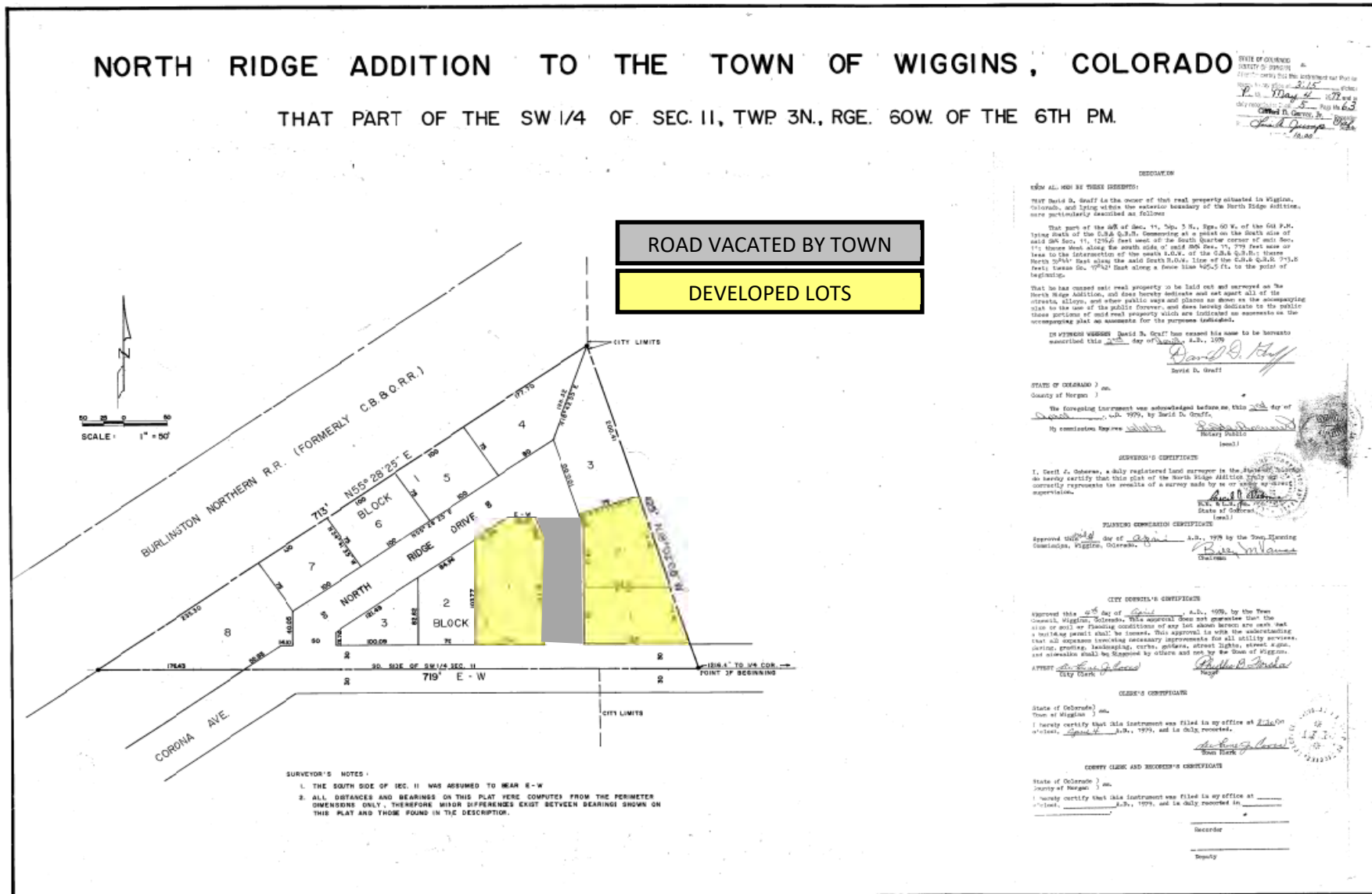
The North Ridge Minor Subdivision is located at the top of Corona Avenue. It is situated slightly northeast of the intersection of Corona Avenue and High Street. (Figure A) The North Ridge Minor Subdivision, First Addition was approved by the Town Planning and Zoning Commission and the Board of Trustees in April of 1979. It was originally made up of 11 lots. (See Figure B) There was no Land Development Code requirements at that time to do separate annexation, zoning, and final plat approvals. North Ridge Minor Subdivision was annexed and the Final Plat approved with the recorded plat as shown in Figure B.

Per the land owners request, the Board of Trustees approved an ordinance in 2006 to vacate the eastern portion of North Ridge Drive. One home was eventually developed on lots 1, block 2 and a multi-family building was built on lots 1 & 2, block 1 with the vacated portion of North Ridge Drive serving as the driveway for these lots. Although the minor subdivision was approved in 1979 and changes approved in 2006, the other lots remained vacant. (See highlighted sections of Figure B)



FIGURE A

FIGURE B



Current Application:

Daniel Harrison, of Harrison Homes, has submitted an application for a Final Plat (Figure C) to further develop North Ridge Minor Subdivision. Mr. Harrison's Development Site Plan and Final Plat depicts eight new lots that will allow for the construction of six (6) 4-plex townhomes and two outlot retention ponds to service the minor subdivision's stormwater needs.

Mr. Harrison and his team have worked with Town Staff to ensure that all development and final plat criteria will be met prior to the submission of their grading/ROW application. The development and final plat criteria include:

- A Land Development Application submitted with applicable fees and a cost share agreement.
- Submission of a Title Commitment.
- The Final Plat with utility easements identified, ownership and dedication of North Ridge Drive identified, and lot lines were moved.
- A Drainage Plan (included in Figure D of Site Development Plan) & Drainage Report (Figure E) reviewed by the Town Engineer. Outlots A & B at each end of the development are designed to capture the subdivision's stormwater. Outlot B is currently too small to handle the projected stormwater flows; therefore, the developer will need to seek alternatives to meet the minimum standards.
- A Site Development Plan (See Figure E) that identifies the site layout plan, street layout, parking plan, landscaping plan, grading plan and utility plan was submitted and reviewed. Staff worked with Harrison Homes to determine that all items on the Site Development Plan were in compliance with the Land Development Code.
- Referral Letters were sent out to all utility companies, Wiggins School District, CDOT, Town of Wiggins Public Works & Police Department, and the Wiggins Rural Fire District.
- A Subdivision Agreement is in progress. The Subdivision Agreement addresses installation, ownership, and maintenance of public and private improvements such as the water/sewer infrastructure after installation, stormwater management, streets, other utilities, and fees in lieu of land dedication. Once approved by the Board of Trustees, the Subdivision Agreement is recorded with the Morgan County Clerk and Recorder.
- A Homeowner's Association has been established and Staff has been presented a Certificate of Good Standing from the Colorado Secretary of State for the homeowner's association. (FIGURE F)

Staff Analysis

COMPREHENSIVE PLAN:

The 1991 Wiggins Comprehensive Plan supports the development of vacant (infill) lots in Wiggins. Although the 1991 Wiggins Comprehensive Plan shows the area as Single-Family Residential, the Town's 2003 Zoning map shows the area as R2-Multi-Family Zone District. The Comprehensive Plan is a living document that grows and changes with the community as it develops to help preserve and enhance the qualities and characteristics that make Wiggins a desirable place to live. Infill development is encouraged. The Comprehensive Plan describes

single-family residential gross densities as up to seven dwelling units per acre. It describes multi-family residential at gross densities of 8 to 20 dwelling units per acre.

LAND DEVELOPMENT CODE (LDC):

The final plat shows a change in the lot size compared to the original subdivision plat. By changing the lot sizes, the North Ridge Minor Subdivision lots meet the LDC's minimum development requirements such as lot sizes, structural use, and setback requirements. The final plat will also act as an instrument for the Board of Trustees to consider vacating North Ridge Drive. North Ridge Drive will become privately owned and will become the HOA's responsibility to maintain. The plat identifies the various utility easements, land ownerships and dedications.

The Land Development Code requires minor subdivisions follow the final plat application process. This is the only time the Planning and Zoning Commission will review and recommend the final plat for North Ridge Minor Subdivision, provided the Planning & Zoning Commission agrees that the applicant has met all the requirements for approval.

SUMMARY:

The Land Development Code provides Town staff and the Planning and Zoning Commission guidance to evaluate that all items required for plat approval have been met. The Planning and Zoning Commission will review the proposed final plat and make recommendations to the Board of Trustees. They may identify potential problems which must be resolved with a continuation of the Planning and Zoning Commission hearing, they may approve the resolution as written, or they may approve the resolution with additional amendments or conditions of approval.

Harrison Homes has submitted and met most of their application requirements for the Planning and Zoning hearing. The following are items that remain incomplete or are in the final stages of being completed. Staff recommends that the remaining items are added as conditions of the resolution being proposed for approval.

- The Town Engineer has determined that Outlot B, situated in the northeast section of the minor subdivision, does not meet the required minimum standards to handle the area's stormwater needs. The development's utility plan and drainage report are conditionally approved by the Town Engineer pending the acquisition of land for a detention pond as an addition to Outlot B via an easement, purchase, or other perpetual agreement. Staff suggests that Harrison Homes be required to submit a recorded easement or deed of purchase for the Outlot B addition prior to the submission of a grading/ROW application.
- CDOT responded with concerns regarding the potential rise in traffic that may affect the intersection of Main Street and Central Avenue due to the increase of residents. Harrison Homes is currently working with CDOT to determine if changes to Main Street and Central Avenue intersection will be necessary due to the increase in traffic. They have completed and submitted a traffic count study to CDOT and are awaiting CDOT's response. If CDOT determines that the development of the minor subdivision will

increase traffic at Hwy 6 and Main Street by 20% then, Harrison Homes will be required to work with CDOT and the Town to make the appropriate changes to the intersection. If CDOT determines that traffic will not be increased by 20%, then a baseline permit will be provided by CDOT to memorialize what the traffic conditions were before this development as a benchmark for future development. Staff suggests that Harrison Homes present CDOT's decision to the Town; that plans are amended if required and submitted to the Town Manager for approval prior to the submission of a grading/ROW application.

- A Subdivision Agreement (SA) is required by the LDC for subdivisions. It is reviewed and approved by the Board of Trustees. The Town has been working with Harrison Homes and drafted a SA. Although the SA is not required to be reviewed and approved by the Planning and Zoning Commission, Staff has included its approval by the Board of Trustees as a condition of the Planning and Zoning Commission's approval of the final plat. Staff suggests that the final submission of the SA be completed and approved by the Board of Trustees prior to the submission of a grading/ROW application.
- The LDC requires minor subdivisions provide land dedication or a fee-in-lieu of land dedication payment to the Town. These funds are required to be strictly used for park acquisition. Staff suggests that Harrison Homes provide the fee-in-lieu of land dedication prior to recording the Final Plat with Morgan County Clerk and Recorder and prior to the submission of a grading/ROW application.
- Homeowner Association (HOA) covenants are a LDC requirement for minor subdivisions. Staff suggests that Harrison Homes be required to submit their HOA covenants in final form and are recorded with the Morgan County Clerk and Recorder prior to the submission of a grading/ROW application.

OPTIONS AVAILABLE TO THE PLANNING & ZONING COMMISSION:

The Planning and Zoning Commission can approve the resolution as presented, modify the resolution, or elect not to adopt the resolution.

MOTION FOR APPROVAL:

I make the motion to adopt P&Z Resolution 02-2024 – A Resolution Approving Final Plat for the North Ridge Minor Subdivision.

MOTION FOR APPROVAL:

Motion, Seconded, Roll-Call Vote.

(Resolutions require affirmative votes from the majority of the Planning Commissioners present)

FIGURE C



Town of Wiggins
Planning & Zoning Department
 304 E Central Avenue * Wiggins, CO 80654
 Phone: (970) 483-6161 * Fax: (970) 483-7364
<http://townofwiggins.colorado.gov>

LAND USE APPLICATION

Please fill form out completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME: NORTH RIDGE MINERAL SUBDIVISION		
FILE NO: N/A	DATE SUBMITTED: 5/25/2023	FEES PAID: \$2500.00 10-134220

Project Name: North Ridge Addition

Project Physical Address (if applicable): East Corona Ave

Project Description:

This project will include a paved road with a circle for turn around and six fourplex buildings. Lots 3, 4, 5, 6, 7 and 8 in Block 1 AND Lots 2 and 3 in Block 2 of NORTH RIDGE ADDITION TO THE TOWN OF WIGGINS, COLORADO.

Legal Description: (Attach legal description if Metes & Bounds)

Subdivision Name: (If applicable) North Ridge Addition

Filing No. _____ **Lot No.** --- **Block No.** 1 & 2 **Section** _____ **Township** _____ **Range** _____

PROPERTY OWNER (Attach separate sheets if multiple)	AUTHORIZED REPRESENTATIVE
Name/Company: Harrison Homes	Company/Firm: Harrison Homes
Contact Person: Daniel Harrison	Contact Person: Tanya Johnson
Address: PO Box 971	Address: PO Box 971
City/State/Zip: 80701	City/State/Zip: Fort Morgan, CO. 80701
Phone: 9703805767	Phone: 970-380-5767
Email: harrisonsdhomes@gmail.com	Email: harrisonsdhomes.tanya@gmail.com
MINERAL RIGHTS OWNER (Attach separate sheets if multiple)	MINERAL LEASE OWNER (Attach separate sheets if multiple)
Name/Company: Harrison Homes	Name/Company: NA
Address: PO Box 971	Address:
City/State/Zip: Fort Morgan, CO. 80701	City/State/Zip:
LAND-USE & SUMMARY INFORMATION	
Present Zoning: R2	Gross Site Density (du/ac):
Proposed Zoning: NA	# Lots/Units Proposed: 24 Apartments
Gross Acreage:	

SERVICE PROVIDERS	
Electric: <u>REA</u>	Gas: <u>NA</u>
Special District:	Fire District: <u>Wiggins</u>
Water: (If other than Town)	Sewer: (If other than Town)

DEVELOPMENT REVIEW FEES					
ANNEXATION		VARIANCE		VACATION	
<input type="checkbox"/> Annexation	\$3,500.00	<input type="checkbox"/> Residential	\$250.00	<input type="checkbox"/> Vacation of	\$ 1,000.00
<input type="checkbox"/> Disconnection	\$500.00	<input type="checkbox"/> Commercial	\$350.00		

REZONING / SPECIAL REVIEW		SITE SPECIFIC (COMMERCIAL)	
<input type="checkbox"/> Rezoning	\$3,500.00	<input type="checkbox"/> Commercial Infill Final Dev Plan	\$3,500.00
<input type="checkbox"/> Special Use Review	\$250.00		
<input type="checkbox"/> Conditional Use Review	\$250.00		

BOUNDARY LINE / LOT MERGERS	
<input type="checkbox"/> Boundary Line Adj / Lot Merger	\$350.00

MINOR SUBDIVISION		MAJOR SUBDIVISION	
<input checked="" type="checkbox"/> Minor Subdivision	\$ 2,500.00	<input type="checkbox"/> Preliminary Development Plan	\$3,500.00
<input type="checkbox"/> Sketch Plan Review	\$ 1,000.00	<input type="checkbox"/> Final Development Plan (Res)	\$3,000.00
<input type="checkbox"/> Final Plat Review (Residential)	\$ 3,000.00	<input type="checkbox"/> Final Development Plan (Comm)	\$4,000.00
<input type="checkbox"/> Final Plat Review (Commercial)	\$ 4,000.00		

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understands that the application must be found to be complete by the Town of Wiggins before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Wiggins. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Property Owner Signature: Daniel Harrison Date: 05-22-2023

Property Owner Signature: Caitlin Johnson Date: 05-22-2023

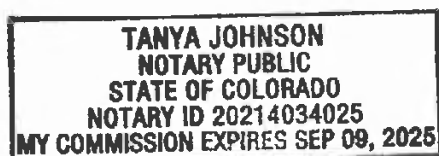
STATE OF COLORADO)
) ss.
County of Morgan)

The foregoing instrument was acknowledged before me this 22nd day of May, 2023.

By Tanya Jonnson

My commission expires: 09-09-2025

Witness my hand and official seal.



Tanya Johnson
Notary Public



EQUITY TITLE OF COLORADO

520 Sherman Street
Fort Morgan, CO 80701
Phone: (970) 867-0515 • Fax: (970) 867-2246

Date: February 5, 2024

Our File Number: 00057196 SB

C-2 – Updated effective date

Re: Harrison Homes LLC / TBD

Property Address: Vacant Lots Wiggins, CO 80654

Escrow Officer: Title Only

Title Officer: Shelly Butt

(303) 563-4655

shellyb@equitycol.com

[Delivery List]

Seller:

Harrison Homes LLC
Email: harrisondhomes@gmail.com

SENT VIA EMAIL

Buyer:

TBD

Copy to:

Harrison Homes LLC
Attn: Tanya Johnson
Email: harrisondhomes.tanya@gmail.com

SENT VIA EMAIL

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY

Stewart Title Guaranty Company - II

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company - II, a Texas (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chairman of the Board

STEWART TITLE
GUARANTY COMPANY



President

Authorized Signature

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



0054

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under state statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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8. PROFORMA POLICY

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. This Commitment Condition does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY - II

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company - II, P.O. Box 2029, Houston, Texas 77252-2029.

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ASSOCIATION



0057

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Equity Title Associates II, LLC
 Issuing Office: 520 Sherman Street, , Fort Morgan, CO 80701
 ALTA® Universal ID: None
 Loan ID Number:
 Issuing Office File Number: 00057196-003-TO3-SB
 Property Address: Vacant Lots, Wiggins, CO 80654

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Effective Date: **January 29, 2024**
2. Policy to be issued:
 - (a) **None**

Proposed Insured: **[TBD]**
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured: **[FEE SIMPLE]**
 - (b) **None**

Proposed Insured: **, its successors and/or assigns, as their interests may appear**
 Proposed Amount of Insurance: **\$0.00**
 The estate or interest to be insured: **[FEE SIMPLE]**
 - (c) **None**

Proposed Insured: **[]**
 Proposed Amount of Insurance:
 The estate or interest to be insured: **[]**
3. The estate or interest in the Land at the Commitment Date is:
[FEE SIMPLE]
4. The Title is, at the Commitment Date, vested in:
[\[Harrison Homes LLC\]](#)
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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TITLE PREMIUMS

TBD Commitment Fee	\$	[300.00]
TOTAL	\$	\$ 300.00

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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EXHIBIT A LEGAL DESCRIPTION

Lots 3, 4, 5, 6, 7 and 8 in Block 1 **AND** Lots 2 and 3 in Block 2 of NORTH RIDGE ADDITION TO THE TOWN OF WIGGINS, COLORADO, according to the recorded plat thereof;
County of Morgan, State of Colorado.

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010-UN ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

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0060

SCHEDULE B – PART I REQUIREMENTS

All of the following Requirements must be met:

- A. ~~The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.~~
- B. ~~Pay the agreed amount for the estate or interest to be insured.~~
- C. ~~Pay the premiums, fees, and charges for the Policy to the Company.~~
- D. ~~Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.~~

i. ~~[]~~

ii. ~~[]~~

~~{=clause=}~~

- E. ~~Receipt by the Company of a satisfactory Final Affidavit, executed by Harrison Homes LLC.~~
- F. ~~Receipt by the Company of a satisfactory Final Affidavit, executed by TBD.~~
- G. ~~Payment of all taxes and assessments now due and payable.~~

END OF SCHEDULE B – Part I

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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SCHEDULE B – PART II

EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Upon receipt of [a satisfactory survey and] [final affidavits], as shown in Schedule B - Section 1, Exceptions 1 through 4 will not appear on the Lender's Policy (if any) to be issued hereunder.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date of which all of the Schedule B, Part I - Requirements are met.

NOTE: Provided Equity Title Associates II, LLC conducts the closing of this transaction, Exception 5 will be deleted.

6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2022 and subsequent years, a lien, not yet due or payable."

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Right of way for ditches and canals constructed by the authority of the United States, as reserved in United States Patent dated December 11, 1913, as Patent No. [370836](#).
9. Terms and conditions as set forth in the Order, recorded May 6, 1907, as Reception No. [25157](#).
10. Terms and conditions as set forth in the Instrument, recorded March 28, 1978, as Reception No. [620748](#).
11. Terms and conditions as set forth in the Ordinance, recorded July 10, 2006, as Reception No. [836482](#).

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

12. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of North Ridge Addition, recorded May 4, 1979, in Book 5 at Page 63, as Reception No. [1400252](#).
13. The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
- a.) Mountain Bell Telephone Company recorded October 2, 1981, in [Book 821 at Page 502](#).
 - b.) Public Service Company of Colorado recorded October 2, 1981, in [Book 821 at Page 514](#).
 - Amendment recorded March 23, 1983, in [Book 840 at Page 431](#).
 - c.) Morgan County REA, recorded January 22, 1982, in [Book 825 at Page 656](#).
 - d.) Wiggins Telephone Association, recorded October 9, 1992, in [Book 947 at Page 824](#).

END OF SCHEDULE B – PART II

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 5

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AMERICAN
LAND TITLE
ASSOCIATION



0063

DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Equity Title Associates II, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

Orange Coast Title Family of Companies
PRIVACY POLICY

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Your California Rights (see attachments) or you may visit our website at

<https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. *Only applies to CA residents*

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website and provide the ability to opt out (as required by law) before the new policy becomes effective.

If you have any questions or comments regarding our Privacy Policy you may contact us at our toll free number (866) 241-7373 or email us at dataprivacy@octitle.com.

Privacy Policy Last Revision 12/26/2019

Effective on 1/1/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the personal information we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete your information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your personal information based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected

The categories of personal information we have collected include, but may not be limited to:

- | | | |
|--|--|------------------------------------|
| • real name | • protected characteristics under federal or state law | • state identification card number |
| • signature | • address | • IP address |
| • alias | • telephone number | • policy number |
| • SSN | • passport number | • file number |
| • physical characteristics or description, including | • driver's license number | • employment history |
| | | • bank account number |

- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources

Categories of sources from which we've collected personal information include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected personal information include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared personal information include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the personal information of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- | | | |
|---|------------------------------------|--|
| • real name | • address | • credit card number |
| • Signature | • telephone number | • debit card number |
| • Alias | • passport number | • financial account numbers |
| • SSN | • driver's license number | • commercial information |
| • physical characteristics or description, including protected characteristics under federal or state law | • state identification card number | • professional or employment information |
| | • IP address | |
| | • policy number | |
| | • file number | |
| | • employment history | |
| | • bank account number | |

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866)
241-7373
Email Us at dataprivacy@octitle.com

Revised on 1/24/2020 / Effective on
1/1/2020

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company - II and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. We do not control their subsequent use of information, and suggest you refer to their privacy notices.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company - II, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED
HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

SITE PLAN

NORTHBRIDGE ESTATES

NORTH RIDGE DRIVE
TOWN OF WIGGINS,
MORGAN COUNTY, COLORADO

PROJECT TEAM

OWNER

HARRISON HOMES
33 STAGECOACH LANE
FORT MORGAN, CO 80701
PHONE: 970-779-0466
CONTACT: DANIEL HARRISON

ENGINEER

CIVILWORX, LLC
4025 AUTOMATION WAY, STE B2
FORT COLLINS, CO 80525
Office: 970-698-6046
CONTACT: JUSTIN BECKNER
JUSTIN.BECKNER@CIVILWORXENG.COM

SURVEYOR

LAT40°, INC.
PROFESSIONAL LAND SURVEYORS
6250 W. 10TH STREET, UNIT 2
GREELEY, COLORADO 80634
PHONE: (970) 515-5294
CONTACT:

UTILITY PROVIDERS

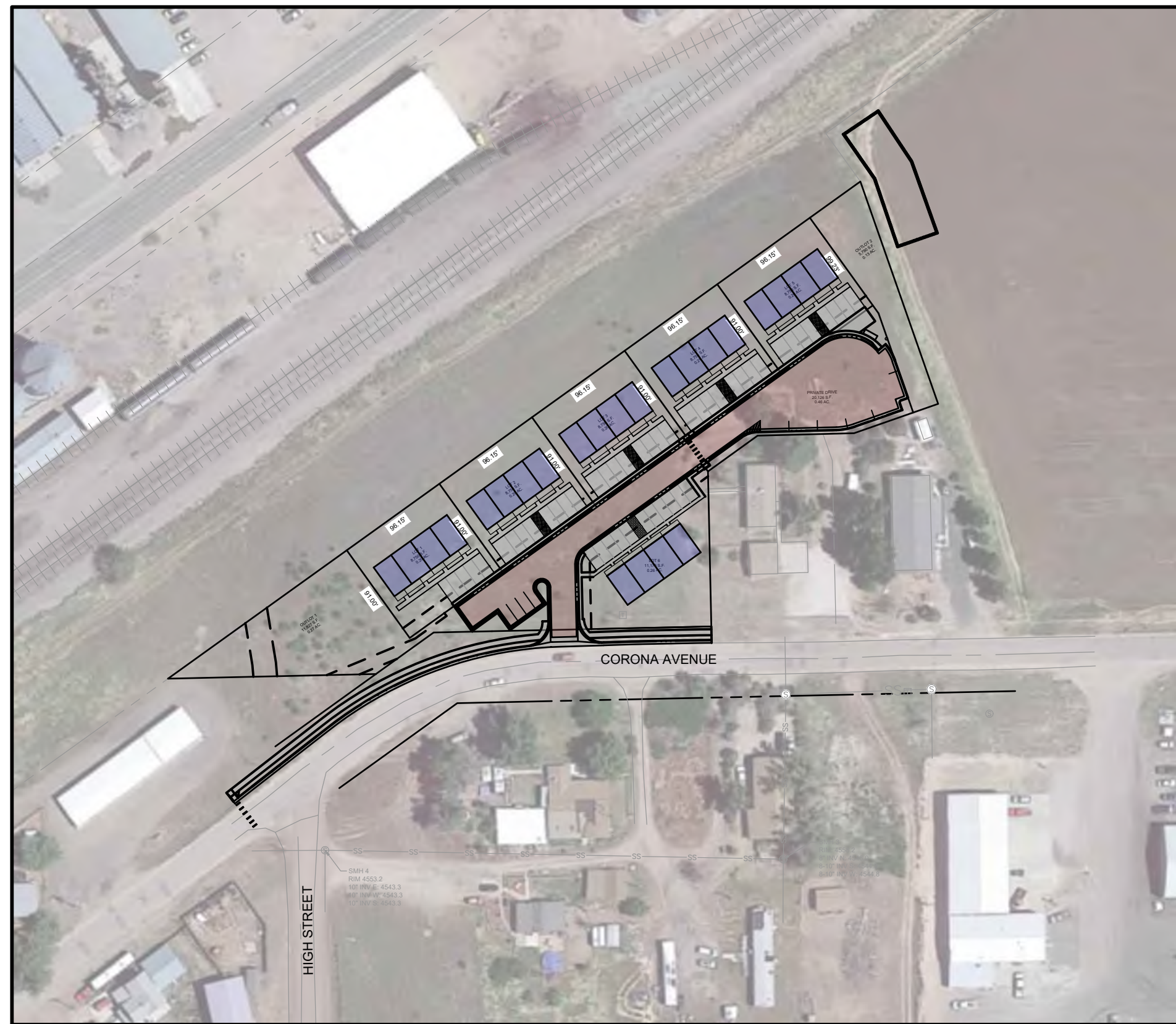
UTILITY	PROVIDER	CONTACT	PHONE
Sewer & Water	Town of Wiggins	Beau Warden	(970) 483-6161
Power	Morgan County Rural Electric		(970) 867-5688
Natural Gas	Xcel Energy		(970) 938-2285
Telecom/Cable	Wiggins Telephone Association		(970) 483-7343

Note: All utility providers listed hereon is provided as a courtesy. It is the responsibility of the recipient to verify the accuracy and completeness of the information shown.

PROJECT COORDINATES

PROJECT HORIZONTAL DATUM:
COLORADO STATE PLAN COORDINATES NAD 83 DATUM. HORIZONTAL CONTROL BASED
UPON THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 3.NORTH, R.60 WEST.

NOTE:
1. ALL PROJECT CONTROL LISTED HEREON IS PROVIDED AS A COURTESY. IT IS THE
RESPONSIBILITY OF THE RECIPIENT TO VERIFY THE ACCURACY OF THE
COORDINATES AND ELEVATIONS SHOWN PRIOR TO USING THEM FOR ANY
PURPOSES.



VICINITY MAP

SCALE: 1" = 100'

SHEET INDEX	
CV01	COVER SHEET
SP01	SITE PLAN
LS01	LANDSCAPE PLAN
UT01	UTILITY PLAN
GR01	GRADING AND DRAINAGE PLAN
SS01	SANITARY SEWER PLAN & PROFILE
WT01	WATER MAIN PLAN & PROFILE
WT02	WATER MAIN PLAN & PROFILE
SD01	STORM DRAIN PLAN & PROFILE

NOTE:

WATER AND SEWER INFRASTRUCTURE
SHALL BE DESIGNED AND INSTALLED
TO CITY OF GREELEY WATER AND SEWER
STANDARDS

TOWN APPROVAL BLOCK

This is to certify that the Construction Plans for Park View
Condominiums were approved on this

_____ day of _____, 2018.

Town Administrator _____

ATTEST: _____
Town Clerk



CALL BEFORE YOU DIG
ONE-CALL OF
WYOMING
1-800-849-2476
OR
811
UTILITY NOTIFICATION CENTER OF WYOMING

4025 Automation Way
Suite B2
Fort Collins, CO 80525
(970) 698-6046
CivilWorxeng.com

NO	BY	DATE	REVISIONS

CAUTION
The engineer preparing these plans will not be responsible
for, or liable for, unauthorized changes to or uses of these
plans. All changes to the plans must be in writing and
must be approved by the preparer of these plans.

NORTH RIDGE ESTATES
COVER SHEET

DATE SUBMITTED: 11/14/2023

PREPARED FOR: HARRISON HOMES

SITE PLAN

SHEET NUMBER

CV01

1 OF 9 SHEETS

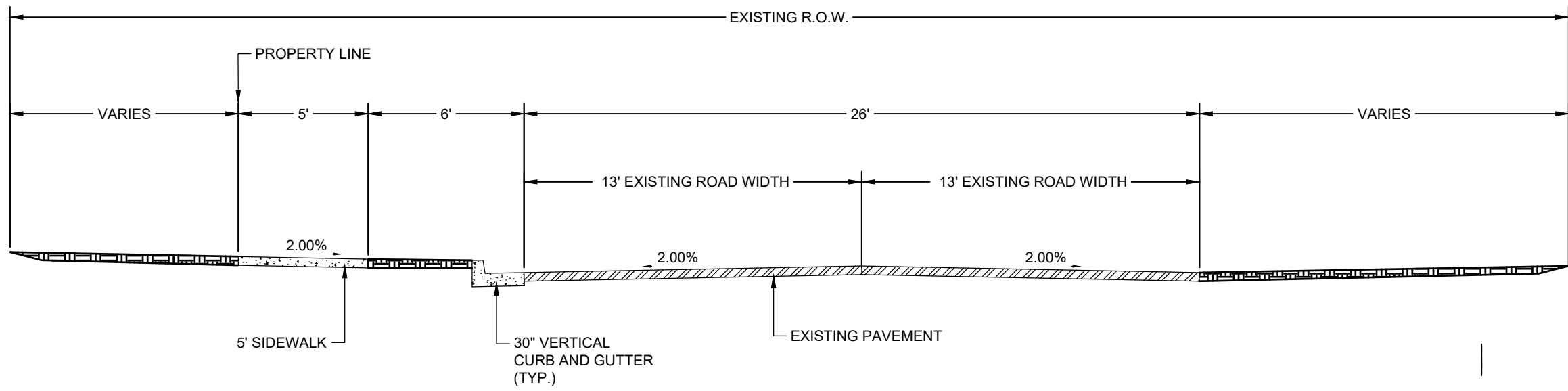
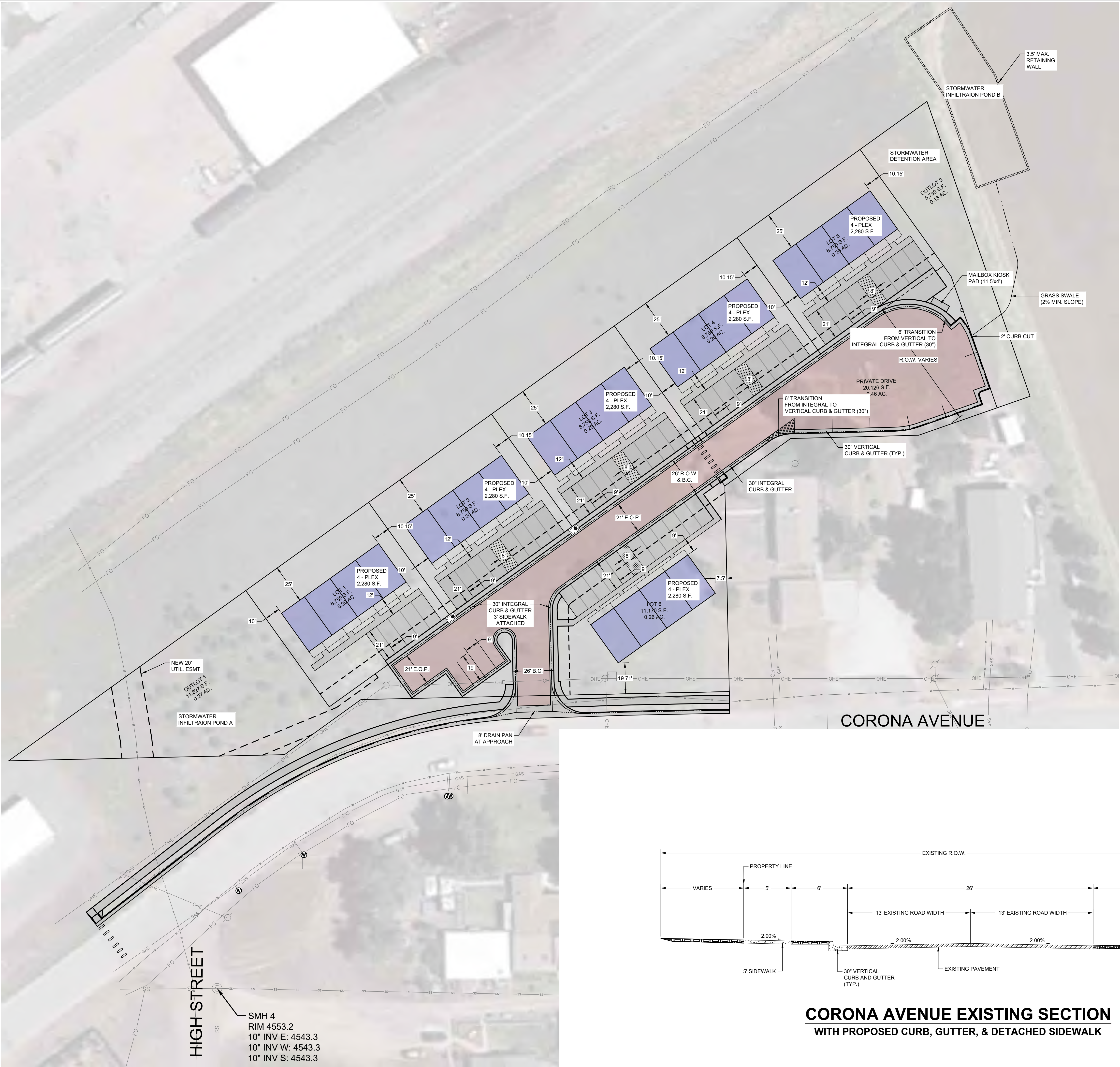
SCALE

VER CA : N/A

HORIZ A : N/A

JOB NUMBER

C22021



CORONA AVENUE EXISTING SECTION
WITH PROPOSED CURB, GUTTER, & DETACHED SIDEWALK



LEGEND

- EXISTING LOT LINES
- PROPOSED LOT LINES
- R.O.W
- EASEMENT LINES
- CENTERLINE
- PROPOSED ROAD
- PROPOSED HANDICAP RAMP
- FUTURE ROAD
- EXISTING ROAD

PROPOSED UTILITIES

- SANITARY SEWER
- SANITARY SERVICE
- SANITARY SEWER M.H.
- 8" WATER LINE
- WATER SERVICE
- FIRE HYDRANT
- WATER LINE BENDS
- THRUST BLOCK
- GATE VALVE
- STORM DRAIN PIPE
- STORM DRAIN M.H.
- STORM DRAIN INLET
- STORM DRAIN FLARED END SECTION
- TEMPORARY TYPE 3 BARRICADE

EXISTING UTILITIES

- WATER LINE
- SANITARY SEWER
- STORM DRAIN PIPE
- SANITARY SEWER M.H.
- STORM SEWER M.H.

