



450 S. Parish Avenue
Johnstown, CO 80534
970.578.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, February 05, 2024 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Business of the Month
2. Employee Introductions

PUBLIC COMMENT

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

CONSENT AGENDA

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

3. January 17, 2024 Meeting Minutes
4. Resolution 2024-05 regarding Finding Substantial Compliance for Initiating Annexation Proceedings and Setting a public hearing date for the Front Range Fire Annexation
5. Intergovernmental Agreement for Funding of the US 34 Transportation Management Organization (TMO) in Johnstown
6. Town of Johnstown, Colorado v. Little Thompson Water District: Amendment to Settlement
7. Consideration and Approval of the Subdivision Development and Improvement Agreement with Encore HoldCo, LLC for the Encore Filing No. 1 Subdivision
8. December 2023 Financial Statements
9. January 2024 List of Bills

TOWN MANAGER REPORT

The Community that Cares

[10.](#) Town Manager's Report

TOWN ATTORNEY REPORT

NEW BUSINESS

[11.](#) Limited Winery Notification – Thoughts LLC dba Legends A Meadery

[12.](#) Award RFP for Downtown Johnstown Master Plan Project

[13.](#) Residential Property Tax Refund

PUBLIC HEARING

[14.](#) Ordinance 2024-239 Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles

[15.](#) Ordinance 2024-240: Amending “Table 3-8: Impact Fees” Of The Town Of Johnstown Land Use and Development Code Concerning Impact Fees Imposed On Behalf of the Front Range Fire Rescue Fire Protection District

[16.](#) Ordinance 2024-241 Annexing approximately 96 acres and known as the Larson Annexation

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

INFORMATIONAL ITEMS

[17.](#) Informational Items

EXECUTIVE SESSION

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

19. An executive session to obtain legal advice pursuant to C.R.S. Section 24-6-402(4)(b) concerning potential negotiations with the Great Western Railway of Colorado, LLC

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance.

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.



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Item #3.

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Wednesday, January 17, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

Mayor Mellon called the meeting to order and led the Pledge of Allegiance.

ROLL CALL

Present:

Councilmember Molinar
Councilmember Morris
Councilmember Paranto
Councilmember Young
Mayor Mellon

Absent:

Councilmember Berg

AGENDA APPROVAL

Councilmember Young to approve the agenda.

Councilmember Morris seconded and the motion passed.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

Councilmember Molinar moved to approve the consent agenda.

Councilmember Paranto seconded and the motion passed.

1. January 4, 2024 Meeting Minutes
2. Resolution 2024-06 Authorizing and Supporting the Town of Johnstown's Application for a Peace Officers Behavioral Health Support and Community Partnership Grant from the Colorado Department of Local Affairs

The Community that Cares

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, introduced the Planning and Development Director, Jeremy Gleim.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

NEW BUSINESS

3. Storage Unit Use Agreement between the Town of Johnstown and Graycliff

Sarah Crosthwaite, Economic Development Manager, presented this agreement to Council, referencing the item brought to Council in November 2023 per Graycliff's request. Ms. Crosthwaite noted 15% of the total storage units would be reserved for current leaseholders of the Johnstown Plaza apartments, as Council requested, and notes Graycliff will be required to file a request to the Town Manager to extend the term of this agreement.

Councilmember Molinar moved to approve the Storage Unit Use Agreement as presented.

Councilmember Young seconded and the motion passed.

4. Country Acres Drainage Mitigation Study Update

Jason Elkins, Public Works Director, presented the drainage study update to Council, and introduced Austin Fling, Design Engineer with Benesch.

Mr. Fling noted the flooding along Sandra Drive, and the specifics related to the detention pond and drainage. It was noted a significant improvement would be upgrading the storm sewer, with three options for improvements presented. Next steps would be a design field survey for further design of preferred option, subject to the Town and Hillsborough Ditch. The Town and Benesch will continue to work with residents to find an agreeable solution.

Mr. Elkins noted that in an effort to be proactive and limit delays, an estimate was sought and staff would request to work with Benesch to add a change order to the current contract.