- BUILDING FOOTPRINTS
- CONCRETE PAVING
- ASPHALT PAVING

4025 Automation Way
Suite B2
Fort Collins, CO 80525
(970) 698-6046
CivilVoxeng.com

NORTH RIDGE ESTATES
SITE PLAN

SITE PLAN

SHEET NUMBER
SP01

SCALE
VER. CA : N/A
HOR. ZON A : N/A

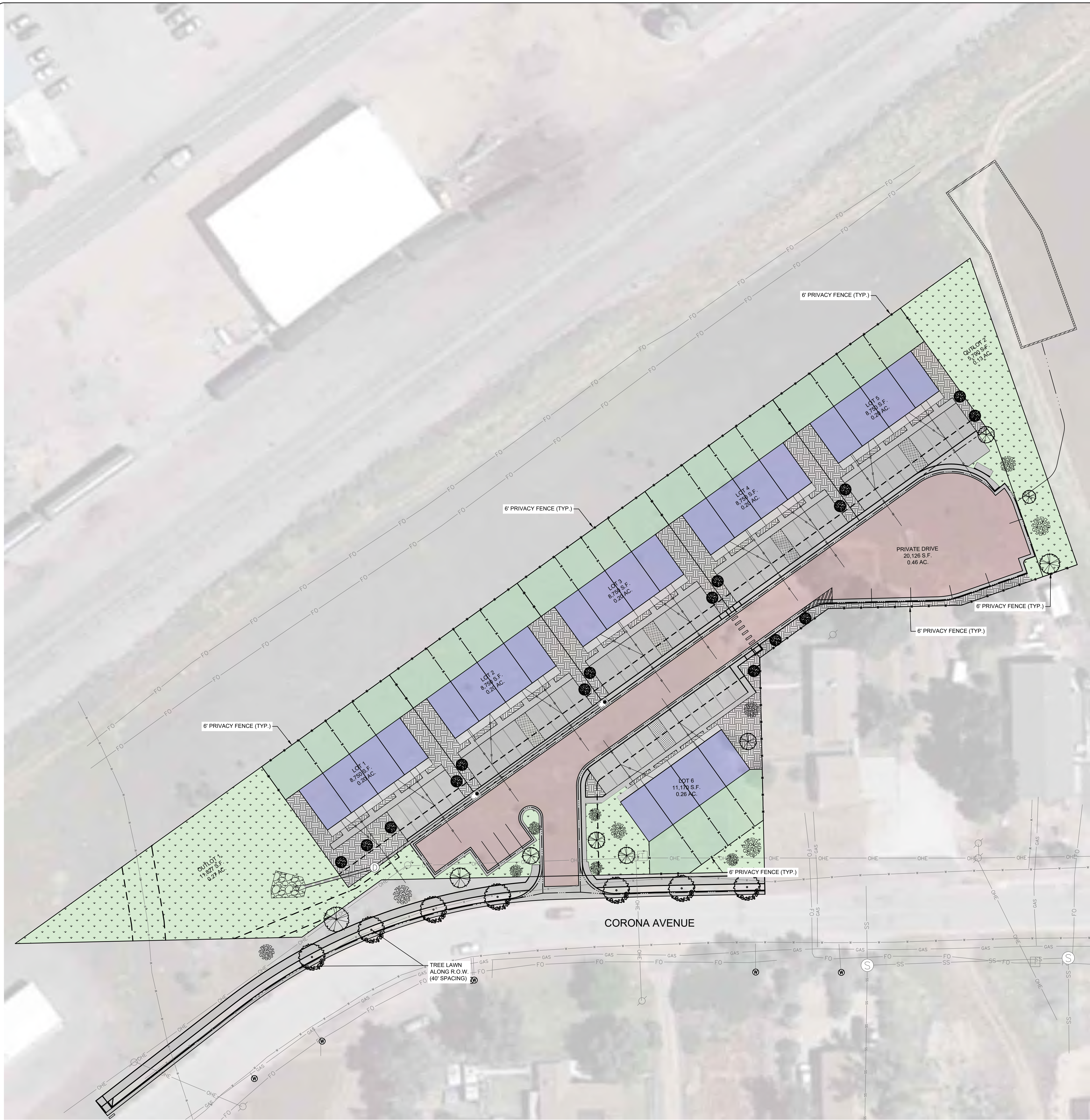
JOB NUMBER
C220201

PREPARED FOR: HARRISON HOMES

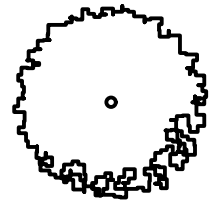
DATE SUBMITTED: 11/14/2023

The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the engineer of these plans.

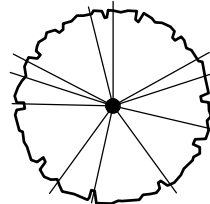
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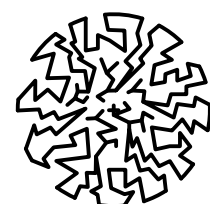
LANDSCAPE LEGEND



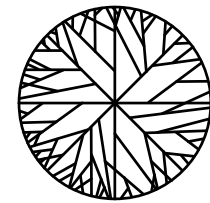
STREET TREES - DECIDUOUS



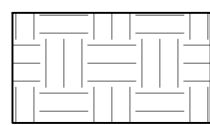
MISC. DECIDUOUS



MISC. EVERGREEN



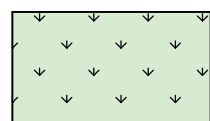
ORNAMENTAL DECIDUOUS/
EVERGREEN



ROCK/MULCH



ARTIFICIAL TURF



NATIVE PRAIRIE GRASSES
& WETLAND NATIVE GRASSES



BUILDING FOOTPRINTS



CONCRETE PAVING



ASPHALT PAVING



KEYMAP
NTS

LEGEND

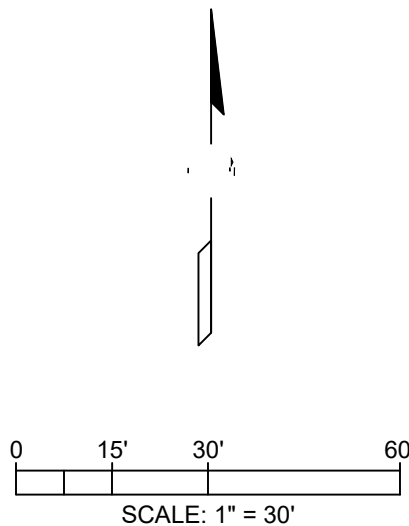
- EXISTING LOT LINES
- PROPOSED LOT LINES
- R.O.W.
- EASEMENT LINES
- CENTERLINE
- PROPOSED ROAD
- PROPOSED HANDICAP RAMP
- FUTURE ROAD
- EXISTING ROAD

PROPOSED UTILITIES

- SANITARY SEWER
- SANITARY SERVICE
- SANITARY SEWER M.H.
- 8" WATER LINE
- WATER SERVICE
- FIRE HYDRANT
- WATER LINE BENDS
- THRUST BLOCK
- GATE VALVE
- STORM DRAIN PIPE
- STORM DRAIN M.H.
- STORM DRAIN INLET
- STORM DRAIN FLARED END SECTION
- TEMPORARY TYPE 3 BARRICADE

EXISTING UTILITIES

- WATER LINE
- SANITARY SEWER
- STORM DRAIN PIPE
- SANITARY SEWER M.H.
- STORM SEWER M.H.



4025 Automation Way
Suite B2
Fort Collins, CO 80525
(970) 698-6046
CivilWorxeng.com

REV.	DATE	DESCRIPTION
1	02/05/2024	ISSUED FOR PERMIT
2	02/05/2024	REVISIONS
3	02/05/2024	REVISIONS
4	02/05/2024	REVISIONS
5	02/05/2024	REVISIONS
6	02/05/2024	REVISIONS
7	02/05/2024	REVISIONS
8	02/05/2024	REVISIONS
9	02/05/2024	REVISIONS
10	02/05/2024	REVISIONS

The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the engineer of these plans.

NORTH RIDGE ESTATES LANDSCAPE PLAN

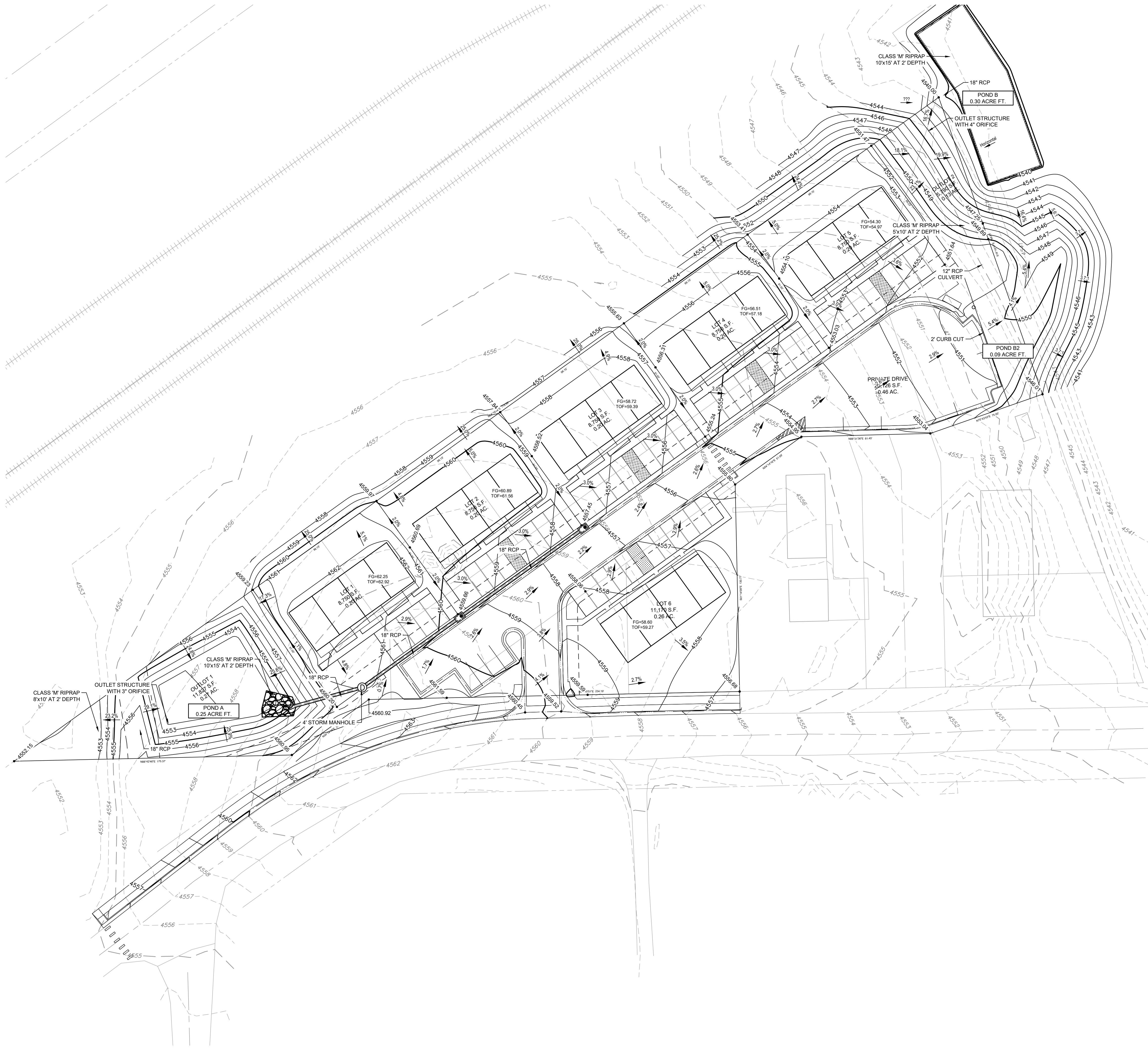
PRELIMINARY
SITE PLAN
CONSTRUCTION

SHEET NUMBER
LS01
3 OF 9 SHEET S
SCALE: 1" = 30'
JOB NUMBER
C22021

DATE SUBMITTED: 11/14/2023

PREPARED FOR: HARRISON HOMES

1. MINIMUM HORIZONTAL EDGE TO EDGE SEPARATION BETWEEN SANITARY SEWER & WATER LINES IS 10 FEET.
2. WATER MAINS CROSSING OVER A SANITARY OR STORM SEWER SHALL MAINTAIN AN 18" VERTICAL EDGE TO EDGE CLEARANCE. WATER MAINS CLOSER THAN 18" OR UNDER SEWERS SHALL BE ENCASED.
3. ALL PROPOSED SANITARY SEWER LINES ARE 8" UNLESS NOTED OTHERWISE ON THE PLANS.
4. MINIMUM COVER ON WATER LINES IS 5'.
5. ALL EXISTING UTILITIES TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
6. REFER TO SANITARY SEWER PLAN AND PROFILES FOR MORE INFORMATION.
7. REFER TO WATER PLAN AND PROFILES FOR MORE INFORMATION.
8. REFER TO STORM DRAIN PLAN & PROFILES FOR MORE INFORMATION.
9. ALL SEWER SERVICES SHALL BE 4" PVC UNLESS NOTED OTHERWISE.
10. ALL WATER SERVICES SHALL BE 3/4" UNLESS NOTED OTHERWISE.
11. CURB STOPS SHALL BE 5" TALL AND BURIED UNDER LOW FINISHED GROUND ELEVATION.



LEGEND

MAPPING / SITE

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- LOT LINES
- EASEMENTS
- CENTER LINE
- CURB AND GUTTER
- EXISTING CONTOURS
- PROPOSED CONTOURS

PROPOSED UTILITIES

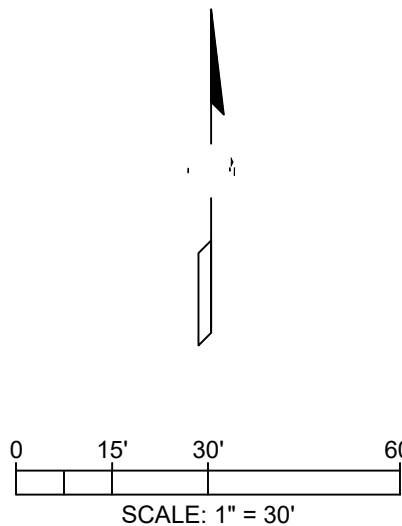
- STORM DRAIN PIPE
- FLARED END SECTION
- STORM DRAIN INLET
- STORM DRAIN OUTLET
- RIP RAP

EXISTING UTILITIES

- STORM DRAIN PIPE
- FLARED END SECTION
- STORM DRAIN INLET
- STORM DRAIN OUTLET
- RIP RAP

NOTES

- SPOT ELEVATIONS ON THE ROAD ARE TO FINISHED SURFACE. CONSULT THE SOILS REPORT FOR PAVEMENT SECTION. SPOT ELEVATIONS ALONG CURB AND GUTTER ARE TO TOP BACK OF CURB.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE FIELD CONDITIONS ARE AS SHOWN IN THE DRAWINGS. IF THE CONTRACTOR FINDS DISCREPANCIES THE CONTRACTOR SHALL CONTACT THE ENGINEER.
- TOP OF FOUNDATION ELEVATIONS SHOWN ARE RECOMMENDED ELEVATIONS AND ARE FOR INFORMATION ONLY. THEY ARE NOT MEANT NOR DO THEY REPLACE BUILDERS PLOT PLANS FOR EACH LOT.
- ALL DISTURBED AREAS NOT PAVED SHALL BE RE-VEGETATED.



4025 Automation Way
Suite B2
Fort Collins, CO 80525
(970) 698-6046
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REV	DATE	DESCRIPTION

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NORTH RIDGE ESTATES GRADING AND DRAINAGE PLAN

PREPARED FOR: HARRISON HOMES

SITE PLAN

SHEET NUMBER

GR01

5 OF 9 SHEET S

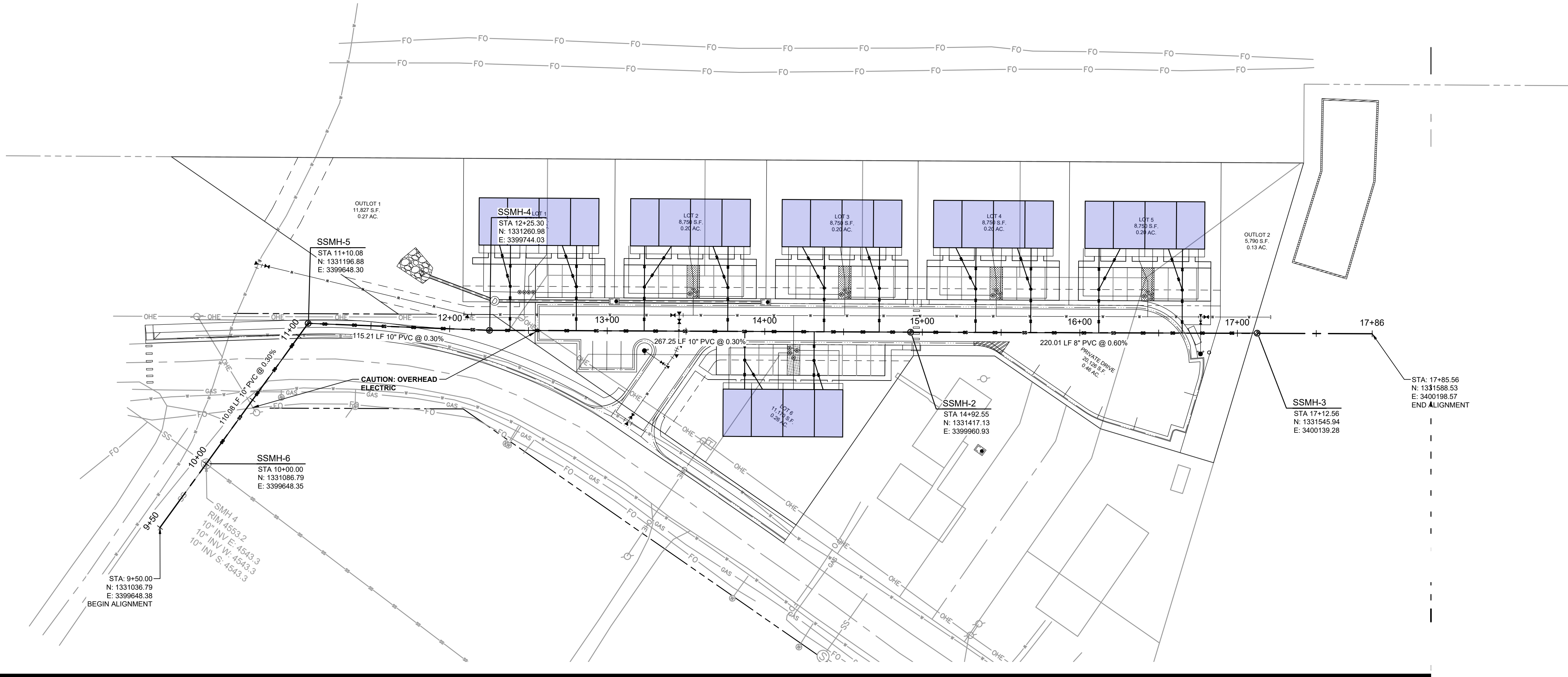
SCA E

VER CA : N/A

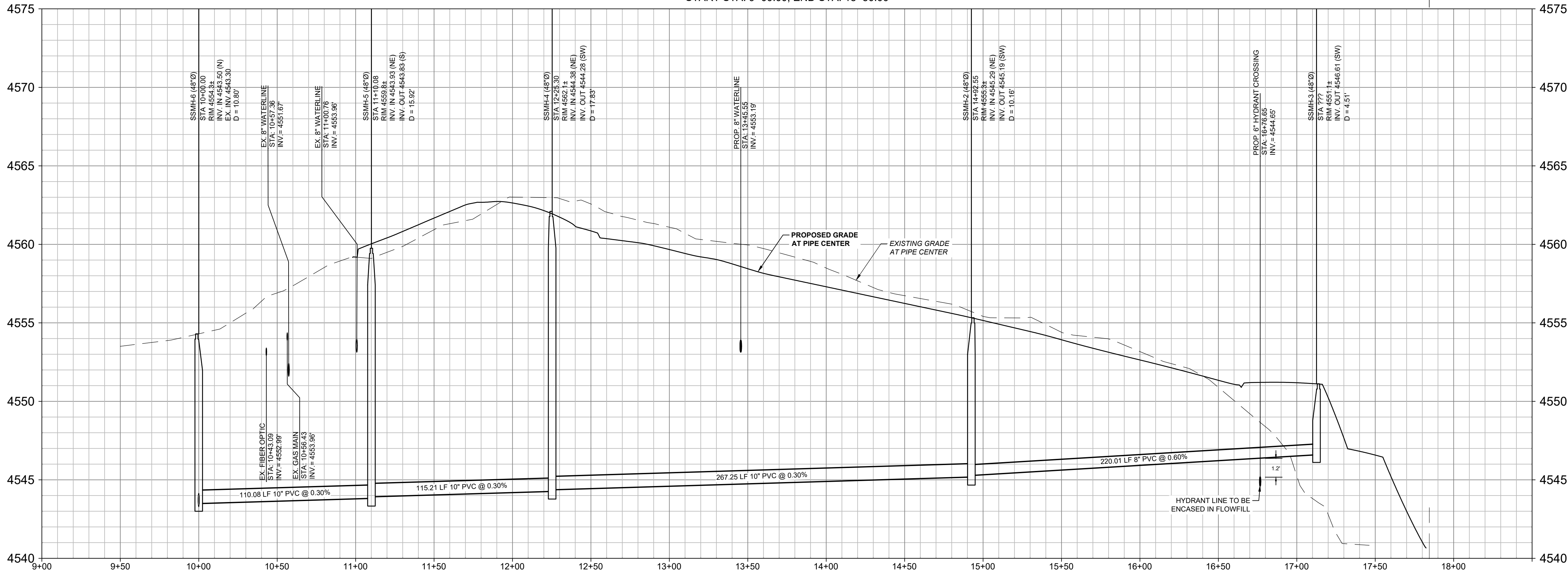
HOR ZON A : N/A

JOB NUMBER
C22021

SANITARY SERVICE TABLE		
LOT# - UNITS	STATION	OFFSET
1-1,2	12+38.32	27.00' L
1-3,4	12+80.32	27.00' L
2-1,2	13+23.47	27.00' L
2-3,4	13+76.48	27.00' L
6-1,2	13+87.35	17.00' R
6-3,4	14+31.35	17.00' R
3-1,2	14+37.63	27.00' L
3-3,4	14+72.62	27.01' L
4-1,2	15+33.80	27.00' L
4-3,4	15+68.80	27.00' L
5-1,2	16+11.96	27.00' L
5-3,4	16+64.98	27.00' L



Proposed Sanitary PROFILE
SCALE: (H) 1" = 40' (V) 1" = 4'
START STA: 9+00.00, END STA: 18+50.00



KEYMAP
NTS

LEGEND

MAPPING / SITE

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- LOT LINES
- EASEMENTS
- CURB AND GUTTER

PROPOSED UTILITIES

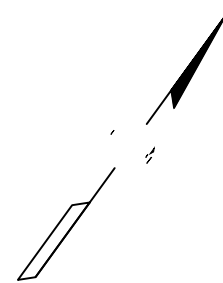
- WATER LINE
- WATER SERVICE
- FIRE HYDRANT
- SANITARY LINE
- SANITARY SERVICE
- SANITARY MANHOLE
- RECLAIMED WATER LINE
- RECLAIMED WATER SERVICE
- IRRIGATION LINE
- IRRIGATION SERVICE
- STORM DRAIN PIPE
- FLARED END SECTION
- STORM DRAIN INLET
- STORM DRAIN OUTLET
- RIP RAP

EXISTING UTILITIES

- STORM DRAIN PIPE
- FLARED END SECTION
- STORM DRAIN INLET
- STORM DRAIN OUTLET
- RIP RAP

NOTES

- MINIMUM HORIZONTAL EDGE TO EDGE SEPARATION BETWEEN SANITARY SEWER & WATER LINES IS 10 FEET.
- WATER MAINS CROSSING OVER A SANITARY OR STORM SEWER SHALL MAINTAIN AN 18" VERTICAL EDGE TO EDGE CLEARANCE. WATER MAINS CLOSER THAN 18" OR UNDER SEWERS SHALL BE ENCASED.
- ALL PROPOSED SANITARY SEWER LINES ARE 8" UNLESS NOTED OTHERWISE ON THE PLANS.
- MINIMUM COVER ON WATERLINES IS 5.0 FEET.
- ALL SANITARY SEWER SERVICES ARE 6" DIAMETER UNLESS SPECIFIED OTHERWISE.
- SANITARY SERVICE TABLES DENOTE SANITARY MARKER POST LOCATIONS.
- ALL EXISTING UTILITIES TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.



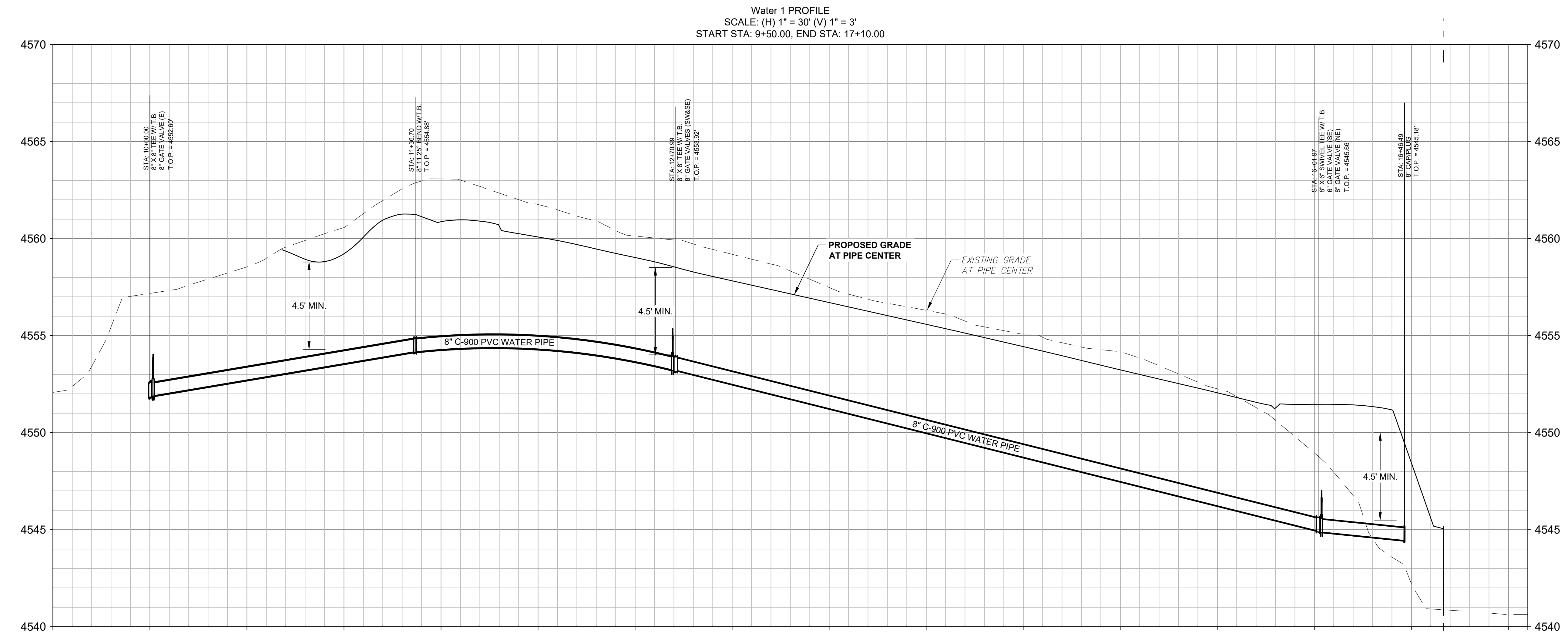
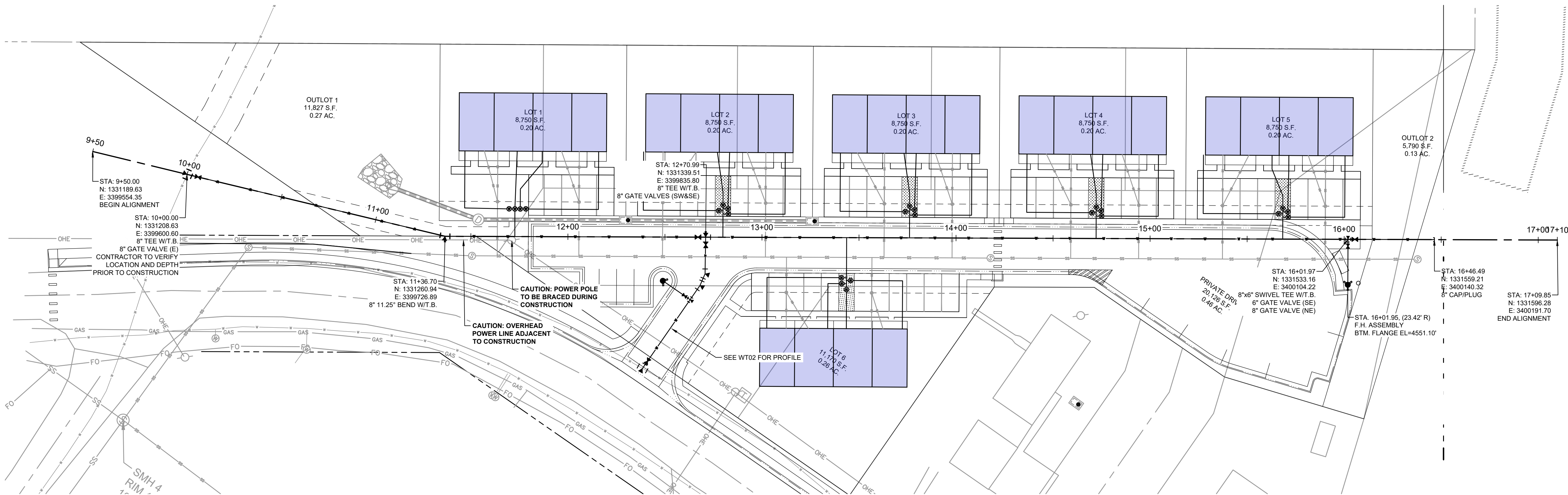
0 15' 30' 60'
SCALE: 1" = 30'

SANITARY SEWER PLAN AND PROFILE

SS01

6

N/A
N/A



WATER SERVICE TABLE		
LOT#-(UNITS)	STATION	OFFSET
1-(1-4)	11+72.64	14.00' L
2-(1-4)	12+79.86	14.00' L
6-(1-4)	13+43.64	23.00' R
3-(1-4)	13+76.02	14.00' L
4-(1-4)	14+72.17	14.00' L
5-(1-4)	15+68.33	14.00' L



LEGEND

MAPPING / SITE

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- LOT LINES
- EASEMENTS
- CURB AND GUTTER

PROPOSED UTILITIES

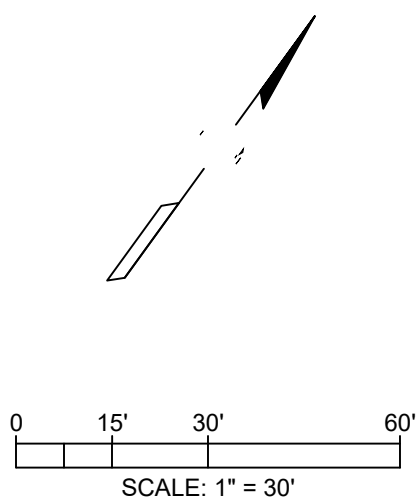
- W WATER LINE
- WATER SERVICE
- FIRE HYDRANT
- SANITARY LINE
- SANITARY SERVICE
- SANITARY MANHOLE
- WT RECLAIMED WATER LINE
- RECLAIMED WATER SERVICE
- IRRIGATION LINE
- IRRIGATION SERVICE
- STORM DRAIN PIPE
- FLARED END SECTION
- STORM DRAIN INLET
- STORM DRAIN OUTLET
- RIP RAP

EXISTING UTILITIES

- T STORM DRAIN PIPE
- FLARED END SECTION
- STORM DRAIN INLET
- STORM DRAIN OUTLET
- RIP RAP

NOTES

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- ALL PROPOSED WATER LINES ARE 8" UNLESS NOTED OTHERWISE ON THE PLANS.
- MINIMUM COVER ON WATER LINES IS 4.5 FEET.
- ALL EXISTING UTILITIES TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- FIRE HYDRANT VALVES SHALL BE RESTRAINED TO THE TEE.
- MAXIMUM DEFLECTION FOR THE WATER LINE IS 2 DEGREES PER PIPE.
- ALL WATER SERVICES ARE 3/4" DIAMETER UNLESS SPECIFIED OTHERWISE.
- WATER SERVICE TABLES DENOTE CURB STOP LOCATIONS WITH OFFSET BEING FROM THE WATER LINE.
- CURB STOPS SHALL BE 5.5' TALL & BURIED 6" BELOW FINISHED GROUND ELEVATION.



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NORTH RIDGE ESTATES WATER PLAN & PROFILE

SITE PLAN

SHEET NUMBER
WT01

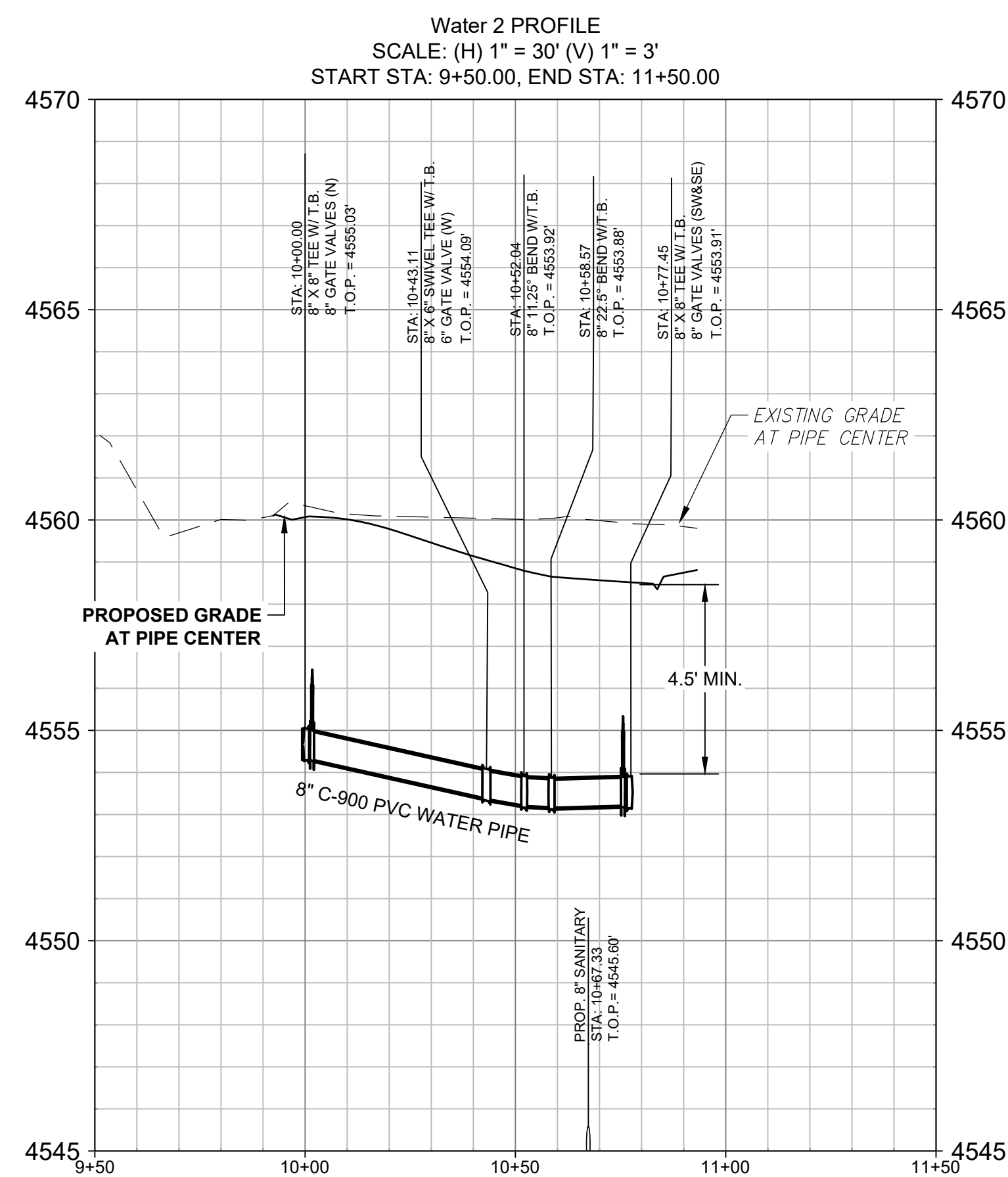
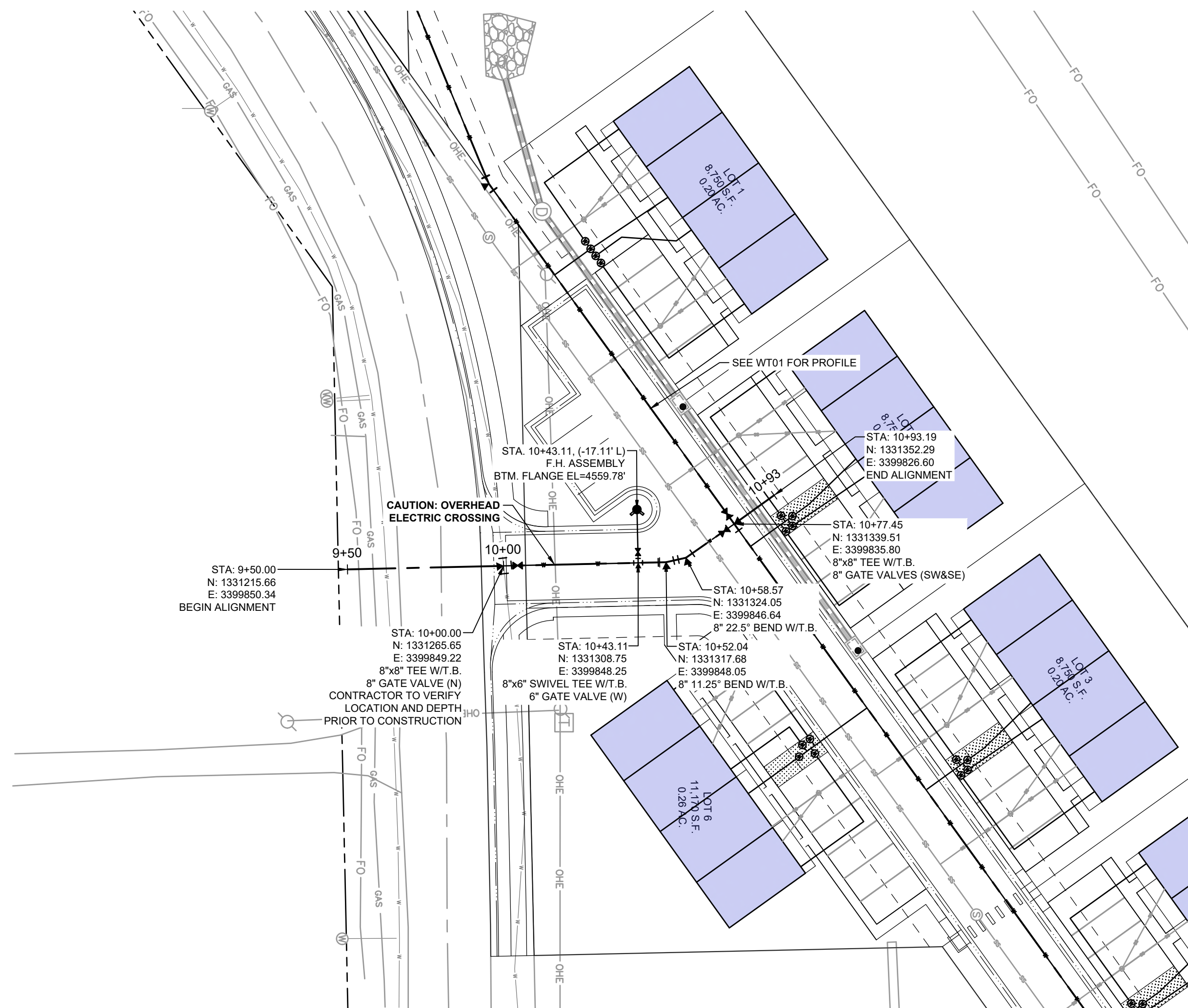
7 OF 9 SHEET S

SCA E
VER CA : N/A
HOR ZON A : N/A

JOB NUMBER
C22021

DATE SUBMITTED: 11/14/2023

PREPARED FOR: HARRISON HOMES


















LEGEND






MAPPING / SITE

_____ PROPERTY BOUNDARY
 - - - - - RIGHT-OF-WAY
 _____ LOT LINES
 - - - - - EASEMENTS
 _____ CURB AND GUTTER

PROPOSED UTILITIES

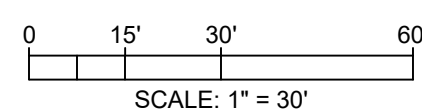
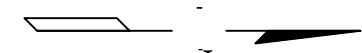
	W	WATER LINE
		WATER SERVICE
	• •	FIRE HYDRANT
		SANITARY LINE
		SANITARY SERVICE
		SANITARY MANHOLE
	WT	RECLAIMED WATER LINE
		RECLAIMED WATER SERVICE
	---	IRRIGATION LINE
	---	IRRIGATION SERVICE
		STORM DRAIN PIPE
	⌒	FLARED END SECTION
	□	STORM DRAIN INLET
	○	STORM DRAIN OUTLET
	⚡	RIP RAP

EXISTING UTILITIES

	STORM DRAIN PIPE
	FLARED END SECTION
	STORM DRAIN INLET
	STORM DRAIN OUTLET
	RIP RAP

NOTES

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[illegible]

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DATE SUBMITTED: 11/14/2023

NORTH RIDGE ESTATES
WATER PLAN & PROFILE

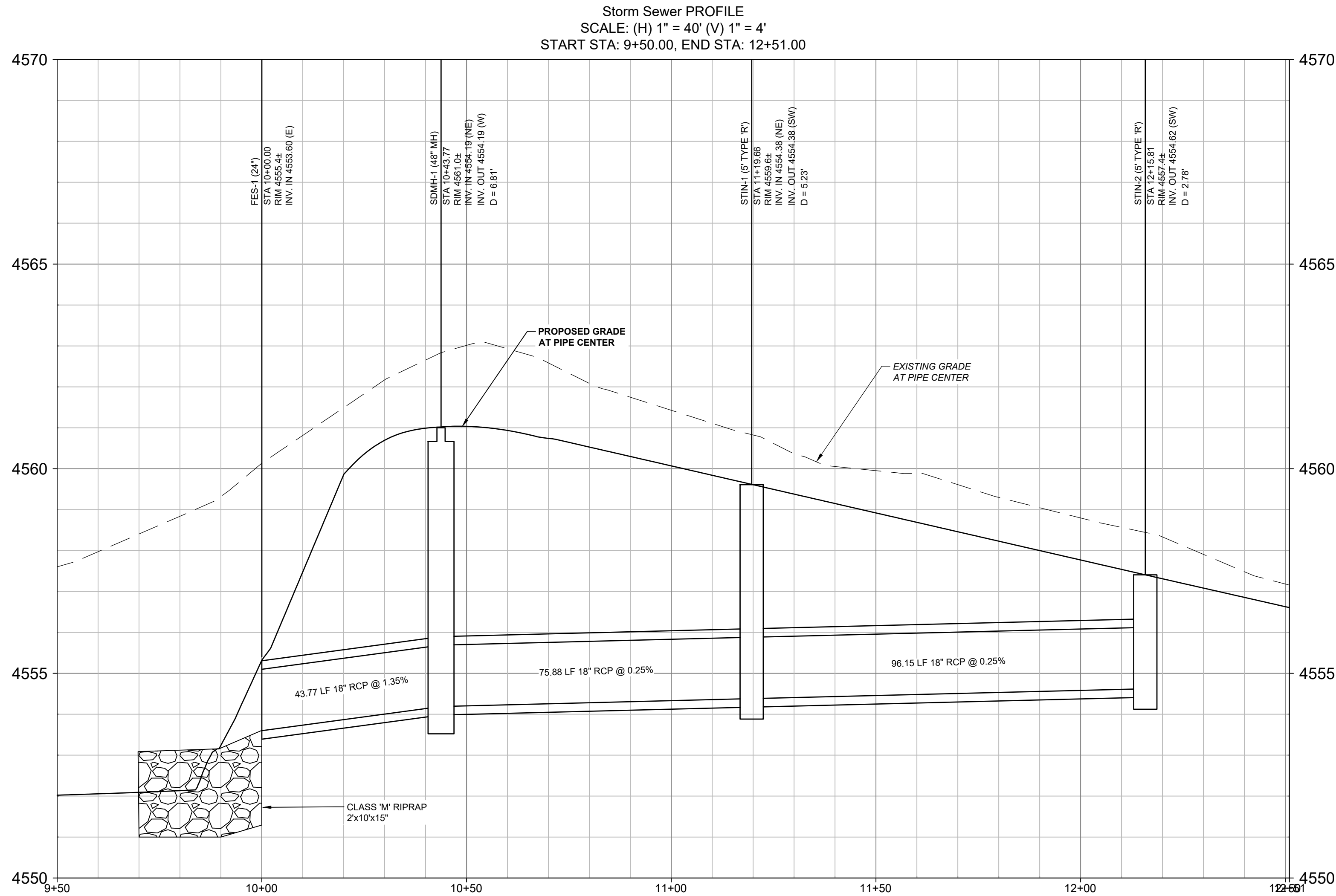
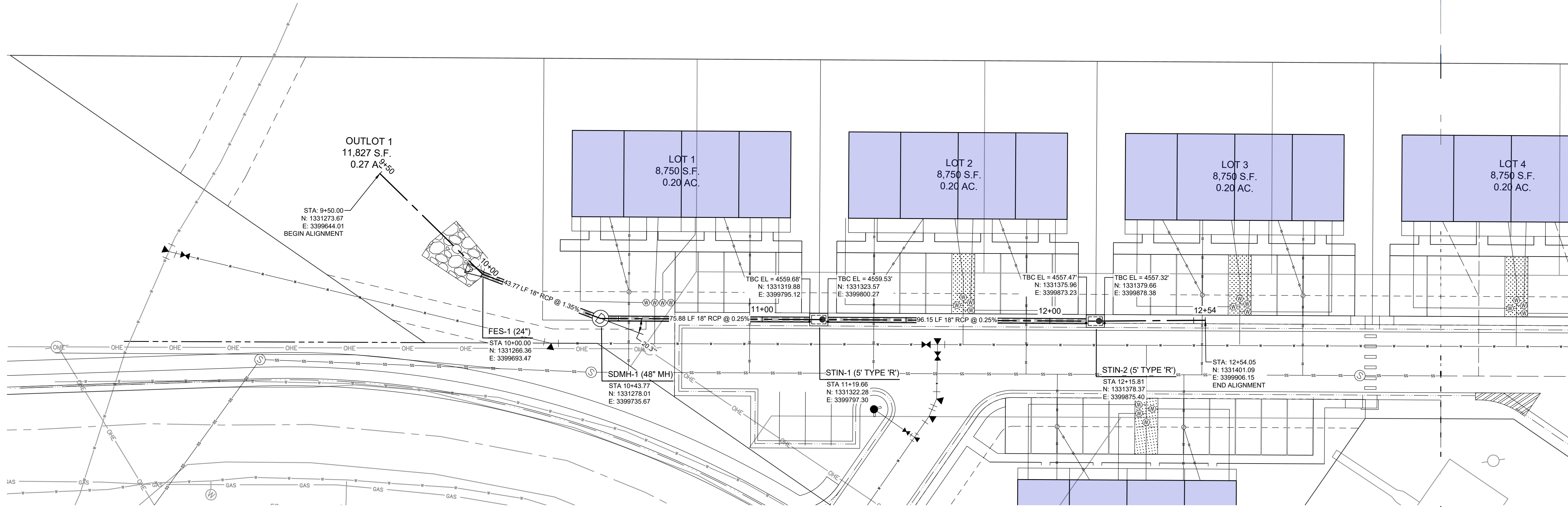
PREPARED FOR: HARRISON HOMES

SITE PLAN

SHEET NUMBER
WT02

SCA E	
VER CA :	N/A
HORIZON A :	N/A

JOB NUMBER
C22021



KEYMAP
NTS

LEGEND

MAPPING / SITE

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- LOT LINES
- EASEMENTS
- CURB AND GUTTER

PROPOSED UTILITIES

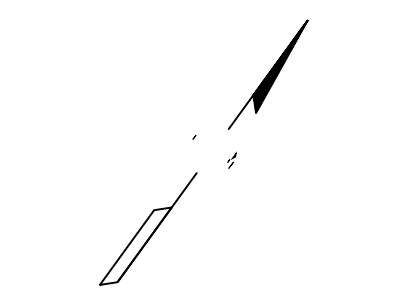
- W WATER LINE
- WATER SERVICE
- FIRE HYDRANT
- SANITARY LINE
- SANITARY SERVICE
- SANITARY MANHOLE
- WT RECLAIMED WATER LINE
- RECLAIMED WATER SERVICE
- STORM DRAIN PIPE
- FLARED END SECTION
- STORM DRAIN INLET
- STORM DRAIN MANHOLE
- RIP RAP

EXISTING UTILITIES

- W WATER LINE
- SANITARY LINE
- IRRIGATION LINE
- WT RECLAIMED WATER LINE
- STORM DRAIN PIPE
- OVERHEAD ELECTRIC
- STORM DRAIN PIPE
- STORM DRAIN INLET
- FLARED END SECTION
- RIPRAP
- STORM DRAIN MANHOLE
- FIRE HYDRANT
- SANITARY MANHOLE

NOTES

- EXISTING UNDERGROUND AND OVERHEAD PUBLIC AND PRIVATE UTILITIES AS SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER.
- ALL STORM SEWER CONSTRUCTION SHALL BE PER TOWN OF FORT MORGAN STANDARD CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
- ALL PIPE LENGTHS ARE FROM CENTER TO CENTER OF ADJACENT STRUCTURES UNLESS OTHERWISE NOTED.



0 10' 20' 40'
SCALE: 1" = 20'

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NORTH RIDGE ESTATES STORM DRAIN PLAN & PROFILE

SITE PLAN

SHEET NUMBER
SD01

SCA E
VER CA : N/A
HOR ZON A : N/A

JOB NUMBER
C22021

PREPARED FOR: HARRISON HOMES

DATE SUBMITTED: 11/14/2023

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February 15, 2024

Hope Becker

Planning and Zoning Administrator
Town of Wiggins
304 East Central Avenue
Wiggins, CO 80654

RE: Northridge Estates – Traffic Permit

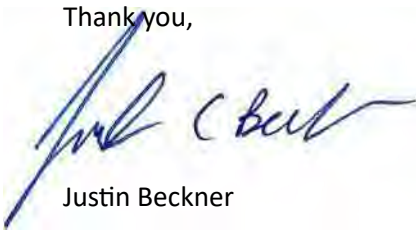
Dear Ms. Becker,

CivilWorx has received traffic counts for the Main Street and Central Avenue intersection from All Traffic Data Services and is working on an abbreviated traffic study for the development based on the data received.

After a preliminary look at the traffic counts and a rough comparison to the projected trips generated by the site, we foresee very little impact on traffic volumes. Additional traffic generated from the site will be from twenty-four (24) residential units and is very unlikely to exceed the 20% threshold for roadway improvements by CDOT.

With this being the case, this project is not likely to require anything more than the baseline permit that will not require any additional improvements. We will continue working on the traffic study and get a full stamped report over to you and CDOT as soon as it is completed.

Thank you,



Justin Beckner

CivilWorx, LLC



(303) 216-2439
www.alltrafficdata.net

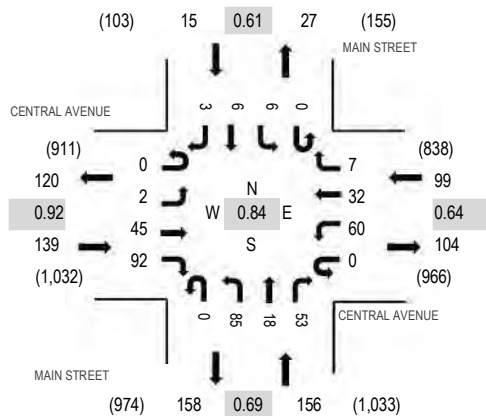
Location: 1 MAIN STREET & CENTRAL AVENUE AM

Date: Tuesday, February 6, 2024

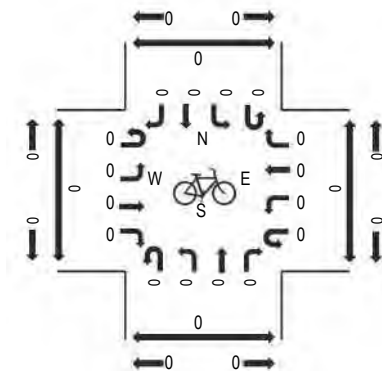
Peak Hour: 03:15 PM - 04:15 PM

Peak 15-Minutes: 03:30 PM - 03:45 PM

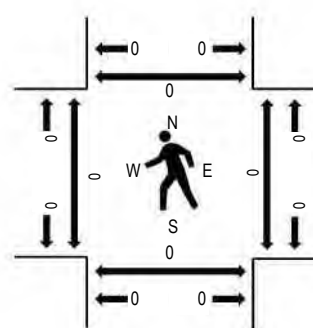
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians

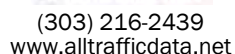


Note: Total study counts contained in parentheses.

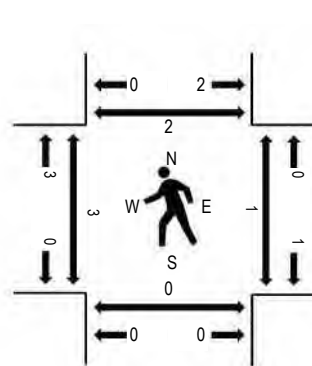
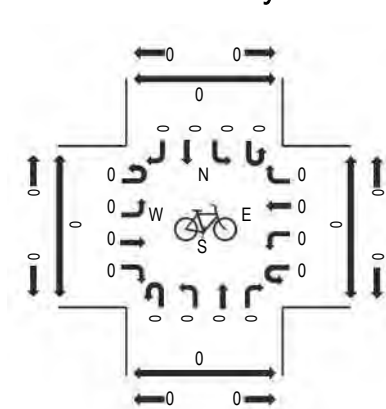
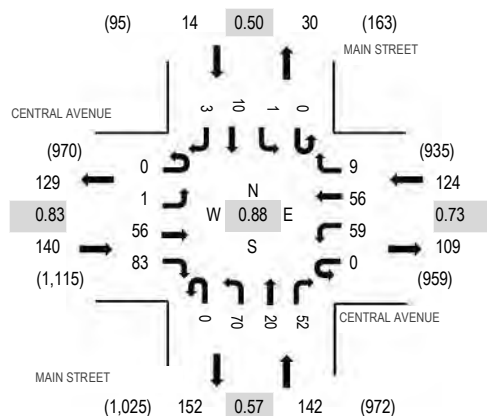
Traffic Counts - Motorized Vehicles

Interval Start Time	CENTRAL AVENUE Eastbound				CENTRAL AVENUE Westbound				MAIN STREET Northbound				MAIN STREET Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
6:00 AM	0	0	4	0	0	1	1	0	0	5	0	3	0	0	0	0	14	132	0	0	0	0
6:15 AM	0	0	3	1	0	8	4	0	0	5	0	5	0	0	1	0	27	158	0	0	0	0
6:30 AM	0	0	5	2	0	4	9	1	0	12	1	8	0	0	0	0	42	228	0	0	0	0
6:45 AM	0	0	9	4	0	5	5	1	0	10	1	14	0	0	0	0	49	336	1	0	0	0
7:00 AM	0	0	1	3	0	9	8	0	0	8	0	10	0	1	0	0	40	405	0	0	0	0
7:15 AM	0	0	9	12	0	17	6	1	0	16	1	34	0	0	0	1	97	403	0	0	0	0
7:30 AM	0	0	12	28	0	35	8	0	0	20	1	38	0	0	7	1	150	345	1	0	0	0
7:45 AM	0	3	8	7	0	13	11	2	0	31	6	35	0	1	1	0	118	240	0	0	0	0
8:00 AM	0	1	2	4	0	4	9	0	0	7	5	3	0	1	2	0	38	160	0	0	0	0
8:15 AM	1	0	11	2	0	8	7	0	0	6	0	3	0	0	0	1	39	165	0	0	0	0
8:30 AM	0	1	12	5	0	5	5	1	0	6	1	6	0	1	2	0	45	158	0	0	0	0
8:45 AM	0	0	5	4	0	6	7	0	0	5	0	10	0	0	1	0	38	152	0	0	0	0
9:00 AM	0	0	7	4	0	6	6	1	0	8	1	6	0	3	1	0	43	162	0	0	0	0
9:15 AM	0	0	11	3	0	3	6	2	0	3	0	3	0	0	1	0	32	163	0	0	0	0
9:30 AM	0	0	8	6	0	2	9	0	0	8	0	6	0	0	0	0	39	181	0	0	0	0
9:45 AM	0	1	15	8	0	4	10	1	0	4	0	4	0	0	0	1	48	193	1	0	0	0
10:00 AM	0	0	8	8	0	4	8	1	0	11	0	3	0	1	0	0	44	189	0	0	0	0
10:15 AM	0	0	14	8	0	5	8	1	1	9	0	3	0	1	0	0	50	210	0	0	0	0
10:30 AM	0	3	6	5	0	6	14	2	0	5	1	5	0	2	1	1	51	204	0	0	0	0
10:45 AM	0	0	18	6	0	4	2	0	0	6	3	2	0	1	2	0	44	201	0	0	0	0
11:00 AM	0	0	9	10	0	6	10	1	0	16	1	8	0	1	2	1	65	221	0	0	0	0
11:15 AM	0	1	12	10	0	6	3	1	0	5	1	4	0	0	1	0	44	228	0	0	0	0
11:30 AM	0	1	10	8	0	6	4	0	0	8	1	7	0	2	1	0	48	237	0	0	7	0
11:45 AM	0	1	15	9	0	9	4	0	0	9	5	11	0	1	0	0	64	231	0	0	0	0
12:00 PM	0	0	12	12	0	11	10	1	0	10	1	11	0	3	1	0	72	224	0	0	0	0
12:15 PM	0	0	9	9	0	7	8	0	0	9	2	8	0	0	0	1	53	196	0	0	0	0
12:30 PM	0	2	10	7	0	5	8	0	0	6	1	3	0	0	0	0	42	187	0	0	0	0
12:45 PM	0	0	8	9	0	6	8	2	0	8	5	9	0	0	2	0	57	198	0	0	2	0
1:00 PM	0	1	10	5	0	10	0	0	0	7	3	6	0	1	1	0	44	171	0	0	0	0
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1:30 PM	0	0	8	8	0	2	8	0	0	11	4	9	0	2	1	0	53	182	0	0	0	0
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2:00 PM	0	0	7	5	0	5	5	0	0	6	0	4	0	0	1	0	33	222	0	0	0	0
2:15 PM	0	0	14	8	0	10	12	4	0	5	1	10	0	1	1	0	66	254	1	0	0	0

2:30 PM	0	1	9	11	0	6	15	0	0	6	2	9	0	1	1	0	61	279	0	0	0	0
2:45 PM	0	1	15	10	0	11	6	0	0	5	2	9	0	1	2	0	62	340	0	0	1	0
3:00 PM	0	2	13	12	0	12	5	1	0	8	1	7	0	1	2	1	65	387	0	0	1	0
3:15 PM	0	0	7	24	0	23	14	2	0	8	1	5	0	2	4	1	91	409	0	0	0	0
3:30 PM	0	1	11	28	0	12	7	2	0	33	6	21	0	0	1	0	122	400	0	0	0	0
3:45 PM	0	1	15	16	0	11	3	3	0	29	7	19	0	4	0	1	109	366	0	0	0	0
4:00 PM	0	0	12	24	0	14	8	0	0	15	4	8	0	0	1	1	87	330	0	0	0	0
4:15 PM	0	0	16	23	0	5	8	2	0	16	2	9	0	0	1	0	82	340	0	0	0	0
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4:45 PM	0	3	8	21	0	4	13	1	0	13	0	7	0	0	3	0	73	290	0	0	0	0
5:00 PM	0	1	14	17	0	10	13	3	0	13	3	17	0	1	5	0	97	281	0	0	1	0
5:15 PM	0	2	10	16	0	5	17	1	0	7	1	9	0	2	0	1	71	223	2	0	0	0
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6:45 PM	0	1	3	6	0	7	7	0	0	5	0	2	0	0	1	0	32		0	0	0	0
Count Total	1	31	484	516	0	404	394	40	1	503	84	445	0	37	53	13	3,006		9	0	12	0
Peak Hour	0	2	45	92	0	60	32	7	0	85	18	53	0	6	6	3	409		0	0	0	0



Peak 15-Minutes: 03:45 PM - 04:00 PM



Interval Start Time	CENTRAL AVENUE Eastbound				CENTRAL AVENUE Westbound				MAIN STREET Northbound				MAIN STREET Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
6:00 AM	0	0	2	2	0	1	3	0	0	8	0	4	0	0	0	0	20	98	0	0	0	0
6:15 AM	0	0	6	0	0	2	3	0	0	8	0	2	0	0	1	0	22	120	0	0	0	0
6:30 AM	0	0	3	1	0	1	10	0	0	6	0	2	0	0	0	0	23	180	0	0	0	0
6:45 AM	0	1	9	2	0	5	5	0	0	6	0	4	0	0	0	1	33	295	0	0	0	0
7:00 AM	0	1	6	8	0	6	7	0	0	11	0	2	0	1	0	0	42	385	1	0	2	0
7:15 AM	0	0	12	11	0	26	6	0	0	12	0	13	0	0	2	0	82	389	1	0	2	0
7:30 AM	0	0	10	23	0	40	8	2	0	15	4	29	0	0	6	1	138	360	1	0	0	0
7:45 AM	0	3	10	17	0	7	14	1	0	32	4	32	0	1	2	0	123	276	0	0	0	0
8:00 AM	0	2	11	2	0	8	8	0	0	7	0	7	0	0	1	0	46	197	0	0	0	0
8:15 AM	0	0	5	10	0	5	10	2	0	9	1	8	0	3	0	0	53	185	0	0	0	0
8:30 AM	0	1	9	10	0	5	12	1	0	10	0	3	0	3	0	0	54	179	0	0	0	0
8:45 AM	0	0	9	7	0	4	4	0	0	10	0	7	0	0	3	0	44	176	0	1	1	0
9:00 AM	0	0	11	2	0	2	8	1	0	3	0	6	0	0	1	0	34	175	0	0	0	0
9:15 AM	0	0	13	6	0	6	4	1	0	6	2	4	0	1	3	1	47	187	0	0	0	0
9:30 AM	0	0	16	4	0	5	10	1	0	6	1	7	0	0	1	0	51	175	0	0	0	0
9:45 AM	0	2	12	8	0	4	5	0	0	6	1	4	0	1	0	0	43	169	1	0	0	1
10:00 AM	0	0	9	7	0	5	9	2	0	9	0	5	0	0	0	0	46	182	0	0	0	0
10:15 AM	0	1	13	3	0	5	4	0	0	5	0	4	0	0	0	0	35	184	0	0	0	0
10:30 AM	0	1	8	10	0	6	8	0	0	8	1	3	0	0	0	0	45	195	0	0	0	0
10:45 AM	0	0	11	12	0	8	10	0	0	3	2	8	0	0	2	0	56	215	0	0	0	0
11:00 AM	0	0	8	6	0	6	12	0	0	5	3	7	0	0	1	0	48	220	0	0	0	0
11:15 AM	0	1	8	7	0	4	11	2	0	4	3	5	0	0	1	0	46	235	0	0	0	0
11:30 AM	0	0	15	9	0	7	14	2	0	7	2	3	0	4	1	1	65	252	0	0	0	0
11:45 AM	0	3	6	9	0	5	14	1	0	11	3	7	0	2	0	0	61	243	0	2	0	0
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12:30 PM	0	1	10	14	0	3	10	0	0	1	8	8	0	0	1	0	56	227	0	0	0	0
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1:30 PM	0	1	8	13	0	5	8	3	0	9	2	4	0	0	0	0	53	198	0	0	0	0
1:45 PM	0	0	10	10	0	7	8	0	0	12	1	4	0	1	1	0	54	203	0	0	0	0
2:00 PM	0	0	16	9	0	2	7	1	0	10	4	3	0	0	1	1	54	219	0	0	0	0
2:15 PM	0	0	6	9	0	3	7	1	0	6	1	3	0	0	1	0	37	230	0	0	0	0

0082

2:30 PM	0	0	15	11	0	9	12	1	0	5	0	5	0	0	0	0	58	298	0	0	0	0
2:45 PM	0	0	12	16	0	11	10	1	0	10	2	7	0	1	0	0	70	350	0	0	0	0
3:00 PM	0	1	15	10	0	12	11	3	0	6	4	2	0	0	1	0	65	399	0	0	0	0
3:15 PM	0	0	16	26	0	24	15	5	0	7	2	5	0	1	4	0	105	420	0	0	0	0
3:30 PM	0	0	15	21	0	8	15	2	0	27	3	17	0	0	0	2	110	405	2	0	0	1
3:45 PM	0	0	16	17	0	19	12	2	0	20	8	22	0	0	2	1	119	369	1	1	0	1
4:00 PM	0	1	9	19	0	8	14	0	0	16	7	8	0	0	4	0	86	324	0	0	0	0
4:15 PM	0	2	18	18	0	12	13	1	0	13	1	10	0	0	2	0	90	314	0	0	0	0
4:30 PM	0	1	14	20	0	9	9	0	0	10	1	9	0	0	0	1	74	295	0	0	0	0
4:45 PM	0	0	14	16	0	17	9	0	0	7	0	8	0	1	0	2	74	288	0	0	0	0
5:00 PM	0	0	8	13	0	10	8	1	0	17	2	14	0	1	2	0	76	273	0	0	0	0
5:15 PM	0	0	7	24	0	13	9	2	0	7	0	9	0	0	0	0	71	255	0	0	0	0
5:30 PM	0	0	12	16	0	6	7	0	0	12	3	9	0	0	1	1	67	238	0	0	0	0
5:45 PM	0	0	8	17	0	8	9	1	0	8	0	7	0	1	0	0	59	226	0	0	0	0
6:00 PM	0	0	2	15	0	15	10	0	0	7	0	8	0	1	0	0	58	185	0	0	0	0
6:15 PM	0	1	4	10	0	4	5	1	0	12	0	16	0	0	1	0	54		0	0	0	0
6:30 PM	0	1	7	9	0	5	10	0	0	6	1	15	0	1	0	0	55		0	0	0	0
6:45 PM	0	0	1	6	0	3	1	1	0	3	1	2	0	0	0	0	18		0	0	0	0
Count Total	0	31	528	556	0	416	472	47	0	483	85	404	0	27	53	15	3,117		8	4	5	3
Peak Hour	0	1	56	83	0	59	56	9	0	70	20	52	0	1	10	3	420		3	1	0	2

Final Drainage & Erosion Control Report

Northridge Estates

Wiggins, CO



Prepared for:

HARRISON HOMES, LLC

PO Box 731 Weldona, CO 80653

2/5/2024



February 5, 2024

Tom Acre
Town Manager – Interim Town Clerk
304 E Central Avenue
Wiggins, CO 80654
970.483.6161
Tacre@wigginsco.com

RE: Northridge Estates, Preliminary Drainage Report (Multi-Family)
CivilWorx Project Number: C22021

Dear Tom:

CivilWorx, LLC. is pleased to submit this *Final Drainage Report* for The Multi-Family Northridge Estates development in Wiggins, Colorado. In general, this report serves to document the stormwater impacts associated with the proposed development.

We understand that review by the City of Wiggins is to assure general compliance with standardized criteria for Morgan County and the Town of Wiggins. This report was prepared in compliance with technical criteria set forth in the Colorado Floodplain and Stormwater Design Criteria and the Mile High Flood District (MHFD) Urban Storm Drainage Criteria Manual.

If you should have any questions or comments as you review this report, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Justin Beckner', is written over a light blue circular stamp.

Justin Beckner, PE
Principal
CivilWorx, LLC



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APPENDICES

APPENDIX A

APPENDIX B

APPENDIX C

I. General Location and Description

A. Location

The Northridge Estates Multifamily project site (referred herein as "the site") is located North of the intersection of Corona Avenue and High Street in Wiggins, Colorado.



Figure 1. Vicinity Map



B. Description of Property

Currently, the site is non irrigated vacant land. The following is a summary of the existing conditions:

Ground Cover - The site currently largely vacant land and adjoins the existing farmland to the East and railroad to the North. Ground cover is currently native pasture with few trees and/or shrubs.

Grades – In general, the site gradient splits between northwesterly and northeasterly. The measured gradients are approximately between 0.03 – 0.09 ft/ft.

Soil Type - According to the NRCS Web Soil Survey, the majority of the site consists of Valent Sand (Hydrologic Soil Group A), Valend-Dwyer Sands (Hydrologic Soil Group A), and Bijou Loamy Sand (Hydrologic Soil Group A).

Utilities – Existing utilities are present around the outside of the site in the existing developments to the South and North. At the North end of the Site and along the existing Railroad Easement there are existing parallel lines of fiber optic. Overhead power lines exist within the existing property along the southern property line. There are multiple utilities including water, sanitary sewer, storm sewer, natural gas, telephone, fiber, and electric, all located within the Corona Street R.O.W.

Storm Drainage / Irrigation Facilities – Currently there are no facilities that direct storm water runoff for either stormwater management or irrigation located on site. The site sheet flows to the northwest and northeast off property.

C. Description of Development

The Northridge Estates Multifamily project is approximately 2.1 acres in total. The proposed development consists of six 4-plex townhomes as well as open space areas. The site will feature two (2) newly designed detention/retention infiltration ponds that will handle most of the runoff generated on the site. The new ponds will be referred to as “Pond A”, and “Pond B”.

II. Drainage Basins and Sub-Basins

A. Major Basin Description

The project and a large portion of the Town of Wiggins are located within the Kiowa Creek sub-basin of the South Platte River Basin based on the National Hydrography Dataset (NHD). The site is situated outside of regulatory special flood hazards areas outlined by FEMA FIRM panels 08087C0469 D and 08087C0470 E, effective April 4, 2018 and May 18, 2021 respectively. The current site designation is a Zone ‘X’ in relation to flood hazard which is defined as: ‘Areas within the 0.2% annual chance floodplain’.



Figure 2. Major Basin Location Map

B. Pre-Development Drainage Patterns

The site has split drainage directions, historically. The southwest quarter drains from a centrally located high point overland to the northwest. Likewise, the northeast three quarters of the site drains predominantly northeast into existing farmland and along the adjacent railroad easement. Once the runoff exits the site it has no natural flow path and congregates in low lying areas until it infiltrates into the sandy soils.



III. Drainage Design Criteria

A. Regulations

The design criteria for this study are taken directly from the Colorado Floodplain and Stormwater Criteria Manual and the Urban Storm Drainage Criteria Manuals Volumes 2, and 3 produced by Mile High Flood District (referred to herein as MHFD).

B. Development Criteria Reference and Constraints

The criteria used as the basis to analyze and design stormwater features for this project were done according to the references cited in this report. The runoff rates and detention pond sizing for this site were calculated and sized per the Colorado Floodplain and storm water criteria manual using the 1-hour, 100-year point precipitation rainfall quantity and as modeled with the hydrological model for the project.

C. Hydrological Criteria and References

The design process uses the NOAA Atlas 14-point rainfall data for Wiggins, Colorado for development of 2-Year, 5-Year, 10-Year, and 100-Year 24-hour rainfall events. These design storm events are outlined in detail in Appendix B. The peak flows for the minor and major storm events were calculated using the MHFD Rational Method Workbook and compared to SWMM, ver. 5.2.4 to confirm capacities of storm pipes and anticipated storage volumes for the detention facilities (Appendix B).

The proposed developed drainage networks, including the stormwater detention systems, were designed using the US EPA Stormwater Management Model (SWMM, ver. 5.2.4) software. The performance of the detention/retention systems are estimated within the SWMM model for the minor and major storm events. Developed runoff hydrographs are estimated using EPA SWMM sub-catchment rainfall-to-runoff algorithms. Dynamic wave routing within the SWMM model was used to confirm capacity for storm sewer systems from the UD Criteria Manual Rational Method workbook and Hydraulic Toolbox Calculator. SWMM sub-catchment width parameters are calibrated using the theory of cascading planes (see Guo reference). This method was also documented in the 2016 SWMM Hydrology Reference Manual published by the EPA. Overland flow manning's 'n' is calibrated to average overland flow transitions to shallow concentrated flow and channel flow within the sub-catchment sub-areas. Retention storage volumes are based on hydrograph routing and stage-area curves developed from the project grading plans.

D. Hydraulic Criteria and Governing Standards

The developed site will convey runoff to the proposed detention ponds via swales, concrete pans, and pipes. MHFD was referenced for all hydraulic calculations.



IV. Drainage Facility Design

A. General Concept

The developed project includes the construction of multifamily townhomes, open space areas and associated infrastructure as outlined on the site plan included in Appendix A.

The Northridge Estates development includes the construction of six (6) multifamily 4-plex residential units. The drainage design and modeling provided in this report account for most of the 2.1 acres of the Northridge Estates multifamily project site. Calculations are included in the Appendices with summaries included in the descriptions below. Two new infiltration ponds are proposed to handle flows from the development. The percent impervious for each catchment was calculated based off the proposed improvements and an assumed (conservative) buildings size. These imperviousness percentage values were taken from the MHFD.

The proposed project site is divided into six (6) total catchments. Three (3) catchments (C1, C3, and C4) drain to the west infiltration pond developed on the site through either surface flows or through proposed storm sewer systems (referred to as Pond A). Two (2) catchments (OS1 and OS2) drain North and South off property respectively. The remaining two (2) catchments (C5 and C6) drain to the east infiltration pond (Pond B) through surface flows and proposed storm sewer systems. Based on a previous project (Kiowa Park) near this area, an infiltration rate of 3.0 inches/hour was chosen for this project due to the similar sandy group A soils on site.

Proposed Drainage Catchments

Catchments: The catchments will drain via surface flow, swales, curb and gutter, and storm sewer systems. Most of the catchments will drain to a detention facility.

Catchment C1: Catchment C1 consists of 0.28 acres of open space and the west detention facility (Pond A). The runoff surface flows into the pond where it is stored and released.

Catchment C2: Catchment C2 consists of 0.13 acres of a portion of one residential lot, some open space, parking, paving, and curb and gutter. The runoff will collect in the curb and gutter and flow to a proposed inlet to be routed west to Pond A.

Catchment C3: Catchment C3 consists of 0.24 acres of a portion of one residential lot, some open space, parking, paving, and curb and gutter. The runoff will collect in the curb and gutter and flow to a proposed inlet to be routed west to Pond A.

Catchment C4: Catchment C4 consists of 0.92 acres of a portion of 4 residential lots, some open space, parking, paving and curb and gutter. The runoff will collect in the curb and gutter and flow to a proposed two (2) foot curb cut that will be routed into Pond B.

Catchment C5: Catchment C5 consists of 0.13 acres of open space and the east detention facility (Pond B). The runoff surface flows into the pond where it is stored and released.

Offsite Catchments: Offsite catchments consist of areas on the Northridge property that will drain off the site. Most of this area consists of the Burlington Northern Railroad Right of Way and Town of Wiggins Corona Avenue Right of Way to the South.

Catchment OS-1: Catchment OS-1 consists of 0.43 acres of open space over five (5) residential lots that have split drainage. The runoff surface flows to the north offsite through overland flow and grass swales to historic outfalls.

Catchment OS-2: Catchment OS-2 consists of 0.11 acres of open space that surface flows to the existing Carona Avenue Right of Way.

Table 1 summarizes all the drainage catchments associated with the Northridge development.

Table 1. Runoff Summary							
Catchment	Area (Ac.)	% Imperv	C ₂	C ₁₀₀	Q ₂ (cfs)	Q ₁₀₀ (cfs)	Outfall
C1	0.28	2	0.01	0.13	0.00	0.26	Pond A
C2	0.13	60	0.43	0.58	0.17	0.66	Pond A
C3	0.24	75	0.58	0.69	0.43	1.53	Pond A
C4	0.92	75	0.58	0.69	1.34	4.72	Pond B
C5	0.13	2	0.01	0.13	0.00	0.14	Pond B
OS-1	0.43	25	0.14	0.30	0.17	1.08	Offsite
OS-2	0.11	25	0.14	0.30	0.04	0.24	Offsite
EX01	0.38	2.0	0.01	0.13	0.00	0.33	Existing NW
EX02	1.75	2.0	0.01	0.13	0.01	1.02	Existing NE

Storm Sewers

- **Storm Line A** – This system collects runoff from the catchments C2 and C3 via two 5' type R inlets. It ultimately conveys all this water to proposed infiltration pond A.

The proposed drainage system for the project was sized based on the 100-year, 1-hour flows from each catchment using the Rational Method workbook from the Mile High Flood Control District and checked for capacity at full depths in Hydraulic Toolbox ver. 5.2.

Table 2. Storm Sewer Piping Performance Summary				
Catchment	Q ₁₀₀ cfs (Sum)	Pipe Size	Capacity cfs	Description – Pipe Slope
C3	1.53	18"	4.55	Storm Line A – 0.25%
C2	2.19	18"	4.55	Storm Line A – 0.25%
C1	2.45	18"	28.8	Storm Line A – 1.00%
C4	5.58	24"	9.10	Storm Line B – 1.00%

B. Infiltration Ponds

Northridge Estates will utilize two infiltration ponds to help mitigate runoff from the developed site. Storage capacity was determined using EPA SWMM ver. 5.2.4.

Table 6 summarizes volumes for the proposed infiltration ponds as part of the project:

Table 3. Infiltration Facility Summaries 100 yr and 2yr – 1 hour (i=3.0 in/hr) *						Time to Drain based on rate of 3.0 in/hr (hrs)
Facility	Depth ₁₀₀	HGL ₁₀₀	Freeboard (ft)	100 Year, 1 Hour Event		
				Storage Required (AF)	Storage Provided (AF)	
Northridge “Pond A”	2.53	4554.97	0.67	0.18	0.25	10.1
Northridge “Pond B”	3.02	4539.42	0.48	0.24	0.30	12.1
Facility	Depth ₂	HGL ₂	Freeboard (ft)	2 year, 1 Hour Event		Time to Drain Based on rate of 3.0* in/hr (hrs)
				Storage Required (AF)	Storage Provided (AF)	
Northridge “Pond A”	0.75	4553.61	2.45	0.006	0.25	3
Northridge “Pond B”	0.84	4537.24	2.36	0.002	0.30	3.4

*3" per hour infiltration is assumed based on other tests in the area and will be confirmed after ponds are excavated.