Council asked for clarification on what assistance was being given to the homeowners and expanding the detention pond. Mr. Fling noted this was looked at -expanding into the neighboring farmers field or building another detention pond in the field. Mr. Elkins noted many of these are short term solutions while seeking out a long-term solution with the goal of getting the water to the river.

Council asked if the area next to the church parking lot would also be an option. Mr. LeCerf stated it was something that is being looked at. Council asked for clarification of how many lots were detention ponds previously, which it was noted five homes.

Mr. Fling noted land acquisition would be the largest issue in a solution.

Council asked if staff is seeking approval for modification of the agreement. Mr. LeCerf noted while funding is there to begin construction, staff would seek three quotes which would be brought to Council for approval, with the expectation of needing a budget amendment.

5. Colorado Boulevard & Roosevelt Parkway Intersection Alternatives Analysis

Mr. Elkins reviewed the design alternatives from Benesch for Colorado Boulevard and Roosevelt Parkway from direction from Council to research future improvements for this intersection John Moschovich representing Benesch reviewed the scope and design options and current issues at the intersection. Mr. Moschovich noted the traditional signal and the two-lane roundabout options, with the two lane roundabout being the recommended option.

Council asked for clarification on safety for pedestrians. Mr. Moschovich noted in a roundabout there is a splitter island for pedestrians to stop on, as well as vehicle speed being slower as the vehicles enter the roundabout and flashing lights can be implanted.

Council asked for clarification on spacing on the outside of the roundabout to a cross walk, which was noted there are standards the project would adhere to, roughly 20-30 feet.

Councilmember Paranto moved to direct Staff to request a scope and fee from Benesch for the design of the intersection improvements to be presented at a future Council Meeting and verify from adjacent property owners their support for the Town to coordinate the projects design and construction

Councilmember Molinar seconded and the motion passed.

6. Discussion Only: Front Range Fire Rescue Impact Fee Study

Mr. LeCerf reviewed the Fire Impact Fee Study.

The Chief West of Front Range Fire Rescue the study included in the packet. Council inquired to the upcoming agreement, which Mr. LeCerf noted an ordinance would be drafted for Council's consideration and brought to Council.

PUBLIC HEARING

7. New Beer & Wine Liquor License Application for Buc-ee's Johnstown LLC

Mayor Mellon opened the public hearing.

Hannah Hill, Town Clerk, reviewed the application from Buc-ee's Johnstown LLC for a Beer and Wine license.

The General Manager Floyd Freeman acting on behalf of the applicant addressed Council, noting the diligence in operations and reviewed ID check systems.

Council inquired as to what would be sold, which Mr. Freeman noted would be beer and wine- while noting no confirmation on wine being included in those sells.

Patrick Mahoney from Alcohol Petitioning Services, reviewed the neighborhood needs and desires petition.

Mayor Mellon opened public comment for those in favor or opposed to this item related to parties of interest, to which there was none.

Mayor Mellon closed public comment.

Mayor Mellon closed the public hearing.

Councilmember Morris moved to approve the Beer & Wine Liquor License to Buc-ee's Johnstown LLC and authorize the Mayor to sign the Order Granting a Beer & Wine License.

Councilmember Young seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Young noted the Library Board meeting and items to look forward to in 2024. This does include a future budget amendment related to the parking lot project. The Johnstown Historical Society brick sales saw a good push through the holiday season.

Councilmember Morris expressed thanks to utility billing staff.

MAYOR'S COMMENTS

Mayor Mellon noted the previous week's MPO meeting and the electrification of commercial landscaping equipment, and changes that may appear in 2025 related to purchasing of commercial equipment. Colorado Department of Transportation has referenced the final items on I-25, with several punch list items still pending, with an estimate of tolls beginning in June 2024.

Mayor Mellon also noted State Legislative proposed bills related to zoning.

INFORMATIONAL ITEMS

8. Informational Items

Informational items were included in the packet.

EXECUTIVE SESSION

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

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

Councilmember Morris seconded and the motion passed.

Council re-adjourned and Mayor Mellon noted no business was discussed outside of what was noted in the motion and no direction was given outside of negotiations to purchase property.

Council inquired about gathering funds for purchasing