Per the table above, the ponds detain the full amount of the minor and major storm event runoff. Time to infiltrate is, at maximum, for Pond 'B' for 100 year storm, 12 hours.



V. Sediment/Erosion Control

A separate Storm Water Management Plan (SWMP) will be prepared for the site in accordance with the Stormwater Discharge Permit for Colorado Department of Public Health and Environment. The SWMP will include more detailed information on the sediment and erosion control items for this project. Temporary BMP's have been included in the plans for this development. At a minimum, the following temporary BMP's will be installed and maintained to control on-site erosion and prevent sediment from traveling off-site during construction:

- Silt Fence – a woven synthetic fabric that filters runoff. The silt fence is a temporary barrier that is placed at the base of a disturbed area.
- Vehicle Tracking Control – a stabilized stone pad located at points of ingress and egress on a construction site. The stone pad is designed to reduce the amount of mud transported onto public roads by construction traffic.
- Straw Wattles – wattles act as a sediment filter in swales around inlets. They are a temporary BMP and require proper installation and maintenance to ensure their performance.
- Inlet Protection – acts as a sediment filter. It is a temporary BMP and requires proper installation and maintenance to ensure their performance.

The contractor shall store all construction materials and equipment and shall provide maintenance and fueling of equipment in confined areas on-site from which runoff will be contained and filtered. The temporary Best Management Practices (BMP's) will be inspected by the contractor at a minimum of once every two weeks and after each significant storm event.

VI. Conclusions

A. Compliance with Standards

Storm drainage calculations have followed the guidelines provided by the Colorado Floodplain Stormwater Criteria Drainage Concept.

The drainage system has been designed to convey the runoff to the designated design points and the proposed infiltration ponds in an effective and safe manner to mitigate runoff generated from the development. No negative impacts are expected from this development as all runoff is detained from the developed site.



VII. Certification

"I hereby attest that this report for the *Northridge Estates* development, located in *Wiggins, CO*, was prepared by me, or under my direct supervision, for the responsible parties thereof. I understand the City of Wiggins does not and shall not assume liability for drainage facilities designed by others.

<sealed with final acceptance>

Justin Beckner
Registered Professional Engineer
State of Colorado No. 40968

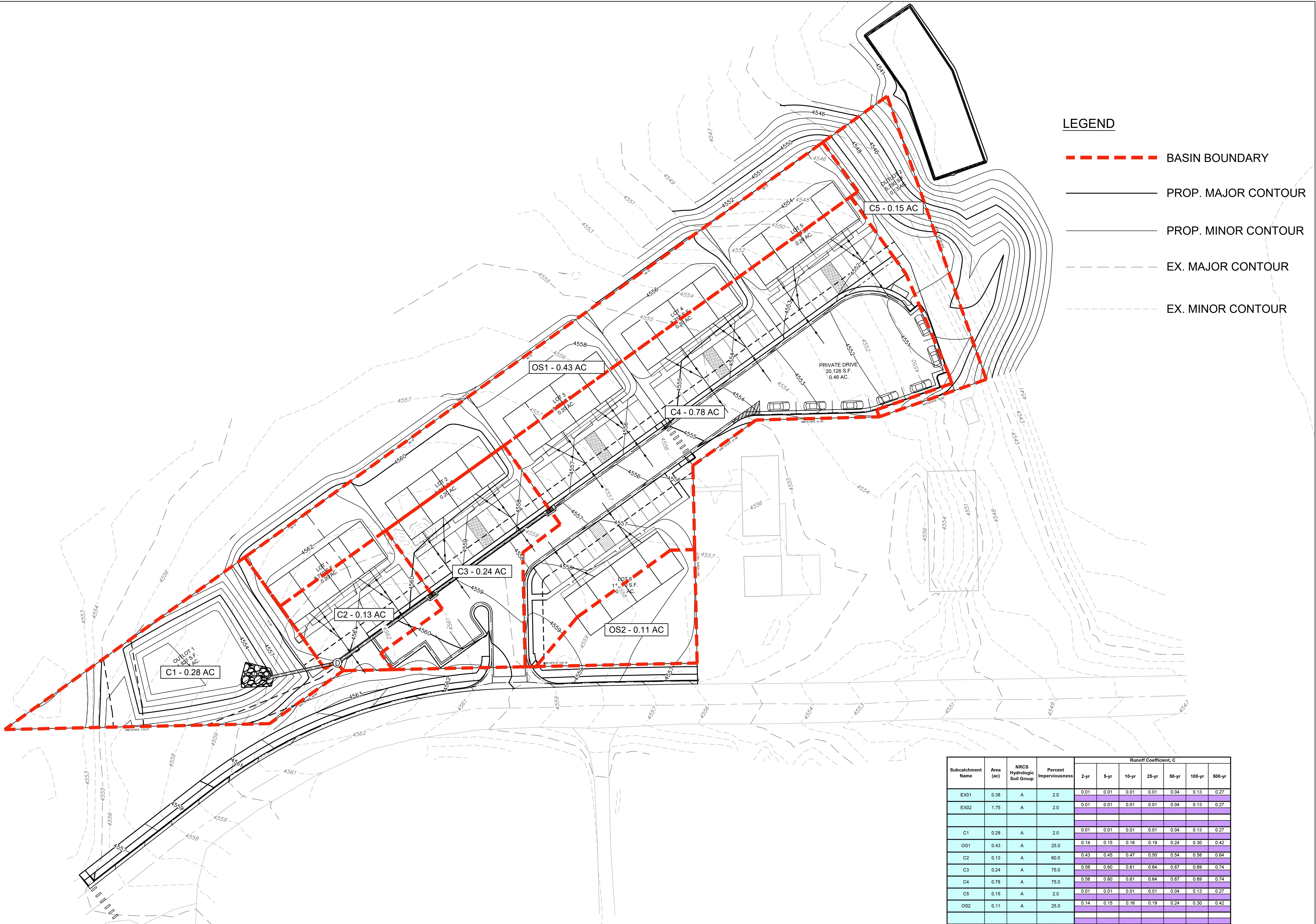
VIII. References

1. Colorado Floodplain and Stormwater Criteria Manual, Colorado Water Conservation Board, Denver, Colorado, September 30th, 2008
2. Urban Storm Drainage Criteria Manuals 2 and 3, Mile High Flood District, Denver, Colorado, November 2010 as currently (Oct 2019) amended.
3. Urban Storm Drainage Criteria Manuals 2 and 3, Urban Drainage and Flood Control District, Denver, Colorado, November 2010 as currently (Feb 2018) amended.
4. Storm Water Management Model, Reference Manual Volume I, Hydrology, U.S. Environmental Protection Agency, January 2016.
5. Storm Water Management Model, Reference Manual Volume II, Hydraulics, U.S. Environmental Protection Agency, May 2017.



APPENDIX A – DRAINAGE PLAN MAPS

I:\Cadd\Projects\2022\220201 - Northridge Estates\Drawings\AutoCAD\220201 PR DRAINAGE.dwg | 12/13/2023 2:56 PM |



1807 Capitol Avenue
Suite 206
Cheyenne, WY 82001
(307) 514-1012
CivilWorxeng.com



NORTHRIDGE ESTATES DRAINAGE PLAN MAP

WIGGINS, CO

02/05/2024



APPENDIX B – RUNOFF & DRAINAGE CALCULATIONS

- MHFD Rational Workbook
- MHFD Inlet Capacities
- Hydraulic Toolbox – Pipe Sizing Report
- SWMM Report

Calculation of Peak Runoff using Rational Method

Designer: CMJ
Company: CiviWorx
Date: 12/13/2023
Project: Northridge Estates
Location: Wagons, CO

Version 2.00 released May 2017
Cells of this color are for required user-input
Cells of this color are for optional override values
Cells of this color are for calculated results based on overrides

$$t_c = \frac{0.395(1.1 - C_p)\sqrt{L_1}}{S^{0.37}}$$
$$t_c = \frac{L_1}{60K\sqrt{S_1}} = \frac{L_1}{60V_1}$$

Computed $t_c = t_c + t_e$
Regional $t_c = (26 - 17I) + \frac{L_1}{60(1.4I + 9)\sqrt{S_1}}$

$t_{\text{minimum}} = 5$ (urban)
 $t_{\text{minimum}} = 10$ (non-urban)
Selected $t_c = \max(t_{\text{minimum}}, \min(\text{Computed } t_c, \text{Regional } t_c))$

Select UDFCD location for NOAA Atlas 14 Rainfall Depths from the pull-down list OR enter your own depths obtained from the NOAA website (click this link)
1-hour rainfall depth, P1 (in) =

2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
0.92	1.21	1.48	1.91	2.29	2.70	3.80

Rainfall Intensity Equation Coefficients =

a	b	c
28.50	10.00	0.786

 $I(in/hr) = \frac{a + P_1}{(b + t_c)^c}$
 $Q(cfs) = CIA$

Subcatchment Name	Area (ac)	NRCS Hydrologic Soil Group	Percent Imperviousness	Runoff Coefficient, C							Overland (Initial) Flow Time				Channelized (Travel) Flow Time						Time of Concentration			Rainfall Intensity, I (in/hr)								Peak Flow, Q (cfs)							
				2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr	Overland Flow Length L ₁ (ft)	U/S Elevation (ft) (Optional)	D/S Elevation (ft) (Optional)	Overland Flow Slope S ₁ (ft/ft)	Overland Flow Time t ₁ (min)	Channelized Flow Length L ₂ (ft)	U/S Elevation (ft) (Optional)	D/S Elevation (ft) (Optional)	Channelized Flow Slope S ₂ (ft/ft)	NRCS Conveyance Factor K	Channelized Flow Velocity V ₁ (ft/sec)	Channelized Flow Time t ₂ (min)	Computed t _c (min)	Regional t _c (min)	Selected t _c (min)	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yr
EX01	0.38	A	2.0	0.01	0.01	0.01	0.01	0.04	0.13	0.27	110.00			0.055	11.80	0.00			0.055	2.5	0.59	0.00	11.80	25.66	11.80	2.34	3.06	3.74	4.83	5.79	6.83	9.61	0.00	0.01	0.01	0.02	0.09	0.33	0.97
EX02	1.75	A	2.0	0.01	0.01	0.01	0.01	0.04	0.13	0.27	450.00			0.040	26.52	0.00			0.040	2.5	0.50	0.00	26.52	25.66	25.66	1.59	2.08	2.54	3.28	3.93	4.64	6.53	0.01	0.02	0.03	0.06	0.29	1.02	3.05
C1	0.28	A	2.0	0.01	0.01	0.01	0.01	0.04	0.13	0.27	40.00			0.250	4.32	63.00			0.040	15	3.00	0.35	4.67	26.23	10.00	2.50	3.27	4.00	5.17	6.20	7.30	10.28	0.00	0.01	0.01	0.02	0.07	0.26	0.77
OS1	0.43	A	25.0	0.14	0.15	0.16	0.19	0.24	0.30	0.42	25.00			0.020	6.85	40.00			0.020	15	2.12	0.31	7.16	22.13	7.16	2.92	3.69	4.52	5.63	6.99	8.24	11.60	0.17	0.23	0.31	0.47	0.72	1.08	2.07
C2	0.13	A	60.0	0.43	0.45	0.47	0.50	0.54	0.58	0.64	45.00			0.030	5.49	45.00			0.020	20	2.83	0.27	5.75	16.10	5.75	3.02	3.95	4.83	6.23	7.47	8.81	12.40	0.17	0.23	0.29	0.40	0.52	0.66	1.03
C3	0.24	A	75.0	0.58	0.60	0.61	0.64	0.67	0.69	0.74	45.00			0.030	4.24	95.00			0.020	20	2.83	0.56	4.80	13.82	5.00	3.13	4.10	5.02	6.48	7.77	9.18	12.89	0.43	0.59	0.74	0.99	1.24	1.53	2.28
C4	0.78	A	75.0	0.58	0.60	0.61	0.64	0.67	0.69	0.74	45.00			0.030	4.24	294.00			0.020	20	2.83	1.73	5.98	15.03	5.98	2.98	3.91	4.78	6.17	7.39	8.72	12.27	1.34	1.82	2.28	3.08	3.84	4.72	7.06
C5	0.15	A	2.0	0.01	0.01	0.01	0.01	0.04	0.13	0.27	23.00			0.250	3.28	75.00			0.097	15	4.67	0.27	3.54	26.09	10.00	2.50	3.27	4.00	5.17	6.20	7.30	10.28	0.00	0.00	0.00	0.01	0.04	0.14	0.41
OS2	0.11	A	25.0	0.14	0.15	0.16	0.19	0.24	0.30	0.42	55.00			0.020	10.15	0.00			0.020	15	2.12	0.00	10.15	21.75	10.15	2.48	3.25	3.98	5.14	6.16	7.26	10.22	0.04	0.05	0.07	0.11	0.16	0.24	0.47

INLET MANAGEMENT

Worksheet Protected

INLET NAME	ST.4	ST.3
Site Type (Urban or Rural)	URBAN	URBAN
Inlet Application (Street or Area)	STREET	STREET
Hydraulic Condition	On Grade	On Grade
Inlet Type		

USER-DEFINED INPUT

User-Defined Design Flows		
Minor Q_{known} (cfs)	0.2	0.5
Major Q_{known} (cfs)	0.8	1.8
Bypass (Carry-Over) Flow from Upstream		
Receive Bypass Flow from:	No Bypass Flow Received	No Bypass Flow Received
Minor Bypass Flow Received, Q_b (cfs)	0.0	0.0
Major Bypass Flow Received, Q_b (cfs)	0.0	0.0
Watershed Characteristics		
Subcatchment Area (acres)	0.13	0.24
Percent Impervious	75	75
NRCS Soil Type	A	A
Watershed Profile		
Overland Slope (ft/ft)	0.020	0.020
Overland Length (ft)	50	50
Channel Slope (ft/ft)	0.008	0.007
Channel Length (ft)	804	860
Minor Storm Rainfall Input		
Design Storm Return Period, T_r (years)		
One-Hour Precipitation, P_1 (inches)		
C_1		
C_2		
C_3		
User-defined C		
User-defined 5-yr C_5		
User-defined T_c		
Major Storm Rainfall Input		
Design Storm Return Period, T_r (years)		
One-Hour Precipitation, P_1 (inches)		
C_1		
C_2		
C_3		
User-defined C		
User-defined 5-yr C_5		
User-defined T_c		

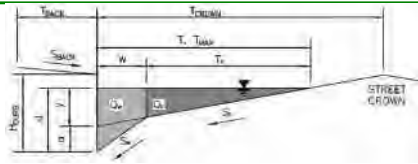
CALCULATED OUTPUT

Minor Total Design Peak Flow, Q (cfs)	0.2	0.5
Major Total Design Peak Flow, Q (cfs)	0.8	1.8
Minor Flow Bypassed Downstream, Q_b (cfs)		
Major Flow Bypassed Downstream, Q_b (cfs)		

ALLOWABLE CAPACITY FOR ONE-HALF OF STREET (Minor & Major Storm)

(Based on Regulated Criteria for Maximum Allowable Flow Depth and Spread)

Project:

Inlet ID: **ST.3****Gutter Geometry:**

Maximum Allowable Width for Spread Behind Curb

Side Slope Behind Curb (leave blank for no conveyance credit behind curb)

Manning's Roughness Behind Curb (typically between 0.012 and 0.020)

Height of Curb at Gutter Flow Line

Distance from Curb Face to Street Crown

Gutter Width

Street Transverse Slope

Gutter Cross Slope (typically 2 inches over 24 inches or 0.083 ft/ft)

Street Longitudinal Slope - Enter 0 for sump condition

Manning's Roughness for Street Section (typically between 0.012 and 0.020)

T_{BACK}	13.0	ft
S_{BACK}	0.020	ft/ft
n_{BACK}	0.018	

H_{CURB}	4.00	inches
T_{CROWN}	19.5	ft
W	2.00	ft
S_x	0.020	ft/ft
S_w	0.042	ft/ft
S_o	0.020	ft/ft
n_{STREET}	0.015	

Max. Allowable Spread for Minor & Major Storm

Max. Allowable Depth at Gutter Flowline for Minor & Major Storm

Allow Flow Depth at Street Crown (check box for yes, leave blank for no)

	Minor Storm	Major Storm	
T_{MAX}	15.8	19.5	ft
d_{MAX}	4.0	12.0	inches
	<input type="checkbox"/>	<input type="checkbox"/>	

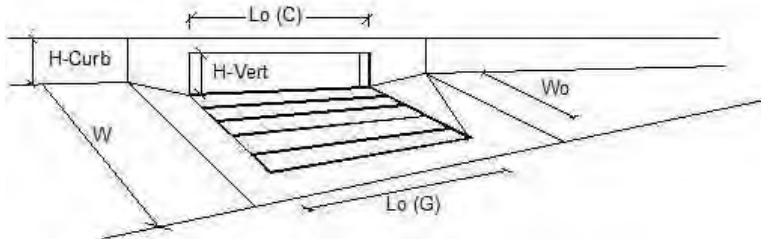
MINOR STORM Allowable Capacity is based on Depth Criterion

MAJOR STORM Allowable Capacity is based on Spread Criterion

	Minor Storm	Major Storm	
Q_{allow}	10.1	22.5	cfs

Minor storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'**Major storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'****INLET ON A CONTINUOUS GRADE**

MHFD-Inlet, Version 5.01 (April 2021)

**Design Information (Input)**

Type of Inlet

CDOT Type R Curb Opening

Local Depression (additional to continuous gutter depression 'a')

Total Number of Units in the Inlet (Grate or Curb Opening)

Length of a Single Unit Inlet (Grate or Curb Opening)

Width of a Unit Grate (cannot be greater than W, Gutter Width)

Clogging Factor for a Single Unit Grate (typical min. value = 0.5)

Clogging Factor for a Single Unit Curb Opening (typical min. value = 0.1)

	MINOR	MAJOR	
Type =	CDOT Type R Curb Opening		
a_{LOCAL}	5.0	5.0	inches
No	1	1	
L_o	5.00	5.00	ft
W_o	N/A	N/A	ft
C_r-G	N/A	N/A	
$C-C$	0.10	0.10	

Street Hydraulics: OK - Q < Allowable Street Capacity

Total Inlet Interception Capacity

Total Inlet Carry-Over Flow (flow bypassing inlet)

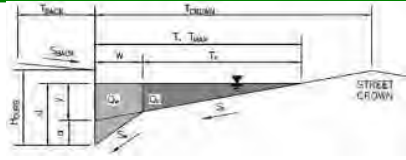
Capture Percentage = Q_i/Q_o =

	MINOR	MAJOR	
Q	0.5	1.6	cfs
Q_o	0.0	0.2	cfs
$C\%$	100	89	%

ALLOWABLE CAPACITY FOR ONE-HALF OF STREET (Minor & Major Storm)

(Based on Regulated Criteria for Maximum Allowable Flow Depth and Spread)

Project:

Inlet ID: **ST.4****Gutter Geometry:**

Maximum Allowable Width for Spread Behind Curb

Side Slope Behind Curb (leave blank for no conveyance credit behind curb)

Manning's Roughness Behind Curb (typically between 0.012 and 0.020)

Height of Curb at Gutter Flow Line

Distance from Curb Face to Street Crown

Gutter Width

Street Transverse Slope

Gutter Cross Slope (typically 2 inches over 24 inches or 0.083 ft/ft)

Street Longitudinal Slope - Enter 0 for sump condition

Manning's Roughness for Street Section (typically between 0.012 and 0.020)

T_{BACK}	=	13.0	ft
S_{BACK}	=	0.020	ft/ft
n_{BACK}	=	0.018	

H_{CURB}	=	4.00	inches
T_{CROWN}	=	19.5	ft
W	=	2.00	ft
S_X	=	0.020	ft/ft
S_W	=	0.042	ft/ft
S_0	=	0.020	ft/ft
n_{STREET}	=	0.015	

Max. Allowable Spread for Minor & Major Storm

Max. Allowable Depth at Gutter Flowline for Minor & Major Storm

Allow Flow Depth at Street Crown (check box for yes, leave blank for no)

	Minor Storm	Major Storm	
T_{MAX}	=	15.8	19.5
d_{MAX}	=	4.0	12.0
		<input type="checkbox"/>	<input type="checkbox"/>

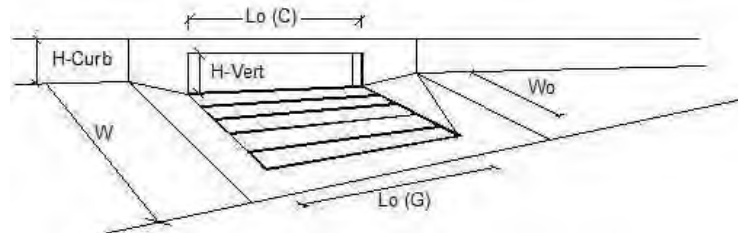
MINOR STORM Allowable Capacity is based on Depth Criterion

MAJOR STORM Allowable Capacity is based on Spread Criterion

	Minor Storm	Major Storm	
Q_{allow}	=	10.1	22.5
			cfs

Minor storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'**Major storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'****INLET ON A CONTINUOUS GRADE**

MHFD-Inlet, Version 5.01 (April 2021)

**Design Information (Input)**Type of Inlet:

Local Depression (additional to continuous gutter depression 'a')

Total Number of Units in the Inlet (Grate or Curb Opening)

Length of a Single Unit Inlet (Grate or Curb Opening)

Width of a Unit Grate (cannot be greater than W, Gutter Width)

Clogging Factor for a Single Unit Grate (typical min. value = 0.5)

Clogging Factor for a Single Unit Curb Opening (typical min. value = 0.1)

Street Hydraulics: OK - $Q < \text{Allowable Street Capacity}$

Total Inlet Interception Capacity

Total Inlet Carry-Over Flow (flow bypassing inlet)

Capture Percentage = Q_i/Q_o =

	MINOR	MAJOR	
Type =	CDOT Type R Curb Opening		
a_{LOCAL}	=	5.0	5.0
N_o	=	1	1
L_o	=	5.00	5.00
W_o	=	N/A	N/A
C_r-G	=	N/A	N/A
C_r-C	=	0.10	0.10
Q	=	0.2	0.8
Q_o	=	0.0	0.0
$C\%$	=	100	100
			cfs
			cfs
			%

Hydraulic Analysis Report

Project Data

Project Title: Northridge Pipes

Designer:

Project Date: Monday, December 11, 2023

Project Units: U.S. Customary Units

Notes:

Channel Analysis: PIPE - BASIN C3

Notes:

Input Parameters

Channel Type: Circular

Pipe Diameter 1.50 ft

Longitudinal Slope: 0.0025 ft/ft

Manning's n: 0.0150

Depth 1.5000 ft

Result Parameters

Flow 4.5519 cfs

Area of Flow 1.7671 ft²

Wetted Perimeter 4.7124 ft

Hydraulic Radius 0.3750 ft

Average Velocity 2.5758 ft/s

Top Width 0.0000 ft

Froude Number: 0.0000

Critical Depth 0.8188 ft

Critical Velocity 4.6132 ft/s

Critical Slope: 0.0075 ft/ft

Critical Top Width 1.49 ft

Calculated Max Shear Stress 0.2340 lb/ft²

Calculated Avg Shear Stress 0.0585 lb/ft²

Channel Analysis: PIPE - BASIN C2

Notes:

Input Parameters

Channel Type: Circular

Pipe Diameter 1.50 ft

Longitudinal Slope: 0.0025 ft/ft

Manning's n: 0.0150

Depth 1.5000 ft

Result Parameters

Flow 4.5519 cfs

Area of Flow 1.7671 ft²

Wetted Perimeter 4.7124 ft

Hydraulic Radius 0.3750 ft

Average Velocity 2.5758 ft/s

Top Width 0.0000 ft

Froude Number: 0.0000

Critical Depth 0.8188 ft

Critical Velocity 4.6132 ft/s

Critical Slope: 0.0075 ft/ft

Critical Top Width 1.49 ft

Calculated Max Shear Stress 0.2340 lb/ft²

Calculated Avg Shear Stress 0.0585 lb/ft²

Channel Analysis: PIPE - WEST POND

Notes:

Input Parameters

Channel Type: Circular

Pipe Diameter 1.50 ft

Longitudinal Slope: 0.1000 ft/ft

Manning's n: 0.0150

Depth 1.5000 ft

Result Parameters

Flow 28.7886 cfs

Area of Flow 1.7671 ft²

Wetted Perimeter 4.7124 ft

Hydraulic Radius 0.3750 ft

Average Velocity 16.2910 ft/s

Top Width 0.0000 ft

Froude Number: 0.0000

Critical Depth 1.4923 ft

Critical Velocity 16.3012 ft/s

Critical Slope: 0.0942 ft/ft

Critical Top Width 0.21 ft

Calculated Max Shear Stress 9.3600 lb/ft²

Calculated Avg Shear Stress 2.3400 lb/ft²

Channel Analysis: PIPE - BASIN C4

Notes:

Input Parameters

Channel Type: Circular

Pipe Diameter 1.50 ft

Longitudinal Slope: 0.0100 ft/ft

Manning's n: 0.0150

Depth 1.5000 ft

Result Parameters

Flow 9.1038 cfs

Area of Flow 1.7671 ft²

Wetted Perimeter 4.7124 ft

Hydraulic Radius 0.3750 ft

Average Velocity 5.1517 ft/s

Top Width 0.0000 ft

Froude Number: 0.0000

Critical Depth 1.1667 ft

Critical Velocity 6.1727 ft/s

Critical Slope: 0.0111 ft/ft

Critical Top Width 1.25 ft

Calculated Max Shear Stress 0.9360 lb/ft²

Calculated Avg Shear Stress 0.2340 lb/ft²

EPA STORM WATER MANAGEMENT MODEL - VERSION 5.2 (Build 5.2.2)

WARNING 01: wet weather time step reduced to recording interval for
Rain Gage 1

WARNING 10: crest elevation raised to downstream invert for regulator
Link 10

WARNING 10: crest elevation raised to downstream invert for regulator
Link 11

Analysis Options

Flow Units CFS

Process Models:

Rainfall/Runoff YES

RDII NO

Snowmelt NO

Groundwater NO

Flow Routing YES

Ponding Allowed NO

Water Quality NO

Infiltration Method HORTON

Flow Routing Method DYNWAVE

Surcharge Method EXTRAN

Starting Date 05/17/2023 00:00:00

Ending Date 05/17/2023 06:00:00

Antecedent Dry Days 0.0

Report Time Step 00:15:00

Wet Time Step 00:01:00

Dry Time Step 01:00:00

Routing Time Step 20.00 sec

Variable Time Step YES

Maximum Trials 8

Number of Threads 1

Head Tolerance 0.005000 ft

*****	Volume	Depth
Runoff Quantity Continuity	acre-feet	inches
*****	-----	-----
Total Precipitation	0.567	4.277
Evaporation Loss	0.000	0.000
Infiltration Loss	0.079	0.598
Surface Runoff	0.486	3.665
Final Storage	0.003	0.021
Continuity Error (%)	-0.151	

*****	Volume	Volume
Flow Routing Continuity	acre-feet	10^6 gal
*****	-----	-----
Dry Weather Inflow	0.000	0.000

Wet Weather Inflow	0.485	0.158
Groundwater Inflow	0.000	0.000
RDII Inflow	0.000	0.000
External Inflow	0.000	0.000
External Outflow	0.000	0.000
Flooding Loss	0.000	0.000
Evaporation Loss	0.000	0.000
Exfiltration Loss	0.000	0.000
Initial Stored Volume	0.000	0.000
Final Stored Volume	0.488	0.159
Continuity Error (%)	-0.626	

Highest Continuity Errors

Node PONDB (9.64%)

Node POND-A (2.09%)

Node 10 (1.29%)

Time-Step Critical Elements

Link 19 (22.19%)

Link 18 (10.25%)

Highest Flow Instability Indexes

All links are stable.

Most Frequent Nonconverging Nodes

Node 9 (0.08%)

Node b2 (0.08%)

Node A (0.08%)

Routing Time Step Summary

Minimum Time Step	:	1.62 sec
Average Time Step	:	16.53 sec
Maximum Time Step	:	20.00 sec
% of Time in Steady State	:	0.00
Average Iterations per Step	:	2.01
% of Steps Not Converging	:	0.08
Time Step Frequencies	:	
20.000 - 9.564 sec	:	80.86 %
9.564 - 4.573 sec	:	19.07 %

4.573 - 2.187 sec : 0.00 %
 2.187 - 1.046 sec : 0.08 %
 1.046 - 0.500 sec : 0.00 %

 Subcatchment Runoff Summary

Imperv	Perv	Total Precip Runoff in in	Total Runon Runoff in 10^6 gal	Peak Runoff in CFS	Total Runoff Evap Coeff in	Total Infil in
C3		4.28	0.00	0.00	0.30	
3.19	0.77	3.96	0.03	1.65	0.925	
C2		4.28	0.00	0.00	0.49	
2.56	1.22	3.78	0.01	0.82	0.884	
C4		4.28	0.00	0.00	0.32	
3.19	0.75	3.93	0.09	5.10	0.920	
C1		4.28	0.00	0.00	1.26	
0.09	2.93	3.02	0.02	1.19	0.706	
C5		4.28	0.00	0.00	1.56	
0.09	2.63	2.72	0.01	0.40	0.635	

 Node Depth Summary

Reported Max Depth Node Feet	Type	Average Depth Feet	Maximum Depth Feet	Maximum HGL Feet	Time of Max Occurrence days hr:min
ST.3	JUNCTION	0.05	0.24	4557.35	0 00:11
0.23					
ST.4	JUNCTION	0.03	0.12	4559.43	0 00:11
0.12					
9	JUNCTION	0.35	0.51	4555.13	0 00:12
0.49					
10	JUNCTION	0.51	0.60	4554.98	0 01:11
0.60					

B1	JUNCTION	0.23	1.26	4551.58	0	00:10
0.96						
15	JUNCTION	0.08	0.27	4560.67	0	00:08
0.26						
16	JUNCTION	0.09	0.31	4558.46	0	00:07
0.29						
b2	OUTFALL	0.00	0.00	4540.00	0	00:00
0.00						
A	OUTFALL	0.00	0.00	4556.00	0	00:00
0.00						
POND-A	STORAGE	1.82	2.11	4554.97	0	06:00
2.11						
PONDB	STORAGE	2.55	3.02	4539.42	0	06:00
3.02						

Node Inflow Summary

			Maximum	Maximum			
Lateral	Total	Flow	Lateral	Total	Time of Max		
Inflow	Inflow	Balance	Inflow	Inflow	Occurrence		
Volume	Volume	Error					
Node		Type	CFS	CFS	days	hr:min	10^6
gal	10^6 gal	Percent					
ST.3		JUNCTION	0.00	1.81	0	00:09	
0	0.0276	0.072					
ST.4		JUNCTION	0.00	0.82	0	00:10	
0	0.0133	0.060					
9		JUNCTION	0.00	1.78	0	00:11	
0	0.0278	0.461					
10		JUNCTION	0.00	2.46	0	00:12	
0	0.0396	1.308					
B1		JUNCTION	5.24	5.24	0	00:12	
0.0961	0.0961	-0.944					
15		JUNCTION	0.82	0.82	0	00:10	
0.0133	0.0133	0.000					
16		JUNCTION	1.65	1.79	0	00:10	
0.0257	0.0276	-0.007					
b2		OUTFALL	0.00	0.00	0	00:00	
0	0	0.000 gal					
A		OUTFALL	0.00	0.00	0	00:00	
0	0	0.000 gal					
POND-A		STORAGE	1.19	3.51	0	00:13	
0.023	0.0619	2.135					
PONDB		STORAGE	0.00	5.69	0	00:13	
0	0.097	10.666					

Node Surcharge Summary

No nodes were surcharged.

Node Flooding Summary

No nodes were flooded.

Storage Volume Summary

Time of Max Occurrence		Average	Avg	Evap	Exfil	Maximum	Max
Storage Unit		Volume	Pcnt	Pcnt	Pcnt	Volume	Pcnt
days hr:min	CFS	1000 ft ³	Full	Loss	Loss	1000 ft ³	Full
POND-A		6.788	2.6	0.0	0.0	8.030	3.1
0 06:00	0.08						
PONDB		9.880	72.6	0.0	0.0	11.719	86.1
0 06:00	0.00						

Outfall Loading Summary

Outfall Node	Flow Freq Pcnt	Avg Flow CFS	Max Flow CFS	Total Volume 10 ⁶ gal
b2	0.00	0.00	0.00	0.000
A	0.00	0.00	0.00	0.000
System	0.00	0.00	0.00	0.000

Street Flow Summary

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Peak      Avg.      Bypass      Back      Peak      Peak
Flow      Flow      Flow      Peak      Maximum    Maximum
Flow      Flow      Flow      Flow      Capture    Bypass
Inlet      Capture  Capture      Freq      Freq      / Inlet      Inlet
Street      Conduit      CFS      ft      ft      Design      Flow
Location    Count      Pcnt      Pcnt      Pcnt      Pcnt      CFS      CFS
-----
-----
A1          0.144      3.770      0.212
18          0.821      2.841      0.194
19          1.806      6.623      0.269

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*****
Link Flow Summary
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Max/
Max/
Full
Link
Depth
Type
CFS
days hr:min
ft/sec
Full
Flow
-----
-----
PA1-A2      CONDUIT      1.79      0  00:12      3.85      0.26
0.32
P-A2-POND   CONDUIT      2.48      0  00:11      9.44      0.17
0.70
16          CONDUIT      5.69      0  00:13      1.75      0.03
0.42
A1          CONDUIT      0.14      0  00:11      0.59      0.00
0.31
18          CONDUIT      0.82      0  00:10      5.83      0.02
0.29
19          CONDUIT      1.81      0  00:09      6.50      0.05
0.40
INLET_A2    ORIFICE      1.78      0  00:11
0.48
INLET_A1    ORIFICE      0.67      0  00:11
0.25
10          WEIR         0.00      0  00:00
0.00
11          WEIR         0.00      0  00:00
0.00

```

Class		Adjusted	Fraction of Time in Flow						
		/Actual	Up		Down	Sub	Sup	Up	Down
Norm	Inlet	Length	Dry	Dry	Dry	Crit	Crit	Crit	Crit
Ltd	Ctrl								
0.04	0.00	1.00	0.01	0.00	0.00	0.86	0.12	0.00	0.00
0.11	0.00	1.00	0.01	0.00	0.00	0.95	0.04	0.00	0.00
0.16	0.00	1.00	0.01	0.00	0.00	0.98	0.00	0.00	0.00
0.95	0.00	1.00	0.01	0.20	0.00	0.79	0.00	0.00	0.00
0.18	0.00	1.00	0.01	0.00	0.00	0.66	0.33	0.00	0.00
0.23	0.00	1.00	0.01	0.00	0.00	0.49	0.50	0.00	0.00
0.38	0.00								

Hours	Hours Full	Hours Above Full
Capacity Conduit Limited	Both Ends Upstream	Dnstream Normal Flow
P-A2-POND	0.01	0.01
0.01	0.01	5.35

0113



APPENDIX C – GEOTECHNICAL INFORMATION

- NRCS Soils Report

Morgan County, Colorado

BIA—Bijou loamy sand, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 3pvt

Elevation: 4,400 to 6,000 feet

Mean annual precipitation: 14 inches

Mean annual air temperature: 46 to 52 degrees F

Frost-free period: 140 to 180 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Bijou and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bijou

Setting

Landform: Stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Noncalcareous alluvium derived from arkose

Typical profile

H1 - 0 to 15 inches: loamy sand

H2 - 15 to 52 inches: coarse sandy loam

H3 - 52 to 60 inches: loamy coarse sand

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High
(2.00 to 6.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Available water supply, 0 to 60 inches: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): 3e

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

Ecological site: R067BY024CO - Sandy Plains

Hydric soil rating: No

Minor Components

Altvan

Percent of map unit: 6 percent

Hydric soil rating: No

Bankard

Percent of map unit: 4 percent

Hydric soil rating: No

Data Source Information

Soil Survey Area: Morgan County, Colorado

Survey Area Data: Version 24, Aug 24, 2023

Morgan County, Colorado

VcD—Valent sand, 3 to 9 percent slopes

Map Unit Setting

National map unit symbol: 2tczf

Elevation: 3,050 to 5,150 feet

Mean annual precipitation: 12 to 18 inches

Mean annual air temperature: 48 to 55 degrees F

Frost-free period: 130 to 180 days

Farmland classification: Not prime farmland

Map Unit Composition

Valent and similar soils: 80 percent

Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Valent

Setting

Landform: Dunes, hills

Landform position (two-dimensional): Summit, shoulder, backslope, footslope

Landform position (three-dimensional): Side slope, crest, head slope, nose slope

Down-slope shape: Convex, linear

Across-slope shape: Convex, linear

Parent material: Noncalcareous eolian sands

Typical profile

A - 0 to 5 inches: sand

AC - 5 to 12 inches: sand

C1 - 12 to 30 inches: sand

C2 - 30 to 80 inches: sand

Properties and qualities

Slope: 3 to 9 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Excessively drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 39.96 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 1 percent

Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)

Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: A
Ecological site: R067BY015CO - Deep Sand, R072XY109KS -
Rolling Sands
Hydric soil rating: No

Minor Components

Dailey

Percent of map unit: 10 percent
Landform: Interdunes
Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R067BY015CO - Deep Sand, R072XA021KS -
Sands (North) (PE 16-20)
Hydric soil rating: No

Vona

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Shoulder, backslope,
footslope
Landform position (three-dimensional): Head slope, nose slope,
side slope, base slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R072XA022KS - Sandy (North) Draft (April 2010)
(PE 16-20), R067BY024CO - Sandy Plains
Hydric soil rating: No

Haxtun

Percent of map unit: 5 percent
Landform: Interdunes
Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R067BY024CO - Sandy Plains, R072XY111KS -
Sandy Plains
Hydric soil rating: No

Data Source Information

Soil Survey Area: Morgan County, Colorado
Survey Area Data: Version 24, Aug 24, 2023

Morgan County, Colorado

Ve—Valent-Dwyer sands, terrace, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2yvr7

Elevation: 4,100 to 4,800 feet

Mean annual precipitation: 12 to 17 inches

Mean annual air temperature: 46 to 52 degrees F

Frost-free period: 130 to 155 days

Farmland classification: Not prime farmland

Map Unit Composition

Valent and similar soils: 45 percent

Dwyer and similar soils: 44 percent

Minor components: 11 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Valent

Setting

Landform: Sand sheets on stream terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Wind-reworked, noncalcareous sandy alluvium

Typical profile

Ap - 0 to 4 inches: sand

C - 4 to 80 inches: sand

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Excessively drained

Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 39.96 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 1 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: A

Ecological site: R067BY015CO - Deep Sand

Hydric soil rating: No

Description of Dwyer

Setting

Landform: Sand sheets on stream terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Wind-reworked, calcareous sandy alluvium

Typical profile

Ap - 0 to 4 inches: sand
C - 4 to 80 inches: sand

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 39.96 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Ecological site: R067BY015CO - Deep Sand
Hydric soil rating: No

Minor Components

Vona

Percent of map unit: 6 percent
Landform: Stream terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY015CO - Deep Sand
Hydric soil rating: No

Olnešt

Percent of map unit: 5 percent
Landform: Stream terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear

Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

Data Source Information

Soil Survey Area: Morgan County, Colorado
Survey Area Data: Version 24, Aug 24, 2023

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,

North Ridge Community LLC

is a

Limited Liability Company

formed or registered on 02/05/2024 under the law of Colorado, 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 20241158782 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/02/2024 that have been posted, and by documents delivered to this office electronically through 02/05/2024 @ 15:28:34 .

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 02/05/2024 @ 15:28:34 in accordance with applicable law. This certificate is assigned Confirmation Number 15724755 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
NORTH RIDGE COMMUNITY**

Name of Common Interest Community: NORTH RIDGE

Name of Owners Association: NORTH RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Declarant: HARRISON HOMES, INC

Type of Common Interest Community: PLANNED COMMUNITY

NOTICE: THIS PROJECT IS SUBJECT TO A PROPERTY MANAGEMENT PROVISION SET FORTH AT PARAGRAPH 3.8 OF THIS DECLARATION. SAID PROVISION PROVIDES THAT THE ASSOCIATION, NOT THE INDIVIDUAL OWNERS, SHALL MANAGE EACH LOT AND THE DWELLINGS LOCATED THEREON. PURCHASERS SHOULD CAREFULLY REVIEW PARAGRAPH 3.8.

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
NORTH RIDGE COMMUNITY
(A Common Interest Community)**

PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made on the date hereinafter set forth by NORTH RIDGE COMMUNITY, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of land, Lots 3, 4, 5, 6, 7, 8 in Block 1 AND Lots 2 and 3 in Block 2 of NORTH RIDGE ADDITION TO THE TOWN OF WIGGINS, COLORADO, according to the recorded plat thereof. County of Morgan, State of Colorado.

WHEREAS, this Declaration is executed pursuant to and in furtherance of a common and general plan: (i) to protect and enhance the quality, value, desirability, and attractiveness of all property that may be subject to this Declaration; (ii) to provide for an Association as a vehicle to perform certain functions for the benefit of Owners of Property which may become subject to this Declaration; (iii) to define duties, powers, and rights of the Association; and (iv) to define certain duties, powers, and rights of Owners of Property subject to this Declaration with respect to the Association and with respect to the functions undertaken by the Association.

NOW THEREFORE, Declarant for itself, its successors and assigns, hereby declares that all property herein or hereafter made subject to this Declaration, in the manner hereinafter provided, and each part thereof shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration for the duration thereof, all of which shall run with the title to such property and be binding upon all parties having any right, title, or interest in said property or any part thereof and upon their heirs, personal representatives, successors, and assigns and shall inure to the benefit of each party having any such right, title, or interest in said property or any part thereof.

ARTICLE 1 - DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration, the Articles of Incorporation or any Amendments thereto, and the Bylaws or any Amendments thereto, shall have the following meanings:

- 1.1. Act shall mean and refer to the Colorado Common Interest Ownership Act found in Title 38 of the Colorado Revised Statutes. Any reference in the Association Documents to the Act or a section of the Act shall refer to the Act as presently enacted or subsequently amended.
- 1.2. Agency shall mean any agency or corporation that purchases or insures residential mortgages.
- 1.3. Articles shall mean the Articles of Incorporation for North Ridge Community Homeowners' Association, Inc., a Colorado nonprofit corporation, and any amendments that may be made to those Articles from time to time.
- 1.4. Annual Assessment shall mean the Assessment levied pursuant to an annual budget.
- 1.5. Assessments shall mean the Annual, Special, and Default Assessments levied pursuant to the terms of this Declaration. Assessments are also referred to as a Common Expense liability as defined under the Act.
- 1.6. Association shall mean North Ridge Community Homeowners' Association, Inc., a Colorado corporation and its successors and assigns.
- 1.7. Association Documents shall mean this Declaration and any Supplemental Declaration, the Articles of Organization the Plat and any procedures, rules, regulations, Architectural Design Standards, or policies adopted under such documents by the Association.
- 1.8. Bylaws shall mean the Bylaws adopted by the Association, as amended from time to time.
- 1.9. Clerk and Recorder shall mean the office of the Clerk and Recorder in the County of Morgan, State of Colorado.
- 1.10. Common Elements shall mean all real and personal property, including water rights, and including all Common Elements as designated on the Plat, now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Elements are to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and are not dedicated for use by the general public except as indicated on the subdivision Plat and the real estate records of the Clerk and Recorder of Morgan County, Colorado. Common Elements shall be owned by the Association. In no event shall the Common Elements fail to be transferred to the Association on a date which is not later than sixty (60) days after the completion of the transfer of all Lots from the Declarant or the Declarant's successors and assigns to third party purchasers.
- Each Owner and members of the Owner's family residing on the Project may use the appurtenant Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of any of the other Owners. The Executive Board may adopt Rules and Regulations governing the use of the Common Elements, but such Rules and Regulations shall be uniform and non-discriminatory. Each Owner, by the acceptance of his or her deed or other instrument of conveyance or assignment and such Owner's guests agree to be bound by any such adopted Rules and Regulations.
- 1.11. Common Expenses shall mean: (i) all expenses expressly declared to be common expenses by this Declaration or by the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Elements; (iii) insurance premiums for the insurance required or permitted under this Declaration; (iv) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association; and (v) all expenses lawfully determined to be Common Expenses by the Executive Board. Common Expenses benefitting fewer than all the Units may, in the discretion of the Executive Board, be assessed exclusively against those Units benefitted.
- 1.12. Declaration shall mean this Declaration and the Plat and amendments and supplements to the foregoing.

- 1.13. Executive Board shall mean the governing body of the Association.
- 1.14. First Mortgage shall mean any Mortgage that is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.
- 1.15. First Mortgagee shall mean any person named as a Mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.
- 1.16. Improvements shall mean and refer to all improvements now or hereafter constructed including, without limitation, all buildings, exterior lighting, signs, benches, walks, driveways, front porches, decks, sheds, hot tubs, pools, landscaping (including pasture grass), fencing, irrigation and drainage systems (including ditches and culverts), site grading, and parking areas within the Project.
- 1.17. Lot shall mean and refer to any numbered area of land designated for separate ownership or occupancy as shown on the recorded Plat. Lot shall also mean a "Unit" as defined in C.R.S. § 38-33.3-103 as originally enacted or subsequently amended. Lot shall not include any Common Elements including outlots.
- 1.18. Manager shall mean a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Executive Board may authorize from time to time.
- 1.19. Member shall mean and refer to every person or entity that holds membership in the Association by virtue of the ownership of a Unit.
- 1.20. Mortgage shall mean any mortgage, deed of trust or other document pledging any Residential Unit or interest therein as security for payment of a debt or obligation.
- 1.21. Mortgagee shall mean any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.
- 1.22. Notice shall mean and refer to: (i) written notice hand delivered or sent by prepaid United States mail to the mailing address of a Unit or to any other mailing address designated in writing by the Unit Owner or to the last known address of the intended recipient, or (ii) notice through an Association publication which is hand delivered or sent by prepaid United States mail to the Units; or (iii) notice delivered by electronic mail to an Owner at the electronic mail address designated by the Owner.
- 1.23. Owner shall mean any person, corporation, partnership, association, contract seller, or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in a portion of one or more Lots. The term Owner shall not refer to any Mortgagee as herein defined or other person or entity having an ownership interest in any portion of a Lot merely as security for, the performance of an obligation.
- 1.24. Parcel shall mean each platted, numbered, and recorded division of vacant land as depicted on the Plat.
- 1.25. Person shall mean an individual, corporation, trust, partnership, limited liability company, Association, joint venture, government, government subdivision or agency, or other legal or commercial entity authorized by law to hold title to real property in Colorado,
- 1.26. Plat shall mean that part of this Declaration that is a land survey Plat recorded in the real estate records of Morgan County, Colorado, depicting any portion of the Property subject to this Declaration.
- 1.27. Project shall mean the common interest community created by this Declaration and as shown on the Plat.

1.28. Property shall mean the real property described in Exhibit A.

1.29. Related User shall mean any member of the family of an Owner who resides with such Owner, guests and invitees of an Owner, employees and agents of an Owner, and occupants, tenants, and contract purchasers residing in a Unit.

1.30. Rules and Regulations shall mean those rules and regulations as may be adopted by the Board of Directors for the management, preservation, safety, control and orderly operation of the Project and governing the use of the Common Elements provided, however, that such Rules and Regulations shall be uniform and non-discriminatory. Copies of all such Rules and Regulations shall be furnished to Owners prior to the time that they become effective.

1.31. Single Family shall mean an individual living alone, or any number of persons living together as a single household who are interrelated by blood, marriage, adoption or other legal custodial relationship; or not more than two (2) unrelated adults and any number of persons related to those unrelated adults by blood, adoption, guardianship or legal custodial relationship.

1.32. Successor Declarant shall mean any person or entity to whom Declarant assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

1.33. Supplemental Declaration shall mean an instrument which amends this Declaration.

1.34. Supplemental Plat shall mean a supplemental plat of the Project which depicts any change in the Project through a Supplemental Declaration.

1.35. Undefined Terms. Each term not otherwise defined in this Declaration, including the Plat, shall have the same meaning specified or used in the Act.

1.36. Unit shall have the same meaning as Lot.

ARTICLE 2 - NAME, PROPERTY SUBJECT TO THIS DECLARATION AND ALLOCATION

2.1. *Name.* The name of the Project is North Ridge Community. The Project is a planned community pursuant to the Act.

2.2. *Existing Property.* The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Morgan County, Colorado, and is more particularly described on Exhibit A.

2.3. *Expansion Property.* There is no expansion property.

2.4. *Maximum Number of Lots.* Declarant reserves the right to create up to a total of Six Lots with a total of Six Four-Plex Buildings.

2.5. *Identification of Lots.* The identification number of each Lot is shown on the Plat.

2.6. *Description of Lots.* Each Lot presently consists of surveyed and platted undeveloped vacant land.

2.7. *Allocation of Interests.* The Common Expense liability and voting in the Association are allocated to each Unit as follows:

- a. The percentage of liability for Common Expenses shall be determined by using a formula in which the numerator is one (1) and the denominator is the total number of Units subject to this original Declaration, or subject to this Declaration from time to time; and
- b. There shall be one (1) vote per Unit.

ARTICLE 3 - MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION STRUCTURE AND OPERATIONS

3.1. *Association Name.* The name of the Association shall be North Ridge Community Homeowners Association, Inc. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

3.2. *Transfer of Membership.* An Owner shall not transfer, pledge, or alienate their membership in the Association in any way, except upon the sale or encumbrance of their Unit and then only to the purchaser or Mortgagee of their Unit. The Association shall not create a right of first refusal on any Unit and Owners may transfer ownership of their Units free from any such right.

3.3. *Membership.* The Association shall have one class of membership consisting of all Owners, including the Declarant so long as Declarant continues to own an interest in a Unit. Except as otherwise provided for in the Association Documents, each Member shall be entitled to vote in Association matters as set forth in this Declaration and the Bylaws. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.

3.4. *Voting.* There shall be one vote per Unit.

3.5. *Declarant Control.* Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association to the fullest extent permitted under the Act and as set forth in the Association Documents. Declarant may voluntarily relinquish such power by recording a notice executed by Declarant with the Clerk and Recorder but, in such event, Declarant may at its option require that during the period Declarant would otherwise be entitled to appoint and remove directors and officers, specified actions of the Association or the Executive Board as described in the recorded notice be approved by Declarant before they become effective.

3.6. *Books and Records.* The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

3.7. *Manager.* The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board.

3.8. *Property Management.* All dwellings shall be managed by the Association or an individual or property management company hired by the Association. No Owner shall directly lease the property to a tenant and no Owner shall self-manage or hire an individual or entity to manage the Owner's Lot or either of the dwellings located thereon. Each Owner hereby appoints the Association as the Owner's agent for all matters relating to the management of the Lots and dwellings. Acceptance by a grantee of a deed conveying any portion of the Project shall constitute appointment of the Association as agent as set forth above. This appointment of the Association as agent is irrevocable during the term of this declaration and shall survive the incapacity or death of an Owner. The

Association shall have authority to sign on the Owner's behalf, any management contract and any lease of property within this Project and to take any action necessary to enforce compliance with a lease, including eviction of any tenant. The Association's authority may be delegated to an individual or property management company hired by the Association. Each Owner shall be entitled to a copy of any management contract and a copy of any lease on the Owner's property. Management of the Owner's property by the Association does not relieve the Owner of the Owner's responsibilities under this Declaration, including the responsibility to maintain insurance and property tax payments on the Owner's property.

3.9. *Cooperation with Other Associations.* The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other homeowner association(s) and/or any district(s), to share the costs and/or responsibility for any maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other homeowner association(s) and/or any district(s), or to otherwise cooperate with any other homeowner association(s) and/or any district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Executive Board in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other homeowner association(s) and/or any district(s), as the Executive Board may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other homeowner association(s) and/or any district(s) to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

3.10. *Rights of Action.* The Association on behalf of itself and any aggrieved Owner, shall be granted a right of action against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Owner shall have the right, but not the obligation, to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorney fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

3.11. *Implied Rights and Obligations.* The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act, and by the Colorado Revised Nonprofit Corporation Act.

ARTICLE 4 - POWERS OF THE EXECUTIVE BOARD

4.1. *Powers.* Except as provided in the Bylaws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

- a. Adopt and amend bylaws and rules and regulations and Architectural Design Standards;
- b. Adopt and amend budgets for revenues, expenditures and reserves, and collect Assessments;
- c. Hire and terminate managing agents and other employees, agents, and

independent contractors;

- d. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project;
- e. Make contracts and incur liabilities;
- f. Regulate the use, maintenance, repair, replacement, and modification of Common Elements, if any;
- g. Cause additional Improvements to be made as a part of the Common Elements, if any;
- h. Acquire, hold, encumber, and convey in the name of the Association any right, title, or interest to real or personal property, except that Common Elements, if any, may be conveyed or subjected to a security interest only if Members entitled to cast at least eighty percent (80%) of the votes agree to that action; notwithstanding the foregoing, the Association may dedicate or transfer all or any portion of the common area to any governmental authority;
- i. Grant easements, leases, licenses, and concessions through or over the Common Elements, if any;
- j. Annex additional property, pursuant to the terms of this Declaration;
- k. Collect and receive any payments, fees or charges for the use, rental, or operation of the Common Elements, if any;
- l. Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after Notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
- m. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
- n. Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- o. Assign its right to future income, including the right to receive Assessments;
- p. Exercise any other powers conferred by the Declaration or Association Bylaws;
- q. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- r. Delegate powers to a master association as provided in C.R.S. §38-33.3-220. If powers are delegated to a master association, the executive board of the master association must be elected pursuant to C.R.S. §38-33.3-220.
- s. Merge or consolidate the project with another common interest community of the same form of ownership.
- t. Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE 5 - MECHANICS' LIENS

5.1. *No Liability.* If any Owner shall cause any material to be furnished to their Unit or any labor to be performed therein or thereon, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, material, and other persons furnishing labor or materials to their Unit.

5.2. *Indemnification.* If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements, if any, or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be canceled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and hold all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses, or damages including, without limitation, reasonable attorney fees resulting therefrom.

5.3. *Association Action.* Labor performed or materials furnished for the Common Elements, if any, if duly authorized by the Association in accordance with this Declaration or its Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements, if any. Any such lien shall be limited to the Common Elements, if any, and no lien may be affected against an individual Unit or Units.

ARTICLE 6 - EASEMENTS

6.1. *Recorded Easements.* The Property shall be subject to all easements as shown on any Plat, those of record, those provided in the Act (including easements for encroachment set forth in Section 214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article.

6.2. *Utility Easements.* There is hereby created an easement as denoted on the Plat for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, sewer, gas, telephone, cable TV, electricity, drainage, and fences. To the extent reasonably necessary, the utility easement shall include the area outside of the easement denoted on the Plat. Said easement includes future utility services not presently available to the Units which reasonably may be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment within such easement on any of the Units.

6.3. *Reservation of Easements, Exceptions and Exclusions.* The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements and Lots, for the best interest of any Owner or the Association. However, no such easement shall unreasonably interfere with an Owner's use of their Lot. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements, if any, set forth in writing by the Association.

6.4. *Use of Easement Area.* Within reserved easements, as shown on recorded Plats, or herein reserved, there shall be no structure, tree or shrub planting, or any other material installation which may damage or interfere with the installation or maintenance of utilities such as plumbed] gas or water lines, wired electrical, cable television, or

telephone utility lines. A Unit Owner shall not alter, inhibit, or change the direction of water flow in drainage channels established in said easements or in any way that discharges drainage onto adjacent Units. The easement area of each Unit and all Improvements in it, including fences, shall be maintained continuously in good repair by the Association, except for those Improvements for which a public utility shall be responsible. It shall be the responsibility of the Unit Owner to notify with due speed the appropriate public utility of any known flaws, defects, or damage to any utility Improvements on said Owners Unit.

6.5. *Emergency Access Easement.* A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

ARTICLE 7 - MAINTENANCE AND PARTY WALLS

7.1. *Maintenance by Owners.* Except for maintenance obligations specifically allocated to the Association, each Owner shall maintain and keep in repair their Unit, and any improvements located thereon, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Units and to maintain a good appearance for the Project. Each Owner shall be responsible for the cleaning of and removal of snow, leaves and debris from their front porches and balconies. Except for the utility obligations specifically allocated to the Association, each Owner shall be responsible for the payment of all utility charges on their Lot.

7.2. *Failure to Maintain.* In the event an Owner of any Unit in the Project shall fail to maintain the premises and the Improvements thereon as provided herein, the Association, after Notice to the Owner and a reasonable opportunity for the Owner to perform all necessary work, may undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association within thirty (30) days of the furnishing of Notice to such Owner that such reimbursement is owed, together with costs of collection thereof, attorney fees, and interest thereon. A said obligation shall be a personal obligation of the Owner and a charge and lien against each Owner's Unit as provided herein for Assessments.

7.3. *Maintenance by Association* (except as set forth in Article 7, §7.1). The Association shall be responsible for the maintenance and repair of the Common Elements and the landscaping, sidewalks, fences, and storage areas located on the Lots. The Association shall be responsible for the painting and other maintenance of the exterior surfaces of the Units except if the painting or other maintenance is necessitated by an event that is actually covered by insurance or would be covered by a typical homeowner's insurance policy. The need for and time off, as well as the nature and type of any maintenance and repairs, shall be within the sole discretion of the Association. Except for front porches and balconies, the Association shall be responsible for all snow removal, including snow removal from the stairs. The Association shall be responsible for the cost of water used for landscaping.

7.4. *Association Maintenance as Common Expense.* The cost of maintenance and repair by the Association, as set forth above, shall be a Common Expense of all of the Owners, to be shared by each Owner equally. If maintenance is necessitated by damage caused by the negligence, misuse, or tortuous act of an Owner or an Owner's agent contractor, employee, tenant, family member, licensee, guest, or invitee of said Owner shall be responsible for the repair and expense.

7.5. *Provisions Applicable to Party Walls.* The following provisions apply to Party Walls ("Party Walls"):

- a. The building on each Lot contains four dwellings, one next to the other. Each building is adjacent to a building on the adjoining Lot. Each building is its own standing entity.
- b. The Owners of adjacent Lots shall each be deemed to own the necessary easement for the perpetual lateral and subjacent support, maintenance, repair, and inspection of the respective Party Wall with equal rights of joint use. The Association shall have the same necessary easements with respect to all Party Walls.

- c. No Owner of a Lot shall have the right to destroy, remove, or make any structural changes in a Party Wall which would jeopardize the structural integrity of either of the Lots sharing such Party Wall without the prior written consent of the Association, the adjacent Lot Owner, and any first mortgagee with respect to such adjacent Property; nor shall any Lot Owner subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to affect adversely the Party Wall's structural integrity. No Lot Owner shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by an adjoining Lot Owner. The integrity of the Party Wall is important for safety in the event of a fire, and therefore, except for small nails or screws used to hang items on the wall, the party wall shall not be penetrated.
- d. Should a Party Wall be structurally damaged or destroyed by the intentional act or negligence of either adjacent Lot Owner (the "Responsible Lot Owner") or the Responsible Lot Owner's agent, contractor, employee, tenant, family member, license, guest, or invitee, the Responsible Lot Owner shall promptly rebuild and/or repair the Party Wall at the Responsible Lot Owner's cost. If the Responsible Lot Owner does not promptly rebuild or repair the Party Wall, the adjacent Lot Owner may rebuild or repair the Party Wall. If the adjacent Lot Owner rebuilds or repairs the Party Wall, said Owner shall be entitled to recover from the Responsible Lot Owner the full cost of the rebuilding or repairing of the Party Wall
- e. Should a Party Wall be structurally damaged or destroyed by causes other than the intentional act or negligence of either adjacent Lot Owner (or their agents, contractors, employees, tenants, family members, licensees, guests, or invitees), the damaged or destroyed Party Wall shall be repaired or rebuilt by the Lot Owners who make use of the Party Wall.
- f. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of the Party Wall
- g. Notwithstanding any other provision of this article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- h. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. To the extent not inconsistent with the terms and conditions of this Declaration, the general rules of law of the State of Colorado concerning Party Walls shall be applicable hereto.

ARTICLE 8 - INSURANCE

8.1. *General Insurance Provisions.* The Association shall acquire and pay for, out of the Assessments levied in accordance with this Declaration, any insurance policies required by the Act and such other insurance as the Executive Board may, within its discretion, determine. Such insurance required by this Article or the Act shall conform to the requirements set forth in C.R.S. §38-33.3-313(4)(a)-(d) which are as follows:

- a. Each Unit Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association.
- b. The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.
- c. No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

- d. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

8.2. *Property and Commercial General Liability Insurance.* Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall maintain, to the extent reasonably available:

- a. *Insurance on Common Elements.* Property insurance on the Common Elements and also on property that must become Common Elements for broad form covered causes of loss, except that the total amount of insurance must be not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
- b. *Commercial General Liability Insurance.* Commercial general liability insurance in a minimum amount deemed sufficient in the judgment of the Executive Board against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements, insuring the Executive Board, the Association, the management agent, and their respective employees, agents, and all persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as the Unit Owner and board member. The Unit Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

8.3. *Fidelity Insurance.* Fidelity insurance shall be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, independent contractors, employees, and on the part of all others, including any Manager hired by the Association, who handle or is responsible for handling the funds belonging to or administered by the Association. In addition, if responsibility for handling funds is delegated to a manager, such insurance must be obtained by or for the Manager and its officers, employees, and agents, as applicable. Such fidelity insurance shall name the Association as insured and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such fidelity insurance shall be a minimum of an amount equal to two (2) months of current Assessments plus reserves.

8.4. *Workers' Compensation Insurance.* The Executive Board shall obtain workers' compensation, if applicable, in the amounts and forms as may now or hereafter be required by law.

8.5. *Directors, Officers, and Members Liability Insurance.* The Association may maintain liability coverage to protect Directors, Officers, and Committee Members from any acts or omissions committed in their capacity as a director, officers, or committee member.

8.6. *Notice.* if any insurance required by this Article is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy, therefore, having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners.

8.7. *Common Expenses.* Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

8.8. *Owner Insurance.* Owners shall maintain casualty and liability insurance on their Unit. An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit.

ARTICLE 9 - ASSESSMENTS

9.1. *Obligation.* Each Owner, including Declarant while an Owner of any Unit, is obligated to pay to the Association: (i) the Annual Assessments; (ii) Special Assessments; and (iii) Default Assessments.

9.2. *Budget.* Within ninety (90) days after the adoption of a proposed budget for the Common Interest Community, the Executive Board shall mail, by first-class mail, or otherwise deliver, including posting the proposed budget on the association's website, a summary of the budget to all the unit Owners and shall set a date for a meeting of the unit Owners to consider the budget. The meeting must occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Executive Board shall give notice to the unit Owners of the meeting as allowed for in the Bylaws. Unless the declaration requires otherwise, the budget proposed by the Executive Board does not require approval from the unit Owners and it will be deemed approved by the unit Owners in the absence of a veto at the noticed meeting by a majority of all unit Owners, or if permitted in the declaration, a majority of a class of unit Owners, or any larger percentage specified in the declaration, whether or not a quorum is present. If the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the unit Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the unit Owners.

9.3. *Annual Assessments.* Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners. Estimated Common Expenses shall include, but shall not be limited to, the cost of maintenance, repair and operation of the Common Elements and areas on the Lots, as set forth above, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds, routine repairs, replacements and renovations within and of the Common Elements, wages, common water and utility charges for the Common Elements and as set forth above, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any deficit remaining from a previous Assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of Improvements within the Common Elements and areas on the Lots, as set forth above on a periodic basis, as needed.

Annual Assessments shall be payable in monthly installments or on such other dates as the Executive Board determines. The omission or failure of the Association to fix the Annual Assessments for any Assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

9.4. *Apportionment of Annual Assessments.* The Common Expenses shall be allocated among the Lots on the basis of the allocated interest for Common Expenses in effect on the date of Assessment, provided however that the Association shall allocate all expenses related to fewer than all of the Lots to the Owners of those affected Lots only. Notwithstanding the foregoing, the amount of Annual Assessment against Lots on which a certificate of occupancy has not been issued may be set at a lower rate than the rate of Annual Assessment against those Lots on which a certificate of occupancy has been issued pursuant to C.R.S. §38-33.3-315(3)(b), as amended since such Lots do not receive certain benefits including the same services as other Lots. The lower rate of Assessment against such Lots shall be determined by the Board based on the costs and expenses of the services actually provided to such Lots.

9.5. *Special Assessments.* In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of Improvements within the Common Elements, if any, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expense but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their

allocated interests for Common Expenses, subject to the right of the Association to assess only against the Owners of affected Units any extraordinary maintenance, repair or restoration work on fewer than all of the Units which shall be borne by the Owners of those affected Units only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner (or his agents, servants, guests, tenants or invitees) shall be borne by that Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

9.6. *Default Assessments.* All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

9.7. *Effect of Nonpayment; Assessment Lien.* Any Assessment installment, whether pertaining to any Annual, Special, or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- a. Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- b. Assess an interest charge from the due date at the yearly rate of eighteen percent (18%), or such other lawful rate as the Executive Board may establish;
- c. Suspend the voting rights of the Owner during any period of delinquency;
- d. Suspend the rights of the Owner, and the Owner's family, guests, lessees, and invitees, to use Common Element facilities during any period of delinquency;
- e. Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- f. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- g. Proceed with the foreclosure as set forth in more detail below. Assessments chargeable to any Unit shall constitute a lien on such Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner of foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Liens for Assessments and their priority shall be as provided in C.R.S. §38-33.3-316.

9.8. *Personal Obligation.* Each Unit Owner is liable for Assessments made against such Owner's Unit during the period of ownership of such Unit. No Unit Owner may be exempt from liability for payment of the Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

9.9. *Payment by Mortgagee.* Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgage.

9.10. *Statement of Status of Assessment Payment.* Upon payment of a reasonable fee set from time to time by the Executive Board, the Association shall furnish to a Unit Owner or such Unit Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent or Manager, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner. If no statement is furnished to the Unit Owner or holder of a security interest or his or her designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

9.11. *Maintenance of accounts; Accounting.* If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer, or disbursement of Association funds to other persons or to a Manager, then such other persons or Manager must: (i) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or Manager; (ii) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, and (iii) provide to the Association an annual accounting and financial statement of Association funds prepared by the Manager, a public accountant, or a certified public accountant.

9.12. *Working Capital Deposit.* The Association may require the first purchaser of a Unit and subsequent purchasers of each Unit (other than Declarant) to make a non-refundable payment to the Association in an amount not to exceed one-fourth (1 /4) of the actual or estimated annual Common Expense Assessment against that Unit. Said payment shall be collected and transferred to the Association at the time of closing of sale and shall be for the use and benefit of the Association. Such payment shall not relieve a Unit Owner from making regular payments of Assessments as the same becomes due.

ARTICLE 10 - RESERVED SPECIAL DECLARANT RIGHTS

10.1. *Special Declarant Rights.* Declarant reserves the Special Declarant Rights as defined from time to time in the Act, including without limitation, the right or combination of rights as follows; provided such actions comply with Town of Wiggins ordinances, regulations, and land use approvals for the Project:

- a. To complete any Improvements indicated on the Plat;
- b. To maintain sales offices, management offices, model homes, and signs advertising the common interest community;
- c. To use easements through the Common Elements and Lots for the purpose of making improvements within the common interest community;
- d. To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

10.2. *Construction: Declarant's Easement.* Declarant reserves the right to perform warranty work, repairs, and construction in Units and Common Elements, to store materials in secure areas, and to control and have the right of access to work and make repairs until completion; provided such actions comply with Town of Wiggins ordinances,

regulations and land use approvals for the Project. All work may be performed by Declarant without the consent or approval of the Executive Board. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration. This easement includes the right to convey access, utility, and drainage easements to a governmental entity.

10.3. *Declarant's Property.* Declarant reserves the right to remove and retain all its property used in tie sales, management, construction, and maintenance of the property, whether or not they have become fixtures.

10.4. *Limitations on Special Declarant Rights.* Unless terminated earlier by a document executed by Declarant and recorded in the real estate records of Morgan County, Colorado, any reserved Development Rights and Special Declarant Rights may be exercised by Declarant, as long as Declarant: (a) is obligated under any warranty or obligation; (b) holds a Development Right to create additional Units or Common Elements; (c) owns any Unit; (d) owns any security interest in any Unit; or (e) fifteen (15) years have elapsed after recording of this Declaration in the real estate records of Morgan County, Colorado. Earlier termination of certain rights may occur in accordance with the Act.

10.5. *Interference With Special Declarant Rights.* While the Declarant is entitled to exercise its Special Declarant Rights, neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant and any entity to whom Special Declarant Rights have been assigned.

10.6. *Rights Transferable.* Any Special Declarant rights or other Declarant rights created or reserved under this Declaration may be transferred by an instrument evidencing the transfer recorded in Morgan County, Colorado. Such instrument shall be executed by the transferor, the Declarant, and the transferee.

ARTICLE 11 – RESTRICTIONS

11.1. *Association Power.* The Association shall have the right and power to prohibit any activities deemed unsafe, unsightly, unreasonably noisy, or otherwise offensive to the senses and perceptible from another Unit or the Common Elements, if any, by promulgating Rules and Regulations which restrict or prohibit such activities.

11.2. *Review.* No buildings, structures, or other improvements including fences, driveways, parking areas, and landscaping shall be constructed, modified, altered, repaired, or rebuilt, nor shall any other action be taken that alters the exterior appearance of the Lot or Improvements, including lighting and color, unless first approved in writing by the Declarant or the Executive Board.

11.3. *Restrictions on Use.* Use and enjoyment of each Unit shall be subject to the following restrictions, which shall be in addition to Town of Wiggins ordinances and regulations:

- a. *Land Use.* Each Unit is designed to have four Single-family dwellings, one next to the other. No Unit or portion thereof shall be used for any purpose other than four single-family dwellings. No group housing or board and care homes shall be permitted.
- b. *No Further Subdivision.* No Unit or any building shall be further subdivided or separated into smaller Units by any Owner, and no portion less than all of any such Unit or building or any easement or other interest therein shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.
- c. *Nuisances.* No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may become an annoyance to the neighborhood. No annoying light, sound, or odor shall be

emitted from any Unit onto any other Unit(s) which can be considered unreasonably offensive or intrusive to other Unit Owners or occupants. The Executive Board may adopt Rules and Regulations concerning the type and hours of operation of exterior lighting.

- d. Temporary Structures. No structures of a temporary character such as trailers, mobile homes, tents, shacks, garages, barns, or other outbuildings shall be used on any Unit at any time as a residence either temporarily or permanently.
- e. Accessory Buildings. No accessory buildings, storage barns, or sheds shall be constructed or moved onto any Unit without the approval of the Declarant or the written consent of the Executive Board.
- f. Mobile Homes. No building built off-site in a factory or construction yard on a permanent chassis with a HUD (United States Department of Housing and Urban Development) label, commonly referred to as a "Mobile Home" shall be permitted.
- g. Signs. Except as provided in C.R.S. §38-33.3.106.5 related to political signs, no sign of any kind shall be displayed to the public view on any Unit except as approved by the Executive Board. All signs shall comply with the ordinances and regulations of the Town of Wiggins.
- h. Oil, Gas, and Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Unit.
- i. Household Pets. Household pets such as dogs, cats, and other household pets which may be specifically approved from time to time by the Executive Board, may be kept on a Unit provided, and unless otherwise authorized by the Executive Board, no more than a total of two (2) such household Pets may be kept on any Unit. The Executive Board may adopt rules and regulations that increase or decrease the number of household pets that are allowed. No such household pets may be kept, bred, or maintained for any commercial purposes and the manner of keeping such animals shall not be allowed to result in any unsanitary conditions or a nuisance or annoyance to the occupants of other Units. The Executive Board may adopt Rules and Regulations regarding the type of animals recognized as household pets and requirements for keeping such household pets in any Unit. Animals shall not be permitted to roam in other Units. No animals shall be allowed on the Common Elements except in strict compliance with the Rules and Regulations adopted by the Association. All animal waste shall be immediately picked up by the Owner and properly disposed of. The Owners of a Unit shall be responsible for any damage or injury caused by any animals owned or kept by the Owners. Without limiting the foregoing, continuous and/or frequent barking or howling by dogs is hereby defined as a nuisance.

Other Animals. Except as permitted by rules and regulations adopted by the Executive Board, no animals, other than Household Pets may be kept in a Unit.
- k. Garbage and Refuse Disposal. The Association shall provide trash service. No Owner or tenant shall place any hazardous materials in the trash or use a different trash service. The Executive Board may adopt Rules and Regulations regarding trash.
- l. Storage of Materials. There shall be no outside storage of materials except in enclosed areas specifically designated for storage by the Declarant or the Executive Board.
- m. Hazardous Activities. No activities shall be conducted on any Unit that are or might be unsafe or hazardous to any person or any property. No firearms shall be discharged upon any Unit and no open fires shall be lighted or permitted on any Unit. No burning of trash, leaves, or other materials shall be allowed. The storage of any type of explosive devices, compounds, chemicals, or materials is prohibited.

- n. Motor Vehicles, Recreational Vehicles, Disabled Vehicles, Vehicle Storage and Repair. No inoperable, unlicensed or junked motor vehicles, trailers, boats, or other equipment shall be kept on any Lot or anywhere else within or adjacent to the project, including streets. No tractor-trailers or semi-trucks may be parked on a Lot at any time. Nothing else shall be parked or stored on a Lot except in an enclosed building unless specifically permitted by Rules and Regulations adopted by the Association. No motor vehicles, motorcycles, motor homes, campers, trailers, recreational vehicles, boats, tractors, or equipment shall be stored or parked for more than 72 hours on any street within the Project. No tractor-trailer or semi-truck shall be allowed at any time on any street in the Project except for delivery of materials during construction or moving vans while being used to move personal property to or from a Lot. No automotive repairs shall be done on any street, or Lot which may be seen from the view of adjacent properties. The restrictions set forth above shall not restrict the parking of trucks or other commercial vehicles for a reasonable time upon a Lot, which vehicles are necessary for the construction, remodel, or repair of a building on said Lot.
- o. Antennas. No exterior radio antennas, television antennas, or other antennas may be erected unless approved in writing by the Executive Board. Any facility for the transmission or reception of audio or visual signals shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antennas (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antennas that are specifically covered by the Telecommunications Act of 1996, as amended, the Committee shall be empowered to adopt rules and regulations governing the types of antennas that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location, and maintenance.
- p. Home Occupations/Businesses. The conduct of a home occupation or business within the Project is prohibited unless approved by the Executive Board and the following requirements are met: home occupations or businesses must be conducted inside the residence and not occupy more than fifteen percent (15%) of the total floor area of the residence. Home occupations or businesses must be conducted only by the residents of said dwelling with no non-residents employed at the residence. No retail sales shall be conducted on the Lot or in public view. Home occupations or businesses must be conducted within the scope of the zoning ordinances of the Town of Wiggins. Customer visits must be limited to an occasional frequency. Customer parking must be immediately in front of the residence. There shall be no evidence of a home occupation or business from the outside of the residence.
- q. Clothes Lines and Dog Runs. No clotheslines or dog runs are permitted.
- r. Maintenance and Repair of Landscaping and Improvements: The Association shall be responsible for and have total control over the installation, maintenance, and repair of Landscaping. No Owner may add to or alter the Landscaping.
- s. Non-Owner Occupants. All covenants, restrictions, rules, regulations, and provisions of this Declaration shall be binding on non-Owner occupants without exception. Property Owners who lease their property shall be required to furnish to lessees' copies of this Declaration along with a written lease referencing this Declaration; leasing or being absent from the property shall not release property Owners from liabilities and responsibilities described herein.
- t. Water and Sewer. No individual water supply system or sewage disposal system shall be permitted on any Unit.

- u. No Violation of Law. Nothing shall be done or kept in or on any portion of the Project by a Unit Owner or occupant that would violate any statute, rule, ordinance, regulation, permit, or validly required of any governmental body having jurisdiction over the Project. The Association shall have no duty or obligation to enforce any such statute, rule, ordinance, regulation, permit, or validly imposed requirement.
- v. Fencing. No fencing of any type shall be constructed by any Lot Owner on any Lot within the Project without prior approval in writing by the Executive Board.
- w. No Imperiling of Insurance. Nothing shall be done or kept in or on any portion of the Project which might result in an increase in the premiums with respect to insurance obtained for all or any portion of the Project or which might cause cancellation of such insurance, except with the prior written consent of the Executive Board.
- x. Outdoor Cooking. Unless permitted by a rule adopted by the Executive Board, no outdoor cooking of any kind is allowed, and no cooking equipment, including barbeque grills or related equipment, is allowed on front porches, balconies, or other outdoor areas.
- y. Underground Lines. All electric, television, telephone, and other lines running from any property line of a Lot to a residence or other structure shall be placed underground.
- z. Trash Burning. Trash, leaves, and other similar materials shall not be burned within the Project.
- aa. Drainage. No Owner shall change the topography or drainage pattern of a Lot.
- bb. Damage to Residence. If all or any portion of a residence is damaged or destroyed by fire or other casualties, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty.

ARTICLE 12 - MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Units. To the extent permitted under Colorado law and applicable, necessary or proper, the provisions of this Article apply to this Declaration and also to the Articles, Bylaws, and Rules and Regulations of the Association.

12.1. *Distribution of Insurance or Condemnation Proceeds.* In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, all or part of the Common Elements, neither the Owner nor any other person shall take priority in receiving the distribution over the right of any Mortgagee who is a beneficiary of a First Mortgage against the Unit.

12.2. *Right to Pay Taxes and Charges.* Mortgagees who hold First Mortgages against Units may jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Elements, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

12.3. *Audited Financial Statement.* Upon written request from any Agency or Mortgagee that has an interest or prospective interest in any Unit or the Project, the Association shall prepare and furnish within ninety (90) days an audited financial statement of the Association for the immediately preceding fiscal year, at the expense of such Mortgagee or Agency.

12.4. *Notice of Action.* Any First Mortgagee and any Agency which holds, insures, or guarantees a First Mortgage, upon written request to the Association (which shall include the Agency's name and address and the Unit number), will be entitled to timely written notice of:

- a. Any proposed termination of the common interest community;
- b. Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a First Mortgage held, insured, or guaranteed by such Agency;
- c. Any delinquency in the payment of Assessments owed by an Owner subject to the Mortgage where such delinquency has continued for a period of sixty (60) days;
- d. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to this Declaration.

12.5. *Action by Mortgagee.* If this Declaration or any Association Documents require the approval of Mortgagees, then if any Mortgagee fails to respond to any written proposal for such approval within thirty (30) days after such Mortgagee is given proper notice of the proposal (or such longer time as may be set forth in the notice), such Mortgagee shall be deemed to have approved such proposal provided that the notice was delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE 13 - ANNEXATION OF ADDITIONAL PROPERTY

13.1. *Annexation.* There is no annexable property.

ARTICLE 14 - DURATION OF COVENANTS AND AMENDMENT

14.1. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

14.2. *Amendment.* Except in cases of amendments that may be executed by the Declarant or the Association under the Act, this Declaration, or any provision of it, may be amended only by vote or agreement of Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under this Declaration.

14.3. *Declarant Rights.* To the extent permitted under the Act, provisions in this Declaration reserving or creating Special Declarant Rights may not be amended without the consent of the Declarant.

14.4. *Execution of Amendments.* Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by including within or attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act and this Declaration.

14.5. *Revocation.* This Declaration will not be revoked nor shall the common interest community created hereby be terminated without the consent of the Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated evidenced by a written instrument duly recorded with the Clerk and Recorder.

ARTICLE 15 - GENERAL PROVISIONS

15.1. *Restriction on Declarant Powers.* Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

15.2. *Enforcement.* Except as otherwise provided in this Declaration, the Executive Board, Declarant, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Board of the Association, Declarant, or by any Owner to enforce any restriction, condition, covenant, reservation, lien, or charge now or hereafter imposed by the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

15.3. *Registration of Mailing Address.* Each Owner and each security interest holder, insurer, or guarantor of a security interest, shall register their mailing address with the Association. All notices, demands, or other notices intended to be served upon the Board of Directors or the Association during the period of Declarant control shall be sent by registered or certified mail, postage prepaid, to North Ridge Community, PO Box 971, Fort Morgan, Colorado 80701, unless such address is changed by the Association during the period of Declarant control. After the termination of the period of Declarant control, the Association shall notify the Owners of a different address for notices.

15.4. *Limitation on Liability.* The Association, Board of Directors, Declarant, and any member, agent, or employee of any of the same, shall not be liable to any person for actions taken or omissions made in the performance of their duties except for wanton and willful acts or omissions.

15.5. *No Representations or Warranties.* No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant or its agents and employees, in connection with any portion of the community, or any improvement, or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

15.6. *Disclaimer Regarding Safety.* DECLARANT AND THE ASSOCIATION HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT AND THE ASSOCIATION ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. EACH OWNER ACKNOWLEDGES THAT THERE ARE SEVERAL POTENTIAL HAZARDS WITHIN THE COMMUNITY. EACH OWNER ASSUMES FULL RESPONSIBILITY FOR THE SAFETY OF FAMILY, FRIENDS, GUESTS, AND PETS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT AND THE ASSOCIATION FROM ANY CLAIMS RELATED TO SAFETY OR PROPERTY DAMAGE ISSUES OF ANY KIND.

15.7. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

15.8. *Conflicts Between Documents.* In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

15.9. *Conflict With Act.* In the event that any of the terms or provisions of this Declaration are in conflict or inconsistent with the Act, the terms or provisions of the Act shall control and govern. In case of any such conflict or inconsistency, the applicable terms and provisions contained in this Declaration shall, to the extent possible, be construed in accordance with the Act, and any conflict with or violation of the Act by any terms or provisions of this Declaration shall not affect, void, or render unenforceable any other term or provision of this Declaration (which shall be in full force and effect in accordance with their terms).

DECLARANT:

North Ridge Community, LLC

Daniel Harrison, Manager/Owner

STATE OF Colorado)
 ss.)
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me on the _____ day of _____ 2024.

WITNESS my Hand and Official Seal.

Notary Public

My commission expires:

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 06-2024**

**A RESOLUTION APPROVING THE FINAL PLAT FOR THE NORTH RIDGE MINOR
SUBDIVISION**

WHEREAS, there has been submitted to the Board of Trustees of the Town of Wiggins a request for approval of a final plat for the North Ridge Minor Subdivision; and

WHEREAS, all materials related to the proposed final plat have been reviewed by the Town Staff and the Wiggins Planning & Zoning Commission and found with conditions to be in compliance with the Town of Wiggins subdivision and zoning ordinances and related Town ordinances, regulations, and policies; and

WHEREAS, the Wiggins Planning & Zoning Commission has held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees find 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 WIGGINS, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees hereby approves the Final Plat for the North Ridge Minor Subdivision, subject to the conditions listed in Exhibit A.

INTRODUCED, RECOMMENDED, AND ADOPTED THIS 28TH DAY OF FEBRUARY, 2024.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

EXHIBIT A

1. As reflected in the Town Engineer's memo (Exhibit B), the utility plan and drainage report are conditionally approved pending the acquisition of land for detention/retention pond B northeast of the property via easement, purchase, or other perpetual agreement. Documentation of the land acquisition shall be presented to the Town prior to the submission of a grading/ROW application.
2. A fee-in-lieu of public land dedication payment to the Town shall be made prior to recording the Final Plat with Morgan County Clerk and Recorder and prior to the submission of a grading/ROW application.
3. Applicant shall provide a CDOT approval of the traffic impacts due to the development and applicant's implementation of any road improvements required by CDOT or written documentation from CDOT indicating they (CDOT) are satisfied with current North Ridge Development plans prior to the submission of a grading/ROW application.
4. A Subdivision Agreement, including updated construction costs, timeline, and performance guarantee, shall be approved by the Board of Trustees prior to the submission of a grading/ROW application.
5. The Homeowner's Association covenants, in final form, must be submitted to the Town for review, comment, and approved by the Town; and recorded with the Morgan County Clerk and Recorder prior to the submission of a grading/ROW application.



STAFF SUMMARY

Board of Trustees Work Session February 28, 2024

DATE: February 23, 2024

AGEND ITEM NUMBER: 6

TOPIC: Consideration of Resolution No. 07-2024 – North Ridge Minor Subdivision Agreement

STAFF MEMBER RESPONSIBLE: Hope Becker, Planning & Zoning Administrator

BACKGROUND:

North Ridge Minor Subdivision was approved by the Board of Trustees for annexation and a Final Plat on April 4, 1979. The developer, at that time, did nothing further with the land. Harrison Homes recently purchased the vacant lots and intends to construct six four-plex townhomes on the lots. Entering into a Subdivision Agreement is a requirement as part of the minor subdivision process in the Wiggins Land Development Code.

The Wiggins Land Development Code stipulates that the developer must enter into subdivision agreement prior to the start of any development or issuance of any building, grading, or other permits to establish the financial guarantee and any further provisions or requirements related to the specific development being constructed.

The Subdivision Agreement would allow the owners to proceed with construction of water and sewer infrastructure and road construction. The agreement also requires the developer to provide a financial guarantee in the amount of 125% of the construction costs that is typically held with a form of financial guarantee such as a letter of credit. This financial guarantee will be reduced to 25% of the construction costs once the Town provides conditional acceptance of the improvements specific to this agreement.

SUMMARY:

A Subdivision Agreement focusing on the installation of water and sewer lines, implementing stormwater plans and best management practices, maintenance and ownership of North Ridge Drive, and improvements along Corona Avenue, provides assurance the construction will be completed with proper permitting, inspections, testing, and other requirements or standards that

govern the placement of such infrastructure. The attached Subdivision Agreement outlines the improvements to be made by Harrison Homes within the North Ridge Minor Subdivision.

FISCAL IMPACT:

The Town of Wiggins' adopted budget will not be negatively impacted by the adoption of this resolution.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The approval of this resolution will meet the Town's objective to continue to encourage development in a positive direction, provide low-income housing, and infill vacant lots.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

- The Board of Trustees may approve the Resolution as presented by staff for their consideration.
- The Board of Trustees may approve the Resolution with conditions.
- The Board of Trustees may disapprove the Resolution and direct staff what steps should be taken next.

MOTION FOR APPROVAL:

I make the motion to approve Resolution No. 07-2024 A Resolution Approving a Subdivision Agreement for the North Ridge Minor Subdivision.

ACTION REQUIRED:

Motion, Second, Roll-Call, Vote.

(Resolutions require affirmative votes from the majority of Trustees present.)

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 07-2024**

**A RESOLUTION APPROVING A SUBDIVISION AGREEMENT FOR THE NORTH
RIDGE MINOR SUBDIVISION**

WHEREAS, the Board of Trustees approved a Final Plat for the North Ridge Minor Subdivision on February 28, 2024; and

WHEREAS, a Subdivision Agreement addressing completion of public improvements for the Subdivision is required as a condition of the Final Plat; and

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

Section 1. The proposed Subdivision Agreement for the North Ridge Minor Subdivision between the Town and Harrison Homes, LLC is hereby approved in essentially the same form as accompanying this resolution shown as Exhibit A.

Section 2. The Mayor and Town Clerk are authorized to execute the Agreement in substantially the same form as the copy attached hereto; further, the Town Manager is hereby granted the authority to negotiate and approve such revisions to the Agreement as the Mayor, Town Manager, and legal counsel for the Town determine are necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Agreement are not altered.

INTRODUCED, READ, AND ADOPTED THIS 28TH DAY OF FEBRUARY, 2024.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

EXHIBIT A

SUBDIVISION AGREEMENT
(North Ridge Minor Subdivision aka North Ridge Community)

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the **TOWN OF WIGGINS**, a Colorado municipal corporation, whose address is 304 Central Avenue, Wiggins, Colorado 80654 ("Town"), and Harrison Homes, Inc., a Colorado corporation, whose address is PO Box 970, 33 Stagecoach Lane, Fort Morgan, CO 80701 ("Subdivider").

WHEREAS, Subdivider has submitted a Final Subdivision Plat for the North Ridge Minor Subdivision ("Subdivision" or "Plat"), including utility plans for the Subdivision, a copy of which Plat is attached hereto as Exhibit "A" and incorporated herein by reference, and which Plat has been reviewed and approved by the Planning and Zoning Commission and the Town Board of Trustees; and

WHEREAS, the subdivision regulations of the Town require that the Subdivider enter into a Subdivision Agreement ("Agreement") with the Town relative to improvements related to the Subdivision.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation. Subdivider shall be responsible for performance of the covenants set forth herein.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in Exhibit "B", attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and, except as otherwise provided in this Agreement, shall conform to the standards and criteria for public improvements as established and approved by the Town as of the date of submittal to the Town.

1.3 Construction Standards and Deadline. (a) Subdivider shall construct all improvements required by this Agreement, including but not limited to all water lines, sanitary sewer collection lines, storm sewer lines, streets, curbs, gutter, sidewalks, landscaping, bike paths, and any other improvements constructed in relation to the Subdivision, in accordance with plans and specifications approved in writing by the Town and with the approved plat, and in full conformity with the Town's construction specifications applicable at the time of construction plan approval. Such approval shall continue in effect for three (3) years from the date of such approval. In the event that the Subdivider commences or performs any construction after such three (3) year period, the Subdivider shall

resubmit the project utility plans to the Town for reexamination. The Town may require the Subdivider to comply with the approved Town standards and specifications that are in effect at the time of resubmittal.

(b) Construction of public improvements shall be complete, and conditional acceptance of the public improvements shall be requested, by no later than August 30, 2024, deadline for completion cannot be during the winter season (November 1-March 1)]

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the Town shall be made to the Town Clerk, and all approvals required of the Town in connection with this Agreement shall be rendered by the Town's Mayor, or the Mayor's designee. The Town Engineer shall have general responsibility for coordinating development with Subdivider.

1.5 Plan Submission and Approval. Subdivider shall furnish to the Town complete plans for public improvements for the Subdivision, and obtain approval of such plans prior to the commencement of any construction work thereon. The Town shall issue its written approval or disapproval of said plans as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the Town, and the Town shall notify Subdivider of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the Town prior to the construction of any improvements.

1.6 Conditional Acceptance. No later than fourteen (14) days after improvements are completed for the Subdivision, Subdivider shall request inspection by the Town. If Subdivider does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of Subdivider. Subdivider shall provide "as-built" drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs no later than forty-five (45) days after improvements are completed. If Subdivider has not completed the improvements on or before the completion dates set forth in the "Phasing Plan" provided for in Section 1.14 herein, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. If improvements completed by Subdivider are satisfactory, the Town shall grant "conditional acceptance", which shall be subject to "final acceptance" as set forth herein. If improvements completed by Subdivider are unsatisfactory, the Town shall provide written notice to Subdivider of the repairs, replacements, construction or other work required to receive "conditional acceptance." Subdivider shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction, or other work required, Subdivider shall request of the Town a re-inspection of such work to determine if conditional acceptance can be granted, and the Town shall provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. The Town reserves the right to schedule

reinspection, depending upon scope of deficiencies.

1.7 Maintenance and Warranty of Improvements. For a two (2) year period from the date of "conditional acceptance" of any improvements related to the Subdivision, Subdivider shall warrant all said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within thirty (30) days after Subdivider's receipt of written notice from the Town requesting such repairs or replacements, the Subdivider has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement.

1.8 Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, Subdivider shall request a "final acceptance" inspection. The Town shall inspect the improvements and shall notify the Subdivider in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Subdivider has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall issue to Subdivider a letter of "final acceptance". If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within thirty (30) days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 8.1 of this Agreement.

1.9 Reimbursement to Town. The Town may complete construction, repairs, replacements, or other work for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 8.1 of this Agreement with funds other than the Improvement Guarantee, in which event Subdivider shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Subdivider fails to so reimburse Town, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

1.10 Testing and Inspection. (a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may be reasonably required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a timely basis for Town review and approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to such regulations, plans and specifications. The Town shall be present to inspect the pressure leakage testing of potable water lines conducted by the Subdivider, and the Subdivider shall employ, at the Subdivider's expense, a testing laboratory acceptable to the Town to conduct bacteriological tests of the potable water lines after the Subdivider has disinfected said lines according to the Town's construction regulations. The Subdivider shall be responsible for, and shall

promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Subdivision improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) All work shown on the approved public improvement plans shall be subject to inspection by the Town. Inspection by the Town shall not relieve the Subdivider from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of the Town are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of forty-eight (48) hours in advance to the Town for approval. All requests for after-hours inspection services shall be made in writing to the Town. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above.

(c) For purposes of this section, inspections shall be conducted by the Town Engineer, Public Works Supervisor or such other person designated by the Town Manager.

1.11 Financing and Improvement Guarantees. (a) Except as otherwise specially agreed herein, the Subdivider agrees to install and pay for all improvements described in Exhibit "B" or otherwise required by this Subdivision as shown on the approved plat, utility plans, and other approved documents on file with the Town.

(b) At or prior to recording of the final Plat, Subdivider shall submit to the Town an Improvement Guarantee for all public improvements related to the Subdivision. The term of the Guarantee shall be for a period of time sufficient to cover the completion of construction of the public improvements and shall not be released until conditional acceptance of the public improvements has been granted by the Town except as set forth in subsection (c), below. Said guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on Exhibit "C" attached hereto and incorporated herein by reference. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street construction, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements.

(c) The total amount of the Guarantee shall be calculated as one hundred and twenty-five percent (125%) of the total estimated cost including labor and materials of all public improvements to be constructed as described on Exhibit "B." At the time of conditional acceptance of all of the public improvements, the Town shall reduce the amount of the required Improvement Guarantee to twenty-five percent (25%) of the certified statement of construction costs.

(d) Prior to conditional acceptance of all of the public improvements, Subdivider may request a reduction in the Improvement Guarantee for any portion of the public improvements that (i) have been completed and (ii) constitute a distinct system (i.e., water or sewer lines) or otherwise are reasonably ready to be placed into service independently, as determined by the Town

Such requests shall be made by written request from Subdivider to the Town, accompanied by a certified statement of construction costs for such improvements. If such improvements are satisfactory, as determined by the Town, then the Town shall reduce the required amount of the Improvement Guarantee by 100% of the value of such completed public improvements. Any reduction in the Improvement Guarantee pursuant to this Section 1.11(d) shall not constitute conditional acceptance of any public improvements required by this Agreement.

(e) At the time of final acceptance of the public improvements, the Town shall release the remaining Improvement Guarantee provided no mechanics' liens have been filed with respect to the public improvements and the Subdivider is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the public improvements, the Town may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have improvements finally accepted within two (2) years of the date of the issuance of conditional acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Subdivider within thirty (30) days after said final acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish written notice to the Subdivider of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Subdivider shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained, then Subdivider is in default of this Agreement and is subject to the provisions of Section 8.1 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy; provided, however, that no additional 30-day notice to cure under Section 8.1 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein

shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Subdivider shall be limited to suits, actions or claims based upon conduct prior to "final acceptance" by the Town of the construction work. Subdivider acknowledges that the Town's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Subdivider or third parties is assumed by such review or approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the Town proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14 Phasing Plan; Issuance of Building Permits and Certificates of Occupancy. Subdivider shall complete all improvements and request conditional acceptance thereof on or before the completion deadline set forth in Section 1.3(b). In addition:

(a) No building permits shall be issued until the full amount of the Improvement Guarantee has been provided to the Town;

(b) No building permits shall be issued for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines and streets (including curb, gutter, and sidewalk pavement with at least the base course completed) serving the Subdivision have been completed and granted conditional acceptance; and

(c) No certificates of occupancy shall be issued within the Subdivision until all improvements within the Subdivision have been completed and have been granted conditional acceptance; and

(d) No building permits shall be issued for any structure located in excess of nine hundred feet from a single point of access.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before Town may approve construction plans for any improvements herein agreed upon, Subdivider shall acquire at its own expense and convey to the Town, all necessary land, rights-of-way and easements required by the Town for the construction of the proposed improvements related to the Subdivision. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by conveyed via the Plat or by Special Warranty Deed in form and substance acceptable to the Town Attorney. All title documents shall be recorded by the Town at the Subdivider's expense. The Subdivider shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.2 Construction. Subdivider shall furnish and install, at its own expense, the improvements listed on the "Schedule of Improvements" attached as Exhibit "B", in conformance with the subdivision plat and final development plan, drawings, plans and specifications approved by the Town prior to construction. If Subdivider does not meet the above obligations, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement. The Subdivider shall provide the Town Engineer with certified Record Plan Transparencies on Black Image Diazo Reverse Mylars, PDF scans, as well as AutoCAD dwg or ESRI GIS electronic files upon completion of the construction of public improvements and other documents as required by the Town. These documents shall show "as-built" locations of such improvements.

2.3 Utility Coordination and Installation. In addition to the Improvements described on Exhibit "B", Subdivider shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by the Town's Land Development Code.

3.0 STREET IMPROVEMENTS

3.1 Street Improvements. For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping and drainage improvements. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B".

3.2 North Ridge Drive. North Ridge Drive (designated as Outlot 3 on the Plat), the cost estimates for which are set forth in Exhibit "B," shall be constructed, owned and maintained by the Subdivider or successor homeowner's association, and shall be subject to the maintenance and warranty provisions of Section 1.7 of this Agreement.

3.3 Street Signs, Traffic Signs and Striping. Subdivider will install, at Subdivider's expense, striping, street name signs, stop signs, speed limit signs and other signs on local, collector and arterial streets. Signs and striping shall be installed in a manner reasonably approved by the Town and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

4.0 PUBLIC USE DEDICATION AND LANDSCAPING

4.1 Public Use Dedication. It is acknowledged and agreed that the six percent (6%) public land dedication for the Property shall be satisfied by the payment to the Town of cash in lieu of

dedication in the amount \$4,620. Such amount shall be paid in full prior to the recording of the Plat.

4.2 Landscape Improvements. For public lands and rights-of-way within the Subdivision, Subdivider shall furnish to the Town complete final landscape and irrigation plans and obtain approval thereof by the Town prior to commencement of public improvements. Subdivider shall construct the landscape improvements as required in landscape and irrigation plans approved by the Town. For private landscape improvements. Subdivider shall furnish a final landscape plan to the Town for approval prior to installation of landscape improvements. All such landscape improvements shall be installed prior to the issuance of any certificates of occupancy in the Subdivision.

5.0 WATER LINES

5.1 Specifications. (a) All water mains, lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B", including both on-site and off-site improvements.

(b) All of the water lines, fire hydrants, valves, fittings, and appurtenances as shown on the approved utility plans shall be installed by the Subdivider prior to issuance of any building permits on the property. This shall include all water services for all of the lots shown on the approved final plat.

6.0 SEWER LINES

6.1 Specifications. All sewer lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B."

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be the Subdivider's obligation. Subdivider shall cause, at its own expense, the provider of electric and power service to install all required street lighting pursuant to Town-approved plans and specifications. Said street lights shall be installed concurrently with the streets on which they are located. Once the street lights have been installed, the Subdivider or a successor homeowner's association shall pay for electricity and maintenance thereof.

7.2 Drainage Improvements. (a) Drainage improvements for the Subdivision shall be constructed by Subdivider and, at the minimum, in accordance with plans and specifications approved by the Town and in accordance with the minimum requirements for storm drainage facilities as have been established by the Town. All storm drainage facilities shall be so designed and constructed by the Subdivider as to protect downstream and adjacent properties against injury and adequately serve the Subdivision. No overlot grading shall be initiated by Subdivider until the Town issues written

approval of utility plans and proper permits have been obtained and copies of such permits have been provided to the Town.

(b) Drainage improvements shall be completed and granted conditional acceptance by the Town prior to the issuance of building permits for the Subdivision. Completion of the improvements shall include the certification by a licensed professional engineer that the drainage facilities which serve the development have been constructed in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the Subdivider to correct. Said certification shall be submitted to the Town at least two (2) weeks prior to the date of issuance for any building permit.

(c) Drainage improvements for each lot shall be constructed by the Subdivider, at the minimum, in accordance with plans approved at the time of Plat approval. Said plans shall conform to the Town's then existing flood plain regulations. Subdivider shall furnish copies of approved plans to subsequent purchasers (other than homeowner's) of lots. Any changes from the approved plans with respect to grade elevation or storm drainage facility configuration that occur as a result of the construction of houses and or other development of lots, whether by the Subdivider or other parties, shall require the approval of the Town. The Town may withhold the issuance of building permits and certificates of occupancy until the Town has approved such changes as being acceptable for the safe and efficient delivery of storm drainage water.

(d) Drainage improvements shall be shall be constructed, owned and maintained by the Subdivider or successor homeowner's association, and shall be subject to the maintenance and warranty provisions of Section 1.7 of this Agreement.

7.3 Trash, Debris, Mud. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision. If the Town determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by Town. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the Town in its sole discretion, the Town may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the Town. If Subdivider does not abate such mud or debris, or if an emergency exists, Town may abate the same at Subdivider's expense.

7.4 Limitation of Construction Hours. The operation of construction equipment shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. The Town Manager may, upon written application and for good cause, alter the hours of operation for a defined period of time.

8.0 MISCELLANEOUS TERMS

8.1 Breach of Agreement. In the event that the Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Subdivider by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may draw upon the Improvement Guarantee and complete the Improvements at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the Town, as defined herein. Notice by the Town to the Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient, then the Town has the right enforce the restrictions on the issuance of building permits and other approval or permits, and, if it chooses, to begin work on the Improvements at the expense of the Subdivider. If the Town determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the Town may immediately draw upon the Improvement Guarantee if available and may complete the Improvements at Subdivider's expense even if the improvement guaranty is not available; in such event, the Town shall use its best efforts to notify Subdivider at the earliest practical date and time. The Town may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under municipal, state or federal law. Failure to timely complete construction of improvements which is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the Subdivider's control shall not be considered a breach of the Agreement. Any costs incurred by the Town, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Subdivider shall be the responsibility of the Subdivider. The Town may deduct these costs from the Improvement Guarantee.

8.2 Final Utility Plan. (a) It is understood and agreed by the parties that a Final Utility Plan and supporting reports deemed necessary by the Town, shall be prepared and submitted by the Subdivider for approval as set forth in this Section. The Final Utility Plan shall be prepared in accordance with all applicable criteria of the Town in effect as of the date of this Agreement. The Subdivider shall submit said Plan to the Town for approval no later than thirty (30) days after the Town has granted final plat approval for the Subdivision.

(b) Subdivider agrees that the Town shall not grant approval of the Final Utility Plan until and unless all of the Town's comments and requirements concerning said Plan have been addressed to the satisfaction of the Town. The Final Utility Plan shall be approved by the Town before the final Subdivision Plat is recorded by the Town.

8.3 Owner's Association. Subdivider shall organize an appropriate owners' association or associations for the Subdivision. Owner shall form any such association(s) pursuant to the Colorado Common Interest Ownership Act (the "Act"), C.R.S. § 38-33.3-101, et seq. The Subdivider shall also execute and record covenants and instruments of conveyance that comply with the Act and which adequately provide for continuous ownership, operation, maintenance,

repair and replacement of common elements of the development, including but not limited to any private roads, private common areas, private facilities, and public or private open space. At least thirty (30) days prior to recording any covenants, Subdivider shall provide such documents to the Town for review and comment.

8.4 Recording of Agreement. The Town shall record this Agreement at Subdivider's expense in the office of the Clerk and Recorder, County of Morgan, State of Colorado, and the Town shall retain the recorded Agreement.

8.5 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.6 Assignment, Delegation and Notice. Subdivider shall provide to the Town for approval written notice of any proposed transfer of title to any portion of the Subdivision and of the Subdivision Agreement obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Subdivider and successor shall, until written Town approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement.

8.7 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

8.8 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Wiggins
Town Manager
304 Central Avenue
Wiggins, CO 80654

SUBDIVIDER:

Daniel Harrison
Owner/Manager
33 Stagecoach Lane
Fort Morgan, CO. 80701

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

8.9 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter, be completed in a timely manner

due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

8.10 Approvals. Whenever approval or acceptance of a matter is required or requested of the Town pursuant to any provisions of this Agreement, the Town shall act reasonably in responding to such matter.

8.11 Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Subdivision. If any prior agreements conflict with this Agreement, then this Agreement controls.

8.12 Title and Authority. Subdivider warrants to the Town that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

8.13 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

8.14 Agreement Status After Final Acceptance. Upon Final Acceptance by Town of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect except for the provisions of Sections 1.11 and 4.1(b) hereof, which provisions shall remain in effect and survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF WIGGINS, COLORADO

By: _____
Christopher Franzen, Mayor

ATTEST:

By: _____
Nichole Seiber, Town Clerk

SUBDIVIDER:
HARRISON HOMES, INC.

By: Daniel Harrison
Its: Owner/Manager

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Daniel Harrison.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A (Reduced Copy of Subdivision Plat)

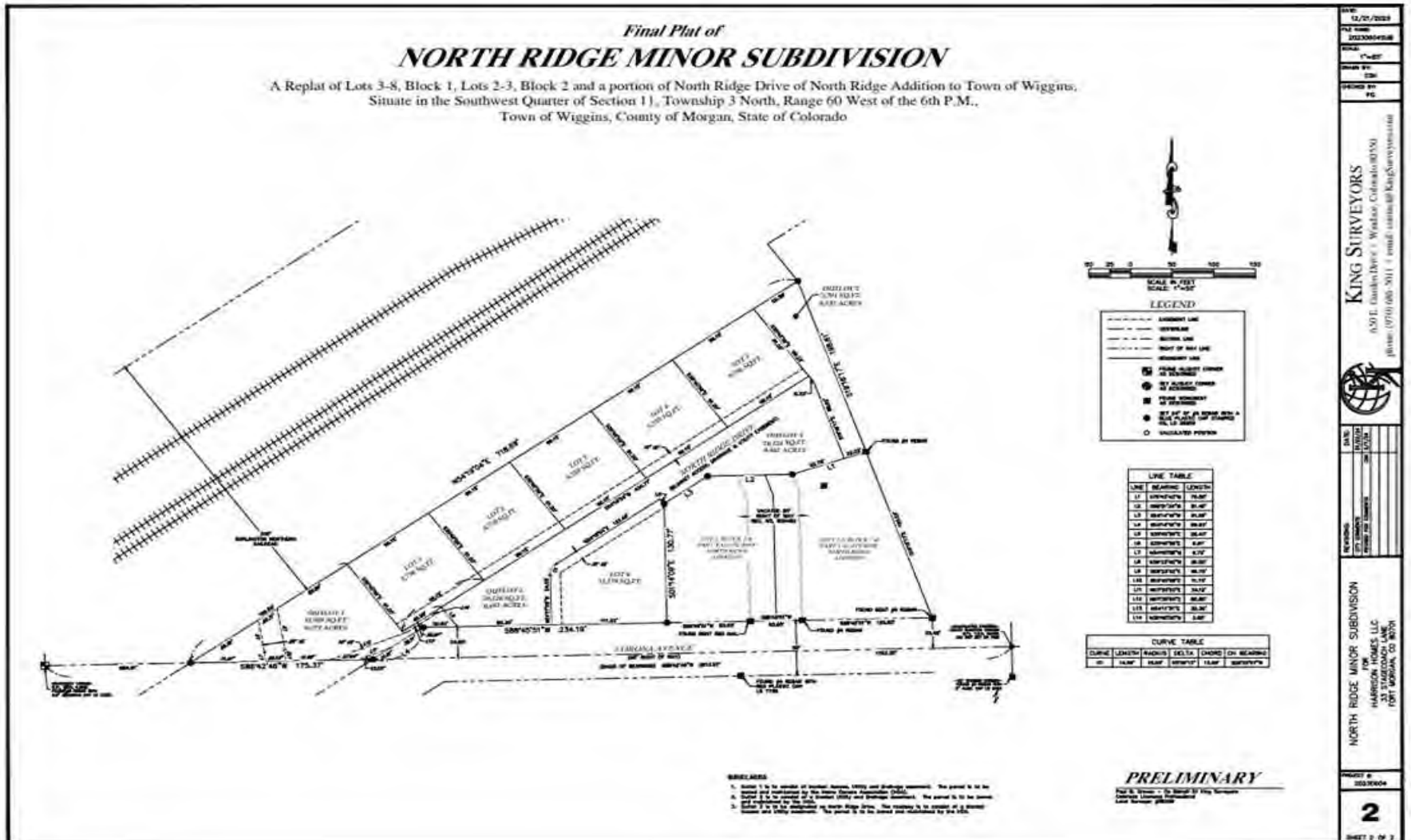


EXHIBIT B
(Schedule of Improvements)

4-Plex Apartment	
# Lots	6
# Units	24

Item #	Item Description	Quantity	Unit \$	Phase Total \$
	GC Gen. Cond., Erosion, Earthwork and Storm Sewer			
	Gen. Contractor General Conditions			
	Mobilization	1	2000	\$ 2,000
	Surveying and As Builts	1	5000	\$ 5,000
	Testing	1	5000	\$ 5,000
	Street Design	1	2000	\$ 2,000
	Erosion and SWMP Allowance	1	3000	\$ 3,000
	Earthwork	1	4000	\$ 4,000
	Construction Water	1	3000	\$ 3,000
	Dry utility Conduits	14	4000	\$ 56,000
	Street Signage	1	2000	\$ 2,000
	Gen. Contractor Gen. Conditions Sub.			82,000
	Per Lot			13,666.67
	Per Unit			3,416.67
	GC Sewer			
	Tie into existing	1.00	\$ 8,000.00	\$ 8,000
	8" mainline	600.00	\$ 65.00	\$ 39,000
	4' Manholes	4.00	\$ 5,800.00	\$ 23,200
	4" services	24.00	\$ 1,600.00	\$ 38,400
	GC Sewer Subtotal			108,600
	Per Lot			18,100.00
				4,525.00
	GC Water			
	Tie Into Mainline	1.00	\$ 8,000.00	\$ 8,000
	8" Mainline	750.00	\$ 50.00	\$ 37,500
	Fittings and Bends	5.00	\$ 500.00	\$ 2,500
	Fire Hydrant inc. line	2.00	\$ 5,600.00	\$ 11,200
	3/4 Services	2.00	\$ 3,000.00	\$ 6,000
	Valves	3.50	\$ 1,200.00	\$ 4,200
	2" blow off assemblies	1.00	\$ 2,100.00	\$ 2,100
	1" Services dual meters	12.00	\$ 4,300.00	\$ 51,600
	GC Water Subtotal			123,100
	Per Lot			20,516.67
				5,129.17
	Storm Sewer			
	18" mainline	320.00	\$ 92.00	\$ 29,440
	4' Manholes	2.00	\$ 5,800.00	\$ 11,600
	Flaired end sections	2.00	\$ 2,300.00	\$ 4,600
	Type 5 inlets	3.00	\$ 7,000.00	\$ 21,000
	GC Sewer Subtotal			66,640
	Per Lot			11,106.67
	Per Unit			2,776.67
	GC Concrete Flatwork			
	Rollover curb and walk prep	680.00	\$ 4.00	\$ 2,720
	5' walk prep In ROW	570.00	\$ 4.00	\$ 2,280
	HC ramp and radius prep in ROW	2.00	\$ 600.00	\$ 1,200
	31" curb in ROW	510.00	\$ 4.00	\$ 2,040
	31" curb prep	720.00	\$ 4.00	\$ 2,880
	Radius Prep IN ROW	2.00	\$ 600.00	\$ 1,200
	Crossspan Prep In ROW	1.00	\$ 710.00	\$ 710
	6' Rollover Curb/Walk	680.00	\$ 38.00	\$ 25,840
	5' walk In ROW	570.00	\$ 30.00	\$ 17,100
	31" curb in ROW	510.00	\$ 30.00	\$ 15,300
	31" curb only	720.00	\$ 30.00	\$ 21,600
	20' Radius In ROW	2.00	\$ 1,800.00	\$ 3,600
	HC Ramps	1.00	\$ 2,500.00	\$ 2,500
	Crossspan 8" thick in ROW	1.00	\$ 4,000.00	\$ 4,000
	Concrete Mobilization	1.00	\$ 2,000.00	\$ 2,000

ROW Cost Allocation
1000
2000
2000
0
2000
2000
1000
0
1000
11,000
\$ 8,000
\$ 39,000
\$ 23,200
\$ 38,400
108,600
\$ 8,000
\$ 37,500
\$ 2,500
\$ 11,200
\$ 6,000
\$ 4,200
\$ 2,100
\$ 51,600
123,100
\$ 29,440
\$ 11,600
\$ 4,600
\$ 21,000
66,640
0
2280
1200
0
0
1200
710
0
17100
15300
0
3600
0
4000
0166
0

	GC Concrete Subtotal				104,970	45,390
	Per Lot				17,495.00	
	Per unit				4,373.75	
	GC Asphalt					
	Corona Tie In	1.00	\$	7,500.00	\$ 7,500	7500
	Subgrade Streets	2,500.00	\$	4.00	\$ 10,000	0
	Asphalt Mobilization	1.00	\$	2,000.00	\$ 2,000	0
	4" over 6" Asphalt	2,500.00	\$	50.00	\$ 125,000	0
	Raise Manholes and Valves	5.00	\$	500.00	\$ 2,500	0
	Asphalt Subtotal				147,000	7,500
	Per Lot				24,500.00	
	Per Unit				6,125.00	
	GC Subtotal				565,719.00	362,230.00
	Warranty and Contengency				22,628.76	
	GC Lot Cost Total				588,347.76	
	Per Lot				98,057.96	
	Per Unit				24,514.49	
	Development Costs In ROW					362,230.00
	Summary Of Costs					
	GC Lot Cost Total					
	Land					
	Entitlement					
	Dry Utilities					
	Landscaping and Irrigation					
	Mailboxes					
	MGMT Fees					
	Loan Fees					
	Financing - Interest					
	Closing Costs					
	Legal					
	Lics/Acct/Ad/Etc					
	Bonding					
	Insurance					

EXHIBIT C
IRREVOCABLE LETTER OF CREDIT
STANDARD FORM

[date of Letter of Credit - the date the credit is opened]

Town of Wiggins
304 Central Avenue
Wiggins, CO 80654

Attn: Town Administrator:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Wiggins (Attn: Town Administrator), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the Town, or send them to the Town, at the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be

deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 20__.

PAY TO: The account of the Town of Wiggins, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

TOWN OF WIGGINS, COLORADO

By: _____
Town Manager

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Wiggins, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Administrator for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20__.

TOWN OF WIGGINS, COLORADO

By: _____
Town Manager



STAFF SUMMARY

**Board of Trustees Meeting
February 28, 2024**

DATE: February 22, 2024

AGENDA ITEM NUMBER: 7

TOPIC: Consideration of Resolution No. 08-2024 – A Resolution Authorizing the Town of Wiggins to Contract for the Installation of the Grinder Vault at the Johnson Street Lift Station.

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND

The Town of Wiggins operates two lift stations to pump sewage to the waste water treatment facility. The lift stations are located on Johnson Street west of Wiggins School north of Central Avenue in the Roberts 81 development. The Johnson Street lift station serves the Park View commons Apartments, the Kiowa Park Subdivision and the homes in the Farm Subdivision. Currently, the Central Avenue lift station serves Stub's and the CDOT rest area.

The Johnson Street Lift Station has seen a significant increase in flow the past couple years due to the build out the Parkview Commons Apartments, the Kiowa Park Subdivision and additional homes being built in the Farm Subdivision. The increased flow has resulted an increase in non-sewage items being introduced into the sewer system resulting in damage to the lift station pumps and operation.

At the January 24, 2024 Board of Trustees meeting, the Board approved the purchase of a Vogelesang Xripper Grinder from Ambiente H2O. The vault/manhole required for the grinder installation is being contracted separately.

SUMMARY

Staff solicited bids for the vault/manhole installation from three local contractors. Two contractors, Daren Neb Excavating, LLC and Jess Backhoe Service, LLC were responsive. Daren Neb Excavating, LLC Provided the lowest quote at \$23,000.00.

FISCAL IMPACT

Approval of a Resolution authorizing the Town to contract for the installation of the vault/manhole for the Johnson Street lift station will impact the Sewer Enterprise Fund by an estimated \$23,000.00.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES

Providing reliable water and wastewater treatment facilities is one of the goals of the Town Board of Trustees and Staff.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board can approve the resolution as presented, request modifications to the resolution, or not approve the resolution.

MOTION FOR APPROVAL

I make a motion to adopt Resolution No. 08-2024 – A Resolution Authorizing the Town of Wiggins to Contract for the Installation of the Grinder Vault at the Johnson Street Lift Station.

ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE

(Resolutions require affirmative votes from the majority of Trustees present)

ESTIMATE

Darin Neb Excavating, LLC
18082 CR
Brush, CO 80723

dnexcavating@hotmail.com
+1 (970) 370-4670

City of Wiggins

Bill to
City of Wiggins
304 Central Avenue
Wiggins, CO 80654

Ship to
City of Wiggins
304 Central Avenue
Wiggins, CO 80654

Estimate details
Estimate no.: 1003
Estimate date: 02/05/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		02 Site Work Install 5-foot manhole 20 feet deep for grinder system. (do not exceed)		1	\$23,000.00	\$23,000.00
Total						\$23,000.00

2/6/24 - Talked w/ Darin. This does include
concrete vault sections, base & 1.2

Jess Backhoe Service LLC
P O Box 951
Fort Morgan, CO 80701

Jeramy Jess, Owner
16719 Carrie Court
Fort Morgan, CO 80701
970-768-3526

Bid Date: December 19, 2023

Town of Wiggins

Attn: Beau

<u>Description of Work to be Completed:</u>		<u>Amount:</u>
Bid estimate	Install 4' diameter manhole by approx. 18' deep over sewer pipe Entering lift station. To be installed on East side of fenced area. Includes excavation, installation, manhole barrels, manhole lid and Cast iron lid, concrete base and trench shoring. Backfill and compact.	\$ 30,364.00
	Install 4' diameter manhole by approx. 8' deep over 4" drain line at Water treatment plant 20265 Rd. 1. To be discussed with Beau when Met at site. Includes excavation, installation, manhole barrels, manhole Lid, cast iron lid, and concrete base. Backfill and compact. Does not include traffic control if required.	\$ 11, 272.00
Total:		\$ 41,636.00

Acceptance: _____ date: _____

Bid expires 3/1/2024

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 08-2024**

A RESOLUTION AUTHORIZING THE TOWN OF WIGGINS TO CONTRACT FOR THE INSTALLATION OF THE GRINDER VAULT AT THE JOHNSON STREET LIFT STATION

WHEREAS, the Town of Wiggins operates two lift stations to pump sewage to the waste water treatment facility; and

WHEREAS, the Johnson Street Lift Station has seen a significant increase in flow the past couple years due to the build out the Parkview Commons Apartments, the Kiowa Park Subdivision and additional homes being built in the Farm Subdivision; and

WHEREAS, the increased flow has resulted an increase in non-sewage items being introduced into the sewer system resulting in damage to the lift station pumps and operation; and

WHEREAS, the installation of an in-line grinder will help alleviate the recent pump and lift station issues; and

WHEREAS, Town staff has solicited quotes for the installation of a vault/manhole required for the addition the Vogelsang Xripper Grinder.

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

Section 1. The Board of Trustees hereby authorizes the Town Manager to contract with Daren Neb Excavating, LLC for the installation of the vault/manhole at an estimated cost of \$23,000.00.

INTRODUCED, ADOPTED AND RESOLVED THIS 28TH DAY OF FEBRUARY, 2024.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk/Treasurer



STAFF SUMMARY

**Board of Trustees Meeting
February 28, 2024**

DATE: February 22, 2024

AGENDA ITEM NUMBER: 8

TOPIC: Consideration of Resolution No. 09-2024 – A Resolution Approving an Agreement Between the Town of Wiggins and High Country Pipe & Utility

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND

The Town of Wiggins owns and operates the sewer system for the Town of Wiggins. The Town as part of the maintenance of the sewer lines does video inspection of the sewer lines. The Town contracts with High Country Pipe & Utility to jet and video inspect the sewer lines. The previous contract for sewer inspection ended in 2023.

SUMMARY

Staff has been in contact with High Country Pipe & Utility regarding renewal of the previous contract. High Country Pipe & Utility has performed well in the past and recently was very responsive when we needed assistance at the Johnson Street lift station and in Kiowa Park. High Country Pipe & Utility is holding the cost of the work at same level as the previous contract.

FISCAL IMPACT

Approval of a Resolution authorizing the Mayor to sign a contract with High Country Pipe and Utility will impact the Sewer Enterprise Fund by an estimated \$35,000.00 per year for five years.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES

Providing reliable water and wastewater treatment facilities is one of the goals of the Town Board of Trustees and Staff.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board can approve the resolution as presented, request modifications to the resolution, or not approve the resolution.

MOTION FOR APPROVAL

I make a motion to adopt Resolution No. 09-2024 –A Resolution Approving an Agreement Between the Town of Wiggins and High Country Pipe & Utility.

ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE

(Resolutions require affirmative votes from the majority of Trustees present)

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 09-2024**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF
WIGGINS AND HIGH COUNTRY PIPE & UTILITY.**

WHEREAS, the Town of Wiggins intends to contract High Country Pipe & Utility to clean the main lines of the sewer system for the Town; and

WHEREAS, an agreement has been proposed between the Town and High Country Pipe & Utility related to such project; and

WHEREAS, the total compensation under the agreement is not to exceed \$35,000 per year over a 5-year contract; and

WHEREAS, the Board of Trustees desires to approve the agreement subject to these spending limitations;

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

Section 1. The Agreement between the Town of Wiggins and High Country Pipe & Utility for professional services is hereby approved in substantially the same form as the copy of such Agreement attached hereto and incorporated herein by reference except that, notwithstanding the cost estimates set forth in the Agreement, not to exceed \$35,000 per year over a 5-year contract.

Section 2. The Mayor, Town Administrator, Town Clerk 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 Agreement and are further authorized to execute and deliver any and all documents necessary under the terms and conditions of said Agreement.

INTRODUCED, ADOPTED AND RESOLVED THIS 28TH DAY OF FEBRUARY, 2024.

TOWN OF WIGGINS

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF WIGGINS AND HIGH COUNTRY PIPE & UTILITY

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between the **Town of Wiggins**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and **HIGH COUNTRY PIPE & UTILITY**, whose address is 1205 Midway Drive, Fort Collins, Colorado 80526) A Colorado Corporation, hereinafter referred to as the (“Contractor.”).

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. The total maximum amount payable under this Agreement shall in no event exceed \$35,000 per year, over the 5-year contract. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Beau Warden, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- 5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to _____, 2029, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Wiggins Board of Trustees, in its sole discretion. In the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure

or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Town of Wiggins, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Wiggins, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Wiggins under this contract.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may

procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. 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 Town.

9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the Town.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1 **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.**

10.2 CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.

- 10.3 Contractor does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town.
- 10.4 Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5 The Town will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6 Neither the Contractor nor any of its officers or employees will receive benefits of any type from the Town.
- 10.7 Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Town.
- 10.8 All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9 Contractor will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Morgan County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile or email transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Wiggins
Attn: Town Manager
304 Central Ave
Wiggins, CO 80654
Phone: (970) 483-6161
Fax: (970) 483-7364
Email: tacre@wigginsco.com

If to the Contractor:

Telephone: _____

Fax: _____

Email: _____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the Town for approval. The Town will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

TOWN OF WIGGINS
A Colorado Municipal Corporation

HIGH COUNTRY PIPE & UTILITY

By: _____

Christopher Franzen, Mayor

By:

Title:

Date:

Attest: _____

Nichole Seiber, Town Clerk

Exhibit A – Scope of Services and Price Information



1205 Midway Drive
Ft. Collins, CO 80526
Scheduling: (970) 412-5153
Billing: (970) 213-3411
Fax: (888) 519-1963
Email: highcountrypipe@gmail.com
www.highcountrypipe.com

Proposal in format requested:

Cost per LF for jetting: \$1.09

Cost per LF for CCTV: \$1.09

Total price per foot: \$2.18

I sincerely thank you for the opportunity to bid on your contract work, as well as your time in your consideration of High Country Pipe & Utility as your company of choice.



STAFF SUMMARY

**Board of Trustees Meeting
February 28, 2024**

DATE: February 26, 2024

AGENDA ITEM NUMBER: 9

TOPIC: Consideration of Resolution No. 10-2024 – A Resolution of the Town of Wiggins, Colorado in Opposition to Accessory Dwelling Unit Preemptions in House Bill 24-1152

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND

Periodically the Colorado Municipal League (CML) sends out an “Legislative Action Alert” requesting support from member municipalities to support CML’s position on a particular bill being considered in the State House or Senate. CML is asking member municipalities testify at a House Committee Hearing on HB24-1152 and pass a resolution opposing the preemptions in the bill.

SUMMARY

CML has requested member municipalities take a position in opposition to HB24-1152 unless amended regarding Accessory Dwelling Units (ADUs). Even though HB24-1152 would not currently impact Wiggins, it could in the future. HB24-1152 also would impose a top-down residential zoning standards on municipalities. The bill would prohibit local governments such as Wiggins from maintain owner-occupancy rules, parking requirements, or ADU-specific local design or dimension standards.

Included with this Staff Summary is HB24-1152 (current version), CMLs Position Paper on HB24-1152, and an article by CML on ADUs.

FISCAL IMPACT

Approval of this Resolution has no impact to the Town’s approved 2024 Budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES

Supporting CMLs efforts to support a municipalities need for flexibility to address regulations based on local conditions helps maintain local control.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board can approve the resolution as presented, request modifications to the resolution, or not approve the resolution.

MOTION FOR APPROVAL

I make a motion to adopt Resolution No. 10-2024 – A Resolution of the Town of Wiggins, Colorado in Opposition to Accessory Dwelling Unit Preemptions in House Bill 24-1152.

ACTION REQUESTED

MOTION, SECOND, ROLL-CALL VOTE

(Resolutions require affirmative votes from the majority of Trustees present)

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 10-2024**

**RESOLUTION OF THE TOWN OF WIGGINS, COLORADO IN OPPOSITION
TO ACCESSORY DWELLING UNIT PREEMPTIONS IN HOUSE BILL 24-1152**

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it; and

WHEREAS, House Bill 24-1152 would place a state mandate on local land use matters in certain jurisdictions and substitute the judgment of legislators and state regulators who lack the understanding needed to make the right decisions for our community; and

WHEREAS, House Bill 24-1152's direct preemptions and excessive restrictions will undermine the efforts that many local governments have already undertaken to allow accessory dwelling units (ADUs) with reasonable requirements crafted respond to the needs to the local community after public engagement; and

WHEREAS, House Bill 24-1152 will limit our ability to maintain reasonable zoning regulations to ensure a high quality of life and safety for our current and future residents.

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

Section 1. It is the position of the Town of Wiggins that municipalities are best suited to determine appropriate ADU zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates– are the solution to Colorado's affordable housing problem;

Section 2. The Town of Wiggins opposes House Bill 24-1152 and strongly urges its legislators to vote NO on this legislation.

INTRODUCED, ADOPTED AND RESOLVED THIS 28TH DAY OF FEBRUARY, 2024.

TOWN OF WIGGINS

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk



COLORADO
MUNICIPAL
LEAGUE

**OPPOSE
UNLESS
AMENDED
HB24-1152**

OPPOSE HB24-1152 UNLESS AMENDED

Accessory Dwelling Units

WHAT DOES THE BILL DO?

HB24-1152 imposes top-down residential zoning standards on select municipalities in Metropolitan Planning Organizations (MPOs) by making accessory dwelling units (ADUs) a “use by right” in single family zones. The bill would prohibit local governments from maintaining parking requirements, owner-occupancy rules, and so-called “restrictive” design or dimension standards.

WHY YOU SHOULD OPPOSE UNLESS AMENDED

Colorado Municipal League respectfully requests opposition, unless the bill is amended. This bill will require many local governments to change zoning requirements regardless of local needs. Many communities in Colorado already allow ADUs with reasonable requirements that meet the needs of the local community. This bill will undo the great work of municipalities across the state. If preemptions are replaced with incentives, municipalities can continue and expand their ongoing efforts.

YOUR OPPOSITION IS RESPECTFULLY REQUESTED

- HB24-1152 overrides current ADU programs that have reasonable requirements and incentives for housing production.
- HB24-1152 focuses on preemption of local control instead of adequate financial incentives.
- HB24-1152 tells Coloradans that they shouldn't have a say in how their communities grow.

CONTACT

Bev Stables | CML legislative and policy advocate | 978-973-4401 | bstables@cml.org



COLORADO
MUNICIPAL
LEAGUE

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 24-0454.03 Pierce Lively x2059

HOUSE BILL 24-1152

HOUSE SPONSORSHIP

Amabile and Weinberg,

SENATE SPONSORSHIP

Mullica and Exum,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING INCREASING THE NUMBER OF ACCESSORY DWELLING**
102 **UNITS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Section 1 of the bill creates a series of requirements related to accessory dwelling units. The bill establishes unique requirements for subject jurisdictions and for qualifying as an accessory dwelling unit supportive jurisdiction (supportive jurisdiction).

As established in the bill, a subject jurisdiction is either:

- A municipality that has a population of 1,000 or more and

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

that is within the area of a metropolitan planning organization; or

- The portion of a county that is both within a census designated place with a population of ten thousand or more, as reported in the most recent decennial census, and within the area of a metropolitan planning organization.

The bill requires a subject jurisdiction to allow, subject to an administrative approval process, one accessory dwelling unit as an accessory use to a single-unit detached dwelling in any part of the subject jurisdiction where the subject jurisdiction allows single-unit detached dwellings. The bill also prohibits subject jurisdictions from enacting or enforcing certain local laws that would restrict the construction or conversion of an accessory dwelling unit.

In order to qualify as a supportive jurisdiction, a jurisdiction must submit a report to the division of local government in the department of local affairs (the division) demonstrating that the jurisdiction:

- Has complied with the accessory dwelling unit requirements the bill imposes on subject jurisdictions; and
- Has implemented one or more strategies to encourage and facilitate the construction or conversion of accessory dwelling units.

Section 1 also creates the accessory dwelling unit fee reduction and encouragement grant program within the division. The purpose of this grant program is for the division to provide grants to supportive jurisdictions for offsetting costs incurred in connection with developing pre-approved accessory dwelling unit plans, providing technical assistance to persons converting or constructing accessory dwelling units, or waiving or reducing accessory dwelling unit associated fees and other required costs.

Section 2 grants the Colorado economic development commission the power to expend \$8 million to contract with the Colorado housing and finance authority to operate and establish the following programs to benefit the residents of supportive jurisdictions:

- An accessory dwelling unit loss reserve program that offers affordable loans for the construction or conversion of accessory dwelling units;
- A program that allows for the buying down of interest rates on loans made in connection with the construction or conversion of accessory dwelling units;
- A program that offers down payment assistance in connection with accessory dwelling units; and
- A program through which the Colorado housing and finance authority offers direct loans in connection with the construction or conversion of accessory dwelling units.

Section 3 prohibits a planned unit development resolution or

ordinance for a planned unit development from restricting the permitting of an accessory dwelling unit more than the local law that applies to accessory dwelling units outside of the planned unit development.

Section 4 states that any prohibition on accessory dwelling units or the implementation of restrictive design or dimension standards by a unit owners' association in a supportive jurisdiction is void as a matter of public policy.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 35 to title 29 as follows:

ARTICLE 35

State Land Use Criteria For Affordable Housing

PART 1

ACCESSORY DWELLING UNITS

29-35-101. Legislative declaration. (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT:

(I) ACCESSORY DWELLING UNITS OFFER A WAY TO PROVIDE COMPACT, RELATIVELY AFFORDABLE HOUSING IN ESTABLISHED NEIGHBORHOODS WITH MINIMAL IMPACTS TO INFRASTRUCTURE AND TO SUPPLY NEW HOUSING OPPORTUNITIES WITHOUT ADDED DISPERSED LOW-DENSITY HOUSING;

(II) ACCESSORY DWELLING UNITS GENERATE RENTAL INCOME TO HELP HOMEOWNERS COVER MORTGAGE PAYMENTS OR OTHER COSTS, WHICH CAN BE IMPORTANT FOR A VARIETY OF RESIDENTS, SUCH AS OLDER HOMEOWNERS ON FIXED INCOMES AND LOW- AND MODERATE-INCOME HOMEOWNERS;

(III) ACCESSORY DWELLING UNITS PROVIDE FAMILIES WITH OPTIONS FOR INTERGENERATIONAL LIVING ARRANGEMENTS THAT ENABLE CHILD OR ELDER CARE AND AGING IN PLACE, AND A 2021 SURVEY BY THE

1 AARP FOUND THAT APPROXIMATELY SEVENTY-FIVE PERCENT OF PEOPLE
2 FIFTY YEARS OF AGE OR OLDER WANT TO STAY IN THEIR HOMES OR
3 COMMUNITIES FOR AS LONG AS THEY CAN. ACCORDING TO A 2018 STUDY
4 BY THE CENTER FOR AMERICAN PROGRESS, FIFTY-ONE PERCENT OF
5 COLORADANS LIVE IN A CHILD CARE DESERT-A COMMUNITY WHERE THERE
6 ARE NO CHILD CARE PROVIDERS OR SO FEW OPTIONS THAT THERE ARE
7 MORE THAN THREE TIMES AS MANY CHILDREN AS THERE ARE LICENSED
8 CHILD CARE SLOTS. THESE CHILD CARE DESERTS ARE SITUATED WITHIN
9 RURAL, SUBURBAN, AND URBAN COMMUNITIES AND ARE A MAJOR REASON
10 FOR WORKING PARENTS TO LEAVE THE WORKFORCE.

11 (IV) ACCESSORY DWELLING UNITS ARE OFTEN OCCUPIED AT LOW
12 TO NO RENT BY FAMILY MEMBERS, AND IF THEY ARE RENTED PRIVATELY,
13 THEIR RENTS ARE RELATIVELY AFFORDABLE BECAUSE OF THEIR SMALL
14 SIZE;

15 (V) AS COLORADO'S POPULATION AGES AND TYPICAL HOUSEHOLD
16 SIZE CONTINUES TO DECREASE, ACCESSORY DWELLING UNITS OFFER MORE
17 COMPACT HOUSING OPTIONS THAT ALIGN WITH THE STATE'S CHANGING
18 DEMOGRAPHICS, AND COLORADANS OVER SIXTY-FIVE YEARS OF AGE ARE
19 THE FASTEST-GROWING AGE COHORT IN COLORADO ACCORDING TO THE
20 STATE DEMOGRAPHY OFFICE;

21 (VI) ACCESSORY DWELLING UNITS ENABLE SENIORS TO DOWNSIZE,
22 MOVE INTO ACCESSIBLE UNITS, OR LIVE WITH FAMILY OR A CAREGIVER
23 WHILE REMAINING IN THEIR COMMUNITIES. A 2018 AARP SURVEY FOUND
24 THAT SIXTY-SEVEN PERCENT OF ADULTS WOULD CONSIDER LIVING IN AN
25 ACCESSORY DWELLING UNIT TO BE CLOSE TO SOMEONE BUT STILL HAVE A
26 SEPARATE SPACE. MOST SENIORS DO NOT LIVE IN HOMES THAT ARE
27 ACCESSIBLE, EVEN THOUGH DISABILITY IS PREVALENT AMONG THE SENIOR

1 POPULATION AND INCREASES WITH AGE. LESS THAN FOUR PERCENT OF
2 EXISTING HOUSING UNITS IN THE UNITED STATES ARE ESTIMATED TO BE
3 LIVABLE FOR PEOPLE WITH MODERATE MOBILITY DIFFICULTIES,
4 ACCORDING TO "HOUSING FOR AN AGING POPULATION" IN THE JOURNAL
5 HOUSING POLICY DEBATE.

6 (VII) RELATIVE TO DISPERSED, LOW-DENSITY DEVELOPMENT,
7 COMPACT INFILL DEVELOPMENT, INCLUDING ACCESSORY DWELLING UNIT
8 DEVELOPMENT, REDUCES WATER USE, GREENHOUSE GAS EMISSIONS,
9 INFRASTRUCTURE COSTS, AND HOUSEHOLD ENERGY AND TRANSPORTATION
10 COSTS;

11 (VIII) ACCESSORY DWELLING UNITS USE SIGNIFICANTLY LESS
12 ENERGY FOR HEATING AND COOLING THAN SINGLE-UNIT DETACHED
13 DWELLINGS BECAUSE OF THEIR SMALLER SIZE, WHICH REDUCES
14 HOUSEHOLD ENERGY COSTS AND GREENHOUSE GAS EMISSIONS.
15 ACCESSORY DWELLING UNITS CAN REDUCE LIFETIME CARBON DIOXIDE
16 EMISSIONS BY FORTY PERCENT COMPARED TO MEDIUM-SIZED
17 SINGLE-FAMILY HOMES, ACCORDING TO A REPORT FROM THE OREGON
18 DEPARTMENT OF ENVIRONMENTAL QUALITY. REDUCING EMISSIONS FROM
19 THE HOUSING SECTOR IS CRITICAL FOR MEETING THE STATE'S GREENHOUSE
20 GAS EMISSIONS TARGETS ESTABLISHED IN SECTION 25-7-102. ACCORDING
21 TO "THE CARBON FOOTPRINT OF HOUSEHOLD ENERGY USE IN THE UNITED
22 STATES" IN THE PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES,
23 REDUCING FLOOR SPACE PER CAPITA IS A CRITICAL STRATEGY TO
24 REACHING MID-CENTURY CLIMATE GOALS.

25 (IX) COMPACT INFILL DEVELOPMENT REDUCES WATER DEMAND
26 AND INFRASTRUCTURE COSTS BY USING LESS PIPING, WHICH REDUCES
27 WATER LOSS; INCLUDES LESS LANDSCAPED SPACE PER UNIT; AND MAKES

1 BETTER USE OF EXISTING INFRASTRUCTURE. COMPARED TO A SINGLE-UNIT
2 DETACHED DWELLING, ACCESSORY DWELLING UNITS USE TWENTY-TWO
3 PERCENT LESS WATER, BASED ON DATA FROM DENVER AND AURORA
4 WATER USERS ANALYZED FOR THE "COLORADO WATER AND GROWTH
5 DIALOGUE FINAL REPORT" IN 2018.

6 (X) ACCESSORY DWELLING UNITS REDUCE GOVERNMENT CAPITAL
7 AND MAINTENANCE COSTS FOR INFRASTRUCTURE SINCE ACCESSORY
8 DWELLING UNITS ARE BUILT IN EXISTING NEIGHBORHOODS AND HAVE A
9 RELATIVELY SMALL IMPACT ON EXISTING INFRASTRUCTURE. NATIONAL
10 STUDIES SUCH AS "RELATIONSHIPS BETWEEN DENSITY AND PER CAPITA
11 MUNICIPAL SPENDING IN THE UNITED STATES", PUBLISHED IN URBAN
12 SCIENCE, HAVE FOUND THAT LOWER DENSITY COMMUNITIES HAVE HIGHER
13 GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR WATER, SEWER,
14 AND TRANSPORTATION INFRASTRUCTURE AND LOWER PROPERTY AND
15 SALES TAX REVENUE. THESE INCREASED COSTS ARE OFTEN BORNE BY
16 BOTH STATE AND LOCAL GOVERNMENTS.

17 (XI) A NUMBER OF LOCAL LAND USE LAWS PROHIBIT HOMEOWNERS
18 FROM BUILDING AN ACCESSORY DWELLING UNIT, OR APPLY REGULATIONS
19 TO ACCESSORY DWELLING UNITS THAT SIGNIFICANTLY LIMIT THEIR
20 CONSTRUCTION;

21 (XII) A NUMBER OF MUNICIPALITIES HAVE REMOVED BARRIERS TO
22 ACCESSORY DWELLING UNIT CONSTRUCTION SUCH AS PARKING
23 REQUIREMENTS, OWNER OCCUPANCY REQUIREMENTS, AND RESTRICTIVE
24 SIZE AND DESIGN LIMITATIONS, WHICH HAS RESULTED IN ACCESSORY
25 DWELLING UNIT PERMITS INCREASING TO TEN TO TWENTY PERCENT OF
26 TOTAL NEW HOUSING PERMITS AND AN OVERALL INCREASE IN THE TOTAL
27 HOUSING SUPPLY. SINCE CALIFORNIA IMPLEMENTED VARIOUS REFORMS TO

1 ENCOURAGE ACCESSORY DWELLING UNIT CONSTRUCTION, INCLUDING
2 REQUIRING CITIES TO ALLOW ACCESSORY DWELLING UNITS AS A USE BY
3 RIGHT, PREVENTING THE IMPOSITION OF PARKING REQUIREMENTS, AND
4 PREVENTING OWNER OCCUPANCY REQUIREMENTS, ACCESSORY DWELLING
5 UNIT CONSTRUCTION HAS INCREASED SIGNIFICANTLY IN CALIFORNIA.
6 FOLLOWING REFORMS TO CALIFORNIA'S ACCESSORY DWELLING UNIT LAW
7 IN 2016, ACCESSORY DWELLING UNIT DEVELOPMENT HAS INCREASED
8 RAPIDLY FROM AROUND ONE THOUSAND ACCESSORY DWELLING UNITS
9 PERMITTED IN 2016 TO OVER TWENTY-FOUR THOUSAND IN 2022, OR ABOUT
10 TWENTY PERCENT OF NEW HOUSING PERMITS STATEWIDE, ACCORDING TO
11 DATA FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
12 DEVELOPMENT AND ANALYSIS BY THE BIPARTISAN POLICY CENTER.

13 (XIII) HOUSING SUPPLY IMPACTS HOUSING AFFORDABILITY, AND
14 HOUSING PRICES ARE TYPICALLY HIGHER WHEN HOUSING SUPPLY IS
15 RESTRICTED BY LOCAL LAND USE REGULATIONS IN A METROPOLITAN
16 REGION, ACCORDING TO THE NATIONAL BUREAU OF ECONOMIC RESEARCH
17 IN WORKING PAPERS SUCH AS "REGULATION AND HOUSING SUPPLY", "THE
18 IMPACT OF ZONING ON HOUSING AFFORDABILITY", AND "THE IMPACT OF
19 LOCAL RESIDENTIAL LAND USE RESTRICTIONS ON LAND VALUES ACROSS
20 AND WITHIN SINGLE FAMILY HOUSING MARKETS";

21 (XIV) INCREASING HOUSING SUPPLY MODERATES PRICE INCREASES
22 AND IMPROVES HOUSING AFFORDABILITY ACROSS ALL INCOMES,
23 ACCORDING TO STUDIES SUCH AS "THE ECONOMIC IMPLICATIONS OF
24 HOUSING SUPPLY" IN THE JOURNAL OF ECONOMIC PERSPECTIVES AND
25 "SUPPLY SKEPTICISM: HOUSING SUPPLY AND AFFORDABILITY" IN THE
26 JOURNAL HOUSING POLICY DEBATE;

27 (XV) ACADEMIC RESEARCH SUCH AS "THE IMPACT OF BUILDING

1 RESTRICTIONS ON HOUSING AFFORDABILITY" IN THE FEDERAL RESERVE
2 BANK OF NEW YORK ECONOMIC POLICY REVIEW HAS IDENTIFIED ZONING
3 AND OTHER LAND USE CONTROLS AS A PRIMARY DRIVER OF RISING
4 HOUSING COSTS IN THE MOST EXPENSIVE HOUSING MARKETS;

5 (XVI) ACCESSORY DWELLING UNITS OFFER AFFORDABLE AND
6 ATTAINABLE OPTIONS TO LIVE IN HIGH-OPPORTUNITY NEIGHBORHOODS,
7 WHICH CAN HELP IMPROVE EQUITY OUTCOMES REGIONALLY AND
8 STATEWIDE. AN ANALYSIS OF ACCESSORY DWELLING UNIT PERMITTING IN
9 CALIFORNIA FOUND THAT ACCESSORY DWELLING UNITS ARE TYPICALLY
10 PERMITTED ON PARCELS WITH RELATIVELY GOOD ACCESS TO JOBS
11 COMPARED TO SURROUNDING AREAS, ACCORDING TO "WHERE WILL
12 ACCESSORY DWELLING UNITS SPROUT UP WHEN A STATE LETS THEM
13 GROW? EVIDENCE FROM CALIFORNIA" IN CITYSCAPE: A JOURNAL OF
14 POLICY DEVELOPMENT AND RESEARCH.

15 (XVII) LOCAL GOVERNMENT REGULATION OF ACCESSORY
16 DWELLING UNITS VARIES SIGNIFICANTLY WITHIN REGIONS AND STATEWIDE
17 IN COLORADO IN TERMS OF WHERE THEY ARE ALLOWED, THE DIMENSIONAL
18 AND DESIGN RESTRICTIONS APPLIED, AND OTHER REQUIREMENTS. THIS
19 INCONSISTENCY INHIBITS THE DEVELOPMENT OF A ROBUST MARKET OF
20 ACCESSORY DWELLING UNIT DEVELOPERS, MODULAR ACCESSORY
21 DWELLING UNIT DESIGNS, AND ASSOCIATED COST REDUCTIONS. COLORADO
22 IS SIMILAR TO MOST STATES IN THIS REGARD, AND, ACCORDING TO
23 "ZONING BY A THOUSAND CUTS" IN THE PEPPERDINE LAW REVIEW,
24 WHICH ANALYZED ACCESSORY DWELLING UNIT REGULATIONS ACROSS
25 CONNECTICUT, "THE HIGH DEGREE OF REGULATORY VARIATION THWARTS
26 THE DEVELOPMENT OF PROTOTYPE DESIGNS OR PREFABRICATED
27 [ACCESSORY DWELLING UNITS] THAT COULD SATISFY DIFFERENT RULES

1 ACROSS JURISDICTIONS".

2 (XVIII) MORE PERMISSIVE REGULATION BY LOCAL GOVERNMENTS
3 OF ACCESSORY DWELLING UNITS PROVIDES A REASONABLE CHANCE FOR
4 HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING
5 UNIT AND THEREBY INCREASE HOUSING SUPPLY, STABILIZE HOUSING
6 COSTS, AND CONTRIBUTE TO AFFORDABLE AND EQUITABLE HOME
7 OWNERSHIP TO ADEQUATELY MEET THE HOUSING NEEDS OF A GROWING
8 COLORADO POPULATION.

9 (b) THEREFORE, THE GENERAL ASSEMBLY DECLARES THAT
10 INCREASING THE HOUSING SUPPLY THROUGH THE CONSTRUCTION OR
11 CONVERSION OF ACCESSORY DWELLING UNITS IS A MATTER OF MIXED
12 STATEWIDE AND LOCAL CONCERN.

13 **29-35-102. Definitions.** AS USED IN THIS PART 1, UNLESS THE
14 CONTEXT OTHERWISE REQUIRES:

15 (1) "ACCESSIBLE UNIT" MEANS A HOUSING UNIT THAT SATISFIES
16 THE REQUIREMENTS OF THE FEDERAL "FAIR HOUSING ACT", 42 U.S.C. SEC.
17 3601 ET SEQ., AS AMENDED, AND INCORPORATES UNIVERSAL DESIGN.

18 (2) "ACCESSORY DWELLING UNIT" MEANS AN INTERNAL,
19 ATTACHED, OR DETACHED DWELLING UNIT THAT:

20 (a) PROVIDES COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE
21 OR MORE INDIVIDUALS;

22 (b) IS LOCATED ON THE SAME LOT AS A PROPOSED OR EXISTING
23 PRIMARY RESIDENCE; AND

24 (c) INCLUDES FACILITIES FOR LIVING, SLEEPING, EATING, COOKING,
25 AND SANITATION.

26 (3) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION"
27 MEANS A LOCAL GOVERNMENT THAT THE DIVISION HAS CERTIFIED

1 PURSUANT TO SECTION 29-35-104 AS AN ACCESSORY DWELLING UNIT
2 SUPPORTIVE JURISDICTION.

3 (4) "ACCESSORY USE" MEANS A STRUCTURE OR THE USE OF A
4 STRUCTURE ON THE SAME LOT WITH, AND OF A NATURE CUSTOMARILY
5 INCIDENTAL AND SUBORDINATE TO, THE PRINCIPAL STRUCTURE OR USE OF
6 THE STRUCTURE.

7 (5) (a) (I) "ADMINISTRATIVE APPROVAL PROCESS" MEANS A
8 PROCESS:

9 (A) IN WHICH A DEVELOPMENT APPLICATION IS APPROVED,
10 APPROVED WITH CONDITIONS, OR DENIED BY LOCAL GOVERNMENT
11 ADMINISTRATIVE STAFF BASED SOLELY ON ITS COMPLIANCE WITH
12 OBJECTIVE STANDARDS SET FORTH IN ZONING OR OTHER LOCAL LAWS; AND

13 (B) THAT DOES NOT REQUIRE, AND CANNOT BE ELEVATED TO
14 REQUIRE, A PUBLIC HEARING, A RECOMMENDATION, OR A DECISION BY AN
15 ELECTED OR APPOINTED PUBLIC BODY, OR HEARING OFFICER.

16 (II) NOTWITHSTANDING SUBSECTION (19)(a)(I) OF THIS SECTION,
17 AN ADMINISTRATIVE APPROVAL PROCESS MAY REQUIRE AN APPOINTED
18 HISTORIC PRESERVATION COMMISSION TO MAKE A DECISION, OR TO MAKE
19 A RECOMMENDATION TO LOCAL GOVERNMENT ADMINISTRATIVE STAFF,
20 REGARDING A DEVELOPMENT APPLICATION INVOLVING A HISTORIC
21 PROPERTY LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, THE
22 COLORADO STATE REGISTER OF HISTORIC PROPERTIES, OR DESIGNATED BY
23 THE LOCAL GOVERNMENT, PROVIDED THAT:

24 (A) THE LOCAL GOVERNMENT HAS BEEN DESIGNATED AS A
25 CERTIFIED LOCAL GOVERNMENT BY THE STATE HISTORIC PRESERVATION
26 OFFICE; AND

27 (B) THE DECISION OR RECOMMENDATION IS BASED ON STANDARDS

1 SET FORTH IN LOCAL LAW OR ESTABLISHED BY THE SECRETARY OF THE
2 INTERIOR OF THE UNITED STATES.

3 (b) AS USED IN THIS SUBSECTION (1), "OBJECTIVE STANDARD"
4 MEANS A STANDARD THAT:

5 (I) IS UNIFORMLY VERIFIABLE AND ASCERTAINABLE BY REFERENCE
6 TO AN AVAILABLE EXTERNAL OR UNIFORM BENCHMARK OR CRITERION BY
7 THE DEVELOPMENT APPLICANT OR PROPONENT AND THE PUBLIC BODY OR
8 OFFICIAL PRIOR TO THE DEVELOPMENT APPLICANT'S OR PROPONENT'S
9 FILING OF A DEVELOPMENT PROPOSAL; AND

10 (II) DOES NOT REQUIRE THE DECISION-MAKER TO MAKE ONE OR
11 MORE SUBJECTIVE DETERMINATIONS CONCERNING A DEVELOPMENT
12 APPLICATION, INCLUDING BUT NOT LIMITED TO WHETHER THE
13 APPLICATION:

14 (A) IS CONSISTENT WITH LOCAL DEVELOPMENT PLANS;

15 (B) IS OR CAN BE COMPATIBLE WITH THE LAND USE OR
16 DEVELOPMENT OF THE AREA SURROUNDING THE AREA DESCRIBED IN THE
17 APPLICATION;

18 (C) REQUIRES INDIVIDUALIZED EVALUATIONS RELATING TO
19 MITIGATION OF IMPACTS; OR

20 (D) IS CONSISTENT WITH PUBLIC WELFARE, COMMUNITY, OR
21 NEIGHBORHOOD CHARACTER.

22 (6) "COUNTY" MEANS A COUNTY, INCLUDING A HOME RULE
23 COUNTY BUT EXCLUDING A CITY AND COUNTY.

24 (7) "DIVISION" MEANS THE DIVISION OF LOCAL GOVERNMENT
25 CREATED IN SECTION 24-32-103.

26 (8) "DWELLING UNIT" MEANS A SINGLE UNIT PROVIDING COMPLETE
27 INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS,

1 INCLUDING PERMANENT FACILITIES FOR COOKING, EATING, LIVING,
2 SANITATION, AND SLEEPING.

3 (9) "EXEMPT PARCEL" MEANS A PARCEL THAT IS:

4 (a) NOT SERVED BY A DOMESTIC WATER AND SEWAGE TREATMENT
5 SYSTEM, AS DEFINED IN SECTION 24-65.1-104 (5);

6 (b) A HISTORIC PROPERTY THAT IS NOT WITHIN A HISTORIC
7 DISTRICT; OR

8 (c) IN A FLOODWAY OR IN A ONE HUNDRED YEAR FLOODPLAIN, AS
9 IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

10 (10) "HISTORIC DISTRICT" MEANS A DISTRICT ESTABLISHED BY
11 LOCAL LAW THAT MEETS THE DEFINITION OF "DISTRICT" SET FORTH IN 36
12 CFR 60.3 (d).

13 (11) "HISTORIC PROPERTY" MEANS A PROPERTY LISTED:

14 (a) ON THE NATIONAL REGISTER OF HISTORIC PLACES;

15 (b) ON THE COLORADO STATE REGISTER OF HISTORIC PROPERTIES;
16 OR

17 (c) AS A CONTRIBUTING STRUCTURE OR HISTORIC LANDMARK BY
18 A CERTIFIED LOCAL GOVERNMENT, AS DEFINED IN SECTION 39-22-514.5
19 (2)(b).

20 (12) "LOCAL GOVERNMENT" MEANS A MUNICIPALITY, COUNTY, OR
21 TRIBAL NATION WITH JURISDICTION IN COLORADO.

22 (13) "LOCAL LAW" MEANS ANY CODE, LAW, ORDINANCE, POLICY,
23 REGULATION, OR RULE ENACTED BY A LOCAL GOVERNMENT THAT
24 GOVERNS THE DEVELOPMENT AND USE OF LAND, INCLUDING LAND USE
25 CODES, ZONING CODES, AND SUBDIVISION CODES.

26 (14) "LOW- AND MODERATE-INCOME HOUSEHOLD" MEANS A
27 HOUSEHOLD THAT IS CONSIDERED LOW-, MODERATE-, OR MEDIUM-INCOME,

1 AS DETERMINED BY THE FEDERAL DEPARTMENT OF HOUSING AND URBAN
2 DEVELOPMENT.

3 (15) "METROPOLITAN PLANNING ORGANIZATION" MEANS A
4 METROPOLITAN PLANNING ORGANIZATION UNDER THE "FEDERAL TRANSIT
5 ACT OF 1998", 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED.

6 (16) "MUNICIPALITY" MEANS A HOME RULE OR STATUTORY CITY
7 OR TOWN, TERRITORIAL CHARTER CITY OR TOWN, OR CITY AND COUNTY.

8 (17) "RESTRICTIVE DESIGN OR DIMENSION STANDARD" MEANS A
9 STANDARD IN A LOCAL LAW THAT:

10 (a) REQUIRES AN ARCHITECTURAL STYLE, BUILDING MATERIAL, OR
11 LANDSCAPING THAT IS MORE RESTRICTIVE FOR AN ACCESSORY DWELLING
12 UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING
13 DISTRICT;

14 (b) DOES NOT ALLOW FOR ACCESSORY DWELLING UNIT SIZES
15 BETWEEN FIVE HUNDRED AND EIGHT HUNDRED SQUARE FEET;

16 (c) REQUIRES SIDE OR REAR SETBACKS FOR AN ACCESSORY
17 DWELLING UNIT GREATER THAN THE SETBACKS REQUIRED FOR AN
18 ACCESSORY BUILDING IN THE SAME ZONING DISTRICT, OR IF IT IS NOT
19 CLEARLY ESTABLISHED IN THE SAME ZONING DISTRICT, IN THE CASE OF AN
20 ACCESSORY DWELLING UNIT WITH A SINGLE STORY, REQUIRES SIDE OR
21 REAR SETBACKS GREATER THAN FIVE FEET;

22 (d) IS A MORE RESTRICTIVE MINIMUM LOT SIZE STANDARD FOR AN
23 ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED
24 DWELLING IN THE SAME ZONING DISTRICT; OR

25 (e) APPLIES MORE RESTRICTIVE AESTHETIC DESIGN OR
26 DIMENSIONAL STANDARDS TO ACCESSORY DWELLING UNITS THAT ARE
27 FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION

1 24-32-3302 (10), THAN OTHER ACCESSORY DWELLING UNITS.

2 (18)(a) "SHORT-TERM RENTAL" MEANS THE RENTAL OF A LODGING
3 UNIT FOR LESS THAN THIRTY DAYS. AS USED IN THIS SUBSECTION (18),
4 "LODGING UNIT" MEANS ANY PROPERTY OR PORTION OF A PROPERTY THAT
5 IS AVAILABLE FOR LODGING; EXCEPT THAT THE TERM EXCLUDES A HOTEL
6 OR MOTEL UNIT.

7 (b) NOTWITHSTANDING SUBSECTION (15)(a) OF THIS SECTION, A
8 LOCAL GOVERNMENT MAY APPLY ITS OWN DEFINITION OF "SHORT-TERM
9 RENTAL" FOR PURPOSES OF THIS PART 1.

10 (19) "SINGLE-UNIT DETACHED DWELLING" MEANS A DETACHED
11 BUILDING WITH A SINGLE DWELLING UNIT ON A SINGLE LOT.

12 (20) "SUBJECT JURISDICTION" MEANS EITHER:

13 (a) A MUNICIPALITY THAT BOTH HAS A POPULATION OF ONE
14 THOUSAND OR MORE, AS REPORTED BY THE STATE DEMOGRAPHY OFFICE,
15 AND IS WITHIN A METROPOLITAN PLANNING ORGANIZATION; OR

16 (b) THE PORTION OF A COUNTY THAT IS BOTH WITHIN A CENSUS
17 DESIGNATED PLACE WITH A POPULATION OF TEN THOUSAND OR MORE, AS
18 REPORTED IN THE MOST RECENT DECENNIAL CENSUS, AND WITHIN A
19 METROPOLITAN PLANNING ORGANIZATION.

20 (21) "UNIVERSAL DESIGN" MEANS ANY DWELLING UNIT DESIGNED
21 AND CONSTRUCTED TO BE SAFE AND ACCESSIBLE FOR ANY INDIVIDUAL
22 REGARDLESS OF AGE OR ABILITIES.

23 (22) "VISITABLE UNIT" MEANS A DWELLING UNIT THAT A PERSON
24 WITH A DISABILITY CAN ENTER, MOVE AROUND THE PRIMARY ENTRANCE
25 FLOOR OF, AND USE THE BATHROOM IN.

26 **29-35-103. Accessory dwelling unit requirements for a subject**
27 **jurisdiction.** (1) A SUBJECT JURISDICTION SHALL ALLOW, SUBJECT TO AN

1 ADMINISTRATIVE APPROVAL PROCESS, ONE ACCESSORY DWELLING UNIT AS
2 AN ACCESSORY USE TO A SINGLE-UNIT DETACHED DWELLING IN ANY PART
3 OF THE SUBJECT JURISDICTION WHERE THE JURISDICTION ALLOWS
4 SINGLE-UNIT DETACHED DWELLINGS.

5 (2) A SUBJECT JURISDICTION SHALL NOT:

6 (a) REQUIRE NEW PARKING IN CONNECTION WITH THE
7 CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT;

8 (b) REQUIRE AN ACCESSORY DWELLING UNIT, OR ANY OTHER
9 DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT, TO BE
10 OWNER-OCCUPIED; OR

11 (c) APPLY A RESTRICTIVE DESIGN OR DIMENSION STANDARD TO AN
12 ACCESSORY DWELLING UNIT.

13 (3) NOTHING IN THIS SECTION PREVENTS A SUBJECT JURISDICTION
14 OR OTHER LOCAL GOVERNMENT FROM:

15 (a) ALLOWING THE CONSTRUCTION OR CONVERSION OF AN
16 ACCESSORY DWELLING UNIT THAT IS SMALLER THAN FIVE HUNDRED
17 SQUARE FEET OR GREATER THAN EIGHT HUNDRED SQUARE FEET, OR
18 RESTRICTING THE SIZE OF AN ACCESSORY DWELLING UNIT SO THAT IT IS NO
19 LARGER THAN THE SIZE OF THE PRINCIPAL DWELLING UNIT ON THE SAME
20 LOT AS THE ACCESSORY DWELLING UNIT;

21 (b) ALLOWING THE CONSTRUCTION OR CONVERSION OF MULTIPLE
22 ACCESSORY DWELLING UNITS ON THE SAME LOT;

23 (c) APPLYING A DESIGN OR DIMENSION STANDARD TO AN
24 ACCESSORY DWELLING UNIT THAT IS NOT A RESTRICTIVE DESIGN OR
25 DIMENSION STANDARD;

26 (d) ADOPTING OR ENFORCING A GENERALLY APPLICABLE
27 REQUIREMENT FOR:

1 (I) THE PAYMENT OF AN IMPACT FEE OR OTHER SIMILAR
2 DEVELOPMENT CHARGE, PURSUANT TO SECTION 29-20-104.5; OR

3 (II) THE MITIGATION OF IMPACTS IN CONFORMANCE WITH THE
4 REQUIREMENTS OF PART 2 OF ARTICLE 20 OF THIS TITLE 29;

5 (e) ENACTING OR APPLYING A LOCAL LAW CONCERNING THE
6 SHORT-TERM RENTAL OF AN ACCESSORY DWELLING UNIT OR ANY OTHER
7 DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT;

8 (f) APPLYING THE DESIGN STANDARDS AND PROCEDURES OF A
9 HISTORIC DISTRICT TO A LOT ON WHICH AN ACCESSORY DWELLING UNIT IS
10 ALLOWED IN THAT HISTORIC DISTRICT, INCLUDING A STANDARD OR
11 PROCEDURE RELATED TO DEMOLITION;

12 (g) APPLYING AND ENFORCING A LOCALLY ADOPTED LIFE SAFETY
13 CODE, INCLUDING BUT NOT LIMITED TO, A BUILDING, FIRE, UTILITY, OR
14 STORMWATER CODE;

15 (h) ALLOWING THE CONSTRUCTION OF, OR ISSUING A PERMIT FOR
16 THE CONSTRUCTION OF, A SINGLE-UNIT DETACHED DWELLING IN AN AREA
17 ZONED FOR SINGLE-UNIT DETACHED DWELLINGS; OR

18 (i) ENCOURAGING THE CONSTRUCTION OF ACCESSORY DWELLING
19 UNITS THAT ARE, THROUGH THE APPLICATION OF LOCAL LAWS OR
20 PROGRAMS, MADE AFFORDABLE TO HOUSEHOLDS UNDER CERTAIN INCOME
21 LIMITS OR USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE.

22 (4) THIS SECTION ONLY APPLIES TO A PARCEL IN A SUBJECT
23 JURISDICTION THAT IS NOT AN EXEMPT PARCEL.

24 **29-35-104. Accessory dwelling unit supportive jurisdiction**
25 **report - certification of a jurisdiction as an accessory dwelling unit**
26 **supportive jurisdiction. (1) (a) IN ORDER TO BE CERTIFIED AS AN**
27 **ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION BY THE DIVISION,**

1 A LOCAL GOVERNMENT MUST SUBMIT TO THE DIVISION, IN A FORM AND
2 MANNER DETERMINED BY THE DIVISION, A REPORT DEMONSTRATING
3 EVIDENCE OF THE LOCAL GOVERNMENT:

4 (I) COMPLYING WITH SECTION 29-35-103; AND

5 (II) IMPLEMENTING ONE OR MORE OF THE FOLLOWING STRATEGIES:

6 (A) WAIVING OR REDUCING ACCESSORY DWELLING UNIT-RELATED
7 FEES THAT ARE INCURRED BY LOW- AND MODERATE-INCOME HOUSEHOLDS;

8 (B) ENACTING LOCAL LAWS OR PROGRAMS THAT INCENTIVIZE THE
9 AFFORDABILITY OF CERTAIN ACCESSORY DWELLING UNITS INCLUDING
10 ACCESSORY DWELLING UNITS USED PRIMARILY TO HOUSE THE LOCAL
11 WORKFORCE;

12 (C) PRE-APPROVING PLANS FOR THE CONSTRUCTION OF ACCESSORY
13 DWELLING UNITS;

14 (D) IMPLEMENTING A PROGRAM TO PROVIDE EDUCATION AND
15 TECHNICAL ASSISTANCE TO HOMEOWNERS TO CONSTRUCT OR CONVERT AN
16 ACCESSORY DWELLING UNIT;

17 (E) IMPLEMENTING A PROGRAM TO REGULATE THE USE OF
18 ACCESSORY DWELLING UNITS FOR SHORT-TERM RENTALS;

19 (F) ENACTING LOCAL LAWS THAT INCENTIVIZE THE CONSTRUCTION
20 AND CONVERSION OF ACCESSIBLE AND VISITABLE ACCESSORY DWELLING
21 UNITS;

22 (G) ASSISTING PROPERTY OWNERS WITH ENSURING THAT
23 PRE-EXISTING ACCESSORY DWELLING UNITS COMPLY WITH LOCAL LAWS;

24 (H) ENABLING A PATHWAY FOR THE SEPARATE SALE OF AN
25 ACCESSORY DWELLING UNIT;

26 (I) ENACTING LOCAL LAWS THAT ENCOURAGE THE CONSTRUCTION
27 OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL

1 STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); OR

2 (J) ANY OTHER STRATEGY THAT IS APPROVED BY THE DIVISION

3 AND THAT ENCOURAGES THE CONSTRUCTION, CONVERSION, OR USE OF

4 ACCESSORY DWELLING UNITS.

5 (b) (I) ON OR BEFORE JUNE 30, 2025, DECEMBER 31, 2029, AND

6 DECEMBER 31 OF EVERY THIRD YEAR THEREAFTER, A SUBJECT

7 JURISDICTION SHALL SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a)

8 OF THIS SECTION.

9 (II) NOTWITHSTANDING SUBSECTION (1)(b)(I) OF THIS SECTION,

10 THE DIVISION MAY ALLOW A SUBJECT JURISDICTION TO SUBMIT THE

11 REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION NO MORE THAN

12 SIX MONTHS AFTER THE DEADLINES DESCRIBED IN SUBSECTION (1)(b)(I) OF

13 THIS SECTION IF THE SUBJECT JURISDICTION DEMONSTRATES, IN A FORM

14 AND MANNER DETERMINED BY THE DIVISION, THAT THE SUBJECT

15 JURISDICTION HAS:

16 (A) INITIATED A PROCESS TO UPDATE ITS LOCAL LAWS AS

17 NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE REPORT

18 DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION;

19 (B) A PLAN AND TIMELINE TO UPDATE ITS LOCAL LAWS AS

20 NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE REPORT

21 DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION; AND

22 (C) PROVIDED AN EXPLANATION FOR NOT BEING ABLE TO MEET

23 THE DEADLINES DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION.

24 (c) IF A LOCAL GOVERNMENT THAT IS NOT A SUBJECT JURISDICTION

25 SUBMITS A REPORT PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION,

26 THAT LOCAL GOVERNMENT SHALL, AS PART OF THE REPORT, SUBMIT

27 EVIDENCE OF COMPLYING WITH THE REQUIREMENTS FOR A SUBJECT

1 JURISDICTION DESCRIBED IN SECTION 29-35-103.

2 (2) (a) WITHIN NINETY DAYS OF RECEIVING A LOCAL
3 GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF
4 THIS SECTION, THE DIVISION SHALL REVIEW THE REPORT, EITHER APPROVE
5 OR REJECT THE REPORT, AND PROVIDE FEEDBACK TO THE LOCAL
6 GOVERNMENT ON THE REPORT.

7 (b) IF THE DIVISION APPROVES A LOCAL GOVERNMENT'S REPORT
8 SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE
9 DIVISION SHALL ISSUE TO THAT LOCAL GOVERNMENT A CERTIFICATE
10 INDICATING THAT THE LOCAL GOVERNMENT QUALIFIES AS AN ACCESSORY
11 DWELLING UNIT SUPPORTIVE JURISDICTION UNTIL THREE YEARS FROM
12 WHEN THE LOCAL GOVERNMENT SUBMITTED THE REPORT.

13 (c) IF THE DIVISION REJECTS A LOCAL GOVERNMENT'S REPORT
14 SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE
15 DIVISION MAY GRANT THE LOCAL GOVERNMENT AN ADDITIONAL ONE
16 HUNDRED TWENTY DAYS TO CORRECT ANY DEFICIENCIES IDENTIFIED IN
17 THE REPORT AND RESUBMIT AN AMENDED REPORT. WITHIN NINETY DAYS
18 OF RECEIVING AN AMENDED REPORT, THE DIVISION SHALL REVIEW THE
19 AMENDED REPORT, EITHER APPROVE OR REJECT THE AMENDED REPORT,
20 AND PROVIDE FEEDBACK ON THE AMENDED REPORT.

21 (3) THE DIVISION, IN CONSULTATION WITH THE DEPARTMENT OF
22 TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO
23 OFFICE OF ECONOMIC DEVELOPMENT, MAY DEVELOP POLICIES AND
24 PROCEDURES AS NECESSARY TO IMPLEMENT THIS SECTION.

25 **29-35-105. Accessory dwelling unit fee reduction and**
26 **encouragement grant program - created - application - criteria -**
27 **awards - fund - reporting requirements - rules - definitions - repeal.**

1 (1) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND
2 ENCOURAGEMENT GRANT PROGRAM IS CREATED IN THE DIVISION TO
3 PROVIDE GRANTS TO ACCESSORY DWELLING UNIT SUPPORTIVE
4 JURISDICTIONS FOR ACTIVITIES THAT PROMOTE THE CONSTRUCTION OF
5 ACCESSORY DWELLING UNITS, INCLUDING BUT NOT LIMITED TO,
6 OFFSETTING COSTS INCURRED IN CONNECTION WITH DEVELOPING
7 PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL
8 ASSISTANCE TO PERSONS CONVERTING OR CONSTRUCTING ACCESSORY
9 DWELLING UNITS, OR WAIVING OR REDUCING ACCESSORY DWELLING UNIT
10 ASSOCIATED FEES AND OTHER REQUIRED COSTS.

11 (2) GRANT RECIPIENTS MAY USE THE MONEY RECEIVED THROUGH
12 THE GRANT PROGRAM TO OFFSET BOTH ELIGIBLE COSTS AND THE COST OF
13 WAIVING OR REDUCING REASONABLE AND NECESSARY ACCESSORY
14 DWELLING UNIT FEES AND OTHER REQUIRED COSTS FOR:

- 15 (a) LOW- AND MODERATE-INCOME HOUSEHOLDS;
- 16 (b) AFFORDABLE ACCESSORY DWELLING UNITS;
- 17 (c) ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS;
- 18 (d) ACCESSORY DWELLING UNITS USED AS LONG-TERM RENTALS
19 FOR MEMBERS OF THE LOCAL WORKFORCE; OR
- 20 (e) ACCESSORY DWELLING UNITS USED TO SUPPORT OTHER
21 DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

22 (3) THE DIVISION SHALL ADMINISTER THE GRANT PROGRAM AND,
23 SUBJECT TO AVAILABLE APPROPRIATIONS, PROVIDE TECHNICAL
24 ASSISTANCE, RECEIVE GRANT APPLICATIONS AND AWARD GRANTS AS
25 PROVIDED IN THIS SECTION.

26 (4) TO RECEIVE A GRANT, AN ACCESSORY DWELLING UNIT
27 SUPPORTIVE JURISDICTION MUST SUBMIT AN APPLICATION TO THE DIVISION

1 IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE
2 DIVISION PURSUANT TO SUBSECTION (9) OF THIS SECTION. AT A MINIMUM,
3 THE APPLICATION MUST INCLUDE THE FOLLOWING:

4 (a) A COPY OF THE CERTIFICATE ISSUED BY THE DIVISION
5 PURSUANT TO SECTION 29-35-104 CERTIFYING THAT THE LOCAL
6 GOVERNMENT IS AN ACCESSORY DWELLING UNIT SUPPORTIVE
7 JURISDICTION;

8 (b) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL
9 GOVERNMENT HAS PERMITTED AND WHEN THE LOCAL GOVERNMENT
10 PERMITTED THOSE ACCESSORY DWELLING UNITS;

11 (c) THE TYPE AND COSTS OF FEES AND OTHER ELIGIBLE COSTS THAT
12 THE LOCAL GOVERNMENT IS PROPOSING TO USE A GRANT AWARD TO PAY
13 FOR;

14 (d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL
15 GOVERNMENT EXPECTS TO SUPPORT WITH A GRANT AWARD AND THE
16 PERIOD FOR WHICH THE LOCAL GOVERNMENT INTENDS TO SUPPORT THOSE
17 ACCESSORY DWELLING UNITS; AND

18 (e) INFORMATION ABOUT THE TYPES OF HOUSEHOLDS AND
19 ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT INTENDS TO
20 SUPPORT WITH A GRANT AWARD, SUCH AS WHETHER THE LOCAL
21 GOVERNMENT INTENDS TO SUPPORT LOW- AND MODERATE-INCOME
22 HOUSEHOLDS, AFFORDABLE ACCESSORY DWELLING UNITS, ACCESSIBLE OR
23 VISITABLE ACCESSORY DWELLING UNITS, ACCESSORY DWELLING UNITS FOR
24 HOUSING THE LOCAL WORKFORCE, OR ACCESSORY DWELLING UNITS
25 SUPPORTING OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

26 (5) THE DIVISION SHALL REVIEW THE APPLICATIONS RECEIVED
27 PURSUANT TO SUBSECTION (4) OF THIS SECTION. IN AWARDING GRANTS,

1 THE DIVISION SHALL GIVE PRIORITY TO LOCAL GOVERNMENTS THAT:

2 (a) IMPOSE ACCESSORY DWELLING UNIT FEES AND COSTS THAT ARE
3 REASONABLE AND NECESSARY; AND

4 (b) HAVE DEMONSTRATED A SIGNIFICANT COMMITMENT TO
5 FURTHER CONSTRUCTION AND CONVERSION OF ACCESSORY DWELLING
6 UNITS THROUGH THE ADOPTION OF STRATEGIES DESCRIBED IN SECTION
7 29-35-104 (1)(a)(II).

8 (6) IN AWARDING A GRANT, THE DIVISION SHALL AWARD A LOCAL
9 GOVERNMENT AN AMOUNT EQUAL TO NO MORE THAN TEN THOUSAND
10 DOLLARS PER ACCESSORY DWELLING UNIT PERMITTED BY THE LOCAL
11 GOVERNMENT, TO BE REIMBURSED BASED ON THE NUMBER OF PERMITTED
12 ACCESSORY DWELLING UNITS.

13 (7) (a) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND
14 ENCOURAGEMENT GRANT PROGRAM FUND IS CREATED IN THE STATE
15 TREASURY. THE FUND CONSISTS OF ANY MONEY THAT THE GENERAL
16 ASSEMBLY MAY TRANSFER OR APPROPRIATE TO THE FUND AND GIFTS,
17 GRANTS, OR DONATIONS CREDITED TO THE FUND. THE STATE TREASURER
18 SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT
19 AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

20 (b) SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL
21 ASSEMBLY, THE DIVISION MAY EXPEND MONEY FROM THE FUND FOR THE
22 PURPOSE OF IMPLEMENTING AND ADMINISTERING THE GRANT PROGRAM.

23 (c) ON OR BEFORE JUNE 30, 2024, THE STATE TREASURER SHALL
24 TRANSFER TEN MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

25 (8) IN ACCORDANCE WITH THE POLICIES AND PROCEDURES
26 DEVELOPED BY THE DIVISION PURSUANT TO SUBSECTION (9) OF THIS
27 SECTION, EACH LOCAL GOVERNMENT THAT RECEIVES A GRANT THROUGH

1 THE GRANT PROGRAM SHALL SUBMIT A REPORT TO THE DIVISION. AT A
2 MINIMUM, THE REPORT MUST INCLUDE THE FOLLOWING INFORMATION:

3 (a) THE NUMBER OF ACCESSORY DWELLING UNITS WITH
4 ACCESSORY DWELLING UNIT FEES OR COSTS THAT LOCAL GOVERNMENTS
5 REDUCED OR WAIVED IN THE PAST YEAR IN CONNECTION WITH THE GRANT
6 PROGRAM;

7 (b) THE TOTAL AMOUNT OF ELIGIBLE COSTS THAT LOCAL
8 GOVERNMENTS INCURRED AND WERE REIMBURSED FOR THROUGH THE
9 GRANT PROGRAM IN THE PAST YEAR IN CONNECTION WITH THE GRANT
10 PROGRAM;

11 (c) THE NUMBER OF THE ACCESSORY DWELLING UNITS DESCRIBED
12 IN SUBSECTION (8)(a) OF THIS SECTION THAT WERE BUILT IN THE PAST
13 YEAR THAT WERE BUILT BY LOW- AND MODERATE-INCOME HOUSEHOLDS,
14 THAT ARE AFFORDABLE ACCESSORY DWELLING UNITS, THAT ARE
15 VISITABLE OR ACCESSIBLE ACCESSORY DWELLING UNITS, OR THAT ARE
16 ACCESSORY DWELLING UNITS USED AS LONG-TERM RENTALS FOR MEMBERS
17 OF THE LOCAL WORKFORCE;

18 (d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT ARE
19 FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION
20 24-32-3302 (10); AND

21 (e) THE NUMBER OF ACCESSORY DWELLING UNIT PERMITS
22 AWARDED, DENIED, OR IN PROGRESS IN THE LOCAL GOVERNMENT'S
23 JURISDICTION.

24 (9) THE DIVISION SHALL IMPLEMENT THE GRANT PROGRAM IN
25 ACCORDANCE WITH THIS SECTION. THE DIVISION SHALL DEVELOP, IN
26 CONSULTATION WITH THE DEPARTMENT OF TRANSPORTATION, THE
27 COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC

1 DEVELOPMENT, POLICIES AND PROCEDURES BOTH AS REQUIRED IN THIS
2 SECTION AND AS MAY BE NECESSARY TO IMPLEMENT THE GRANT
3 PROGRAM.

4 (10) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
5 REQUIRES:

6 (a) "ACCESSORY DWELLING UNIT FEE" MEANS A REASONABLE AND
7 NECESSARY FEE COLLECTED OR REQUIRED BY A LOCAL GOVERNMENT IN
8 CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY
9 DWELLING UNIT. SUCH A FEE MAY INCLUDE IMPACT FEES.

10 (b) (I) "ELIGIBLE COSTS" MEANS COSTS INCURRED BY A LOCAL
11 GOVERNMENT AND DETERMINED BY THE DIVISION TO BE INCURRED IN
12 CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING
13 UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING
14 OR CONSTRUCTING ACCESSORY DWELLING UNITS, OR OTHER REASONABLE
15 AND NECESSARY FEES LEVIED BY OR COSTS BORNE BY THE LOCAL
16 GOVERNMENT FOR THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY
17 DWELLING UNIT.

18 (II) NOTWITHSTANDING SUBSECTION (10)(b)(I) OF THIS SECTION,
19 IN ORDER FOR COSTS INCURRED BY A LOCAL GOVERNMENT IN CONNECTION
20 WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS TO
21 QUALIFY AS ELIGIBLE COSTS, AT LEAST ONE SUCH PRE-APPROVED
22 ACCESSORY DWELLING UNIT PLAN MUST BE FOR AN ACCESSIBLE OR
23 VISITABLE ACCESSORY DWELLING UNIT.

24 (c) "FUND" MEANS THE ACCESSORY DWELLING UNIT FEE
25 REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND CREATED IN
26 SUBSECTION (7) OF THIS SECTION.

27 (d) "GRANT PROGRAM" MEANS THE ACCESSORY DWELLING UNIT

1 FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM CREATED IN THIS
2 SECTION.

3 (11) THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2030.

4 **SECTION 2.** In Colorado Revised Statutes, 24-46-104, **add**
5 (1)(q) as follows:

6 **24-46-104. Powers and duties of commission - repeal.** (1) The
7 commission has the following powers and duties:

8 (q) TO EXPEND EIGHT MILLION DOLLARS TO CONTRACT WITH THE
9 COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF
10 ARTICLE 4 OF TITLE 29, FOR THE OPERATION OF ONE OR MORE OF THE
11 FOLLOWING PROGRAMS TO BENEFIT RESIDENTS OF LOCAL GOVERNMENTS
12 THAT HAVE BEEN CERTIFIED AS ACCESSORY DWELLING UNIT SUPPORTIVE
13 JURISDICTIONS BY THE DIVISION OF LOCAL GOVERNMENT PURSUANT TO
14 SECTION 29-35-104:

15 (I) AN ACCESSORY DWELLING UNIT LOSS RESERVE PROGRAM THAT
16 OFFERS AFFORDABLE LOANS FOR THE CONSTRUCTION OR CONVERSION OF
17 ACCESSORY DWELLING UNITS;

18 (II) A PROGRAM THAT ALLOWS FOR THE BUYING DOWN OF
19 INTEREST RATES ON LOANS MADE IN CONNECTION WITH THE
20 CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

21 (III) A PROGRAM THAT OFFERS DOWN PAYMENT ASSISTANCE IN
22 CONNECTION WITH ACCESSORY DWELLING UNITS; AND

23 (IV) A PROGRAM IN WHICH THE COLORADO HOUSING AND FINANCE
24 AUTHORITY OFFERS DIRECT LOANS IN CONNECTION WITH THE
25 CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS.

26 **SECTION 3.** In Colorado Revised Statutes, 24-67-105, **add** (5.5)
27 as follows:

1 **24-67-105. Standards and conditions for planned unit**
2 **development - definitions.** (5.5) (a) IN A SUBJECT JURISDICTION, ANY
3 PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT IS
4 ADOPTED OR APPROVED ON OR AFTER THE EFFECTIVE DATE OF THIS
5 SUBSECTION (5.5), AND THAT ALLOWS THE CONSTRUCTION OF ONE OR
6 MORE SINGLE-UNIT DETACHED DWELLINGS, MUST NOT RESTRICT THE
7 CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO
8 ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT
9 APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A
10 PLANNED UNIT DEVELOPMENT OR IN ANY WAY THAT IS PROHIBITED BY
11 SECTION 29-35-103.

12 (b) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT
13 RESOLUTION OR ORDINANCE THAT WAS ADOPTED OR APPROVED BEFORE
14 THE EFFECTIVE DATE OF THIS SUBSECTION (5.5), THAT ALLOWS THE
15 CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS,
16 AND THAT RESTRICTS THE CONSTRUCTION OF AN ACCESSORY DWELLING
17 UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING
18 MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT
19 DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT:

20 (I) SHALL NOT BE INTERPRETED OR ENFORCED TO RESTRICT THE
21 CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO
22 ANY SINGLE-UNIT DETACHED DWELLING UNIT IN ANY WAY THAT IS
23 PROHIBITED BY SECTION 29-35-103; AND

24 (II) MAY BE SUPERSEDED BY THE ADOPTION OF A LOCAL LAW
25 PURSUANT TO SECTION 29-35-103.

26 (c) NOTWITHSTANDING SUBSECTION (5.5)(b) OF THIS SECTION, A
27 LOCAL GOVERNMENT MAY ADOPT CONFORMING AMENDMENTS TO ANY

1 SUCH PLANNED UNIT DEVELOPMENT.

2 (d) AS USED IN THIS SUBSECTION (5.5), UNLESS THE CONTEXT
3 OTHERWISE REQUIRES:

4 (I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET
5 FORTH IN SECTION 29-35-102 (2).

6 (II) "LOCAL LAW" HAS THE SAME MEANING AS SET FORTH IN
7 SECTION 29-35-102 (13).

8 (III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET
9 FORTH IN SECTION 29-35-102 (20).

10 **SECTION 4.** In Colorado Revised Statutes, 38-33.3-106.5, **add**
11 **(3)** as follows:

12 **38-33.3-106.5. Prohibitions contrary to public policy -**
13 **patriotic, political, or religious expression - public rights-of-way - fire**
14 **prevention - renewable energy generation devices - affordable**
15 **housing - drought prevention measures - child care - definitions.**

16 (3) (a) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT
17 SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR
18 RULE OF AN ASSOCIATION THAT IS ADOPTED ON OR AFTER THE EFFECTIVE
19 DATE OF THIS SUBSECTION (3) MAY RESTRICT THE CREATION OF AN
20 ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT
21 DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION
22 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE
23 THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC
24 POLICY.

25 (b) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT
26 SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR
27 RULE OF AN ASSOCIATION THAT IS ADOPTED BEFORE THE EFFECTIVE DATE

1 OF THIS SUBSECTION (3) MAY RESTRICT THE CREATION OF AN ACCESSORY
2 DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED
3 DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND
4 ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES
5 SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

6 (c) AS USED IN THIS SUBSECTION (3), UNLESS THE CONTEXT
7 OTHERWISE REQUIRES:

8 (I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET
9 FORTH IN SECTION 29-35-102 (2).

10 (II) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" HAS
11 THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (3).

12 (III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET
13 FORTH IN SECTION 29-35-102 (20).

14 **SECTION 5. Safety clause.** The general assembly finds,
15 determines, and declares that this act is necessary for the immediate
16 preservation of the public peace, health, or safety or for appropriations for
17 the support and maintenance of the departments of the state and state
18 institutions.



HOUSING

Municipalities strategically deploy ADUs to diversify housing options

Cities and towns look to increase ADU construction through targeted zoning and incentive programs

By **Rachel Woolworth**, CML municipal research analyst

Long before any suggestion of a state mandate to do so, cities and towns across Colorado have looked to accessory dwelling unit (ADU) construction as a timely and cost-effective strategy to address affordable housing needs.

ADUs are small, independent dwelling units located on the same property as a larger standalone home. Such residential units may be attached or detached from the primary residential structure and are tied to the deed of the main home — they cannot be bought or sold separately.

Dozens of municipalities across the state, from Front Range communities such as Denver, Boulder, Lakewood, and Broomfield to rural communities like Fruita, Buena Vista, Gypsum, and Eagle, permit ADUs in some or all residential zoning districts. Many of these cities and towns maintain reasonable limitations on ADUs to meet local conditions while others offer incentive programs for homeowners looking to build such units with a guarantee of affordability.

REASONABLE ADU LIMITATIONS PROMOTE SMART GROWTH

In a recent Colorado Municipal League (CML) land use survey completed by more than 80 cities and towns, about 80% of municipalities reported permitting ADU construction in some form — whether in all residential districts, certain zone districts, or specific neighborhoods.

Most survey respondents permitting ADUs reported moving to do so in the last decade while a few, such as Arvada (70 years), Boulder (40 years), and Crested Butte (30 years), have permitted ADU construction for much longer.

Most responding municipalities see little interest in ADU construction and permit less than five ADUs for construction annually. But some larger cities such as Thornton (20-40 units) and Boulder (50 units) and mountain towns such as Buena Vista (10-20 units) and Gypsum (15 units) permit larger numbers each year.

Various cities and towns across the state have crafted, or are currently working to amend, ADU policies that balance the need for safe and smart residential infill without placing onerous restrictions on property owners interested in building ADUs. Local standards for ADUs reflect policy decisions made by municipal elected officials after receiving community input and analysis of the municipality's conditions from professional staff.

According to CML's land use survey, the most common limitations placed on ADU construction by municipalities are dimension limits on the unit, parking, setback, and lot size requirements, and long-term rental and owner-occupancy rules.

ADU dimension limits are often tied to the primary home size, the lot size, or an outright minimum and maximum on square footage. Parking, setback, and lot size requirements often differ, but many municipalities require a minimum lot size and one parking space for a new ADU.

Long-term rental restrictions, which are common in tourism-focused mountain communities, restrict short-term renting to preserve housing options. Owner-occupancy rules, such as those seen in the City of Boulder, require the primary structure or the ADU to be inhabited by the property owner.

In 2022, the City of Wheat Ridge amended its municipal code to better enable ADU construction after six years of conversation around the topic. Such discussions included community meetings, neighborhood surveys, and ADU workshops — all of which were facilitated by municipal government.

ADUs are now permitted in residential, agricultural, and mixed-use neighborhood zone districts in Wheat Ridge with minor limitations. Such limitations include size and setback limits and an owner-occupancy requirement.

The Town of Superior similarly passed an ADU ordinance in 2021 permitting ADUs as accessory structures to single-family and two-family dwelling units in certain residential districts. In 2022, in the wake of the Marshall Fire, the town amended the ordinance to allow ADUs to be built and occupied before construction of the principal dwelling unit.

"There was a concern over the high cost of rebuilding from the Marshall Fire," Renae Stavros, a planner for Superior, explained of the change. "There was some worry that it would take longer for insurance to cover the cost of rebuilding a primary residence, or that people may be struggling with under-insurance. Allowing ADU construction first was approved to give folks more time to figure out the insurance impacts and rebuild their home."

To date, Superior has permitted ADUs on 18 of the 76 Original Town residential rebuilds associated with the wildfire. Though only two property owners have requested to build an ADU before the main structure thus far, more could be in the pipeline as the code change has no expiration date.

Stavros noted that the two ADUs constructed in Superior prior to the primary structure were built facing the street with attractive facades, giving off the aesthetic feel of a primary residence — an encouraging sign to the town.

INCENTIVES FOR ADU CONSTRUCTION

Cities and towns across Colorado are offering a unique set of incentives to induce homeowners to build ADUs. Some such incentives are tied to affordability standards while others hope to spark ADU construction regardless of price to increase housing options for senior citizens, young adults, and other community members in need.

The most common ADU incentives offered by the municipalities participating in CML's land use survey include waived or reimbursed fees, direct cash payments, and bonuses for unit size, lot coverage, and parking.

For example, the Town of Crested Butte waives all development permit and building review fees, as well as 100% of water and sewer tap fees. The Town of Dillon, on the other hand, reimburses water and sewer fees for property owners entering a deed restriction requiring ADU renters to work 30+ hours per week in Summit County.

The Town of Winter Park offers a cash payment of \$10,000 for the construction of one ADU. And the City of Boulder incentivizes affordable ADU construction by offering larger size limits and reduced parking requirements in exchange for keeping rent below 75% area median income.

The City of Grand Junction offers a mix of these incentives through its tiered ADU Production Program, passed unanimously by the city's council last spring.

While conducting a housing needs assessment in 2019, Grand Junction estimated the city was short 3,300



housing units — a number that was only expected to grow with time. The two demographic groups identified as being most in need of housing were senior citizens and college students.

"It was clear ADUs were an easy win for our community in the way they respond to the missing middle," Ashley Chambers, housing manager for the city, explained. In Grand Junction, ADUs usually take about nine to 12 months and \$150,000 to build as opposed to about two years and \$350,000 for a single-family home.

The ADU Production Program, Chambers said, is designed to not only create housing but also wealth building opportunities among residents who might not otherwise have access to financial capital.

The city waives all municipal impact fees for Tier 1 participants, amounting to a total value of \$6,500 to \$8,500 depending on utilities. To participate, property owners must agree to finish

ADU construction within one year and rent the unit on a long-term basis for five years.

Tier 2 participants receive a cash payment and the waived impact fees, totaling \$15,000. Participating property owners must make less than 140% area median income, agree to finish ADU construction within one year, and rent the unit on a long-term basis for seven years.

Since kickstarting the program last spring, the city has approved five ADUs. Ten applications are currently being processed and four more are awaiting clearance from the community development department. Most of the applicants, Chambers said, are small-scale landlords hoping to rent an ADU to family or friends.

According to Chambers, the primary challenge thus far is a lack of building process knowledge among applicants. Grand Junction offers an ADU toolkit and financing information on its web-

site, as well as quarterly in-person ADU workshops, to respond to such knowledge gaps.

MUNICIPALITIES KNOW BEST

Utilizing expert knowledge of their community's needs and desires, Colorado's cities and towns are leveraging ADUs as an important tool in widening access to housing. Replacing localized ADU standards with inflexible state standards would reject the careful community-based consideration given to land use planning in municipalities across the state.

The passage of rigid state ADU standards may undermine municipalities' ability to ensure the affordability of such units or prevent the increased corporate ownership of housing. The diverse approaches to increasing ADU construction illustrated in this article show that municipalities are best suited to develop and customize land use policy to their own communities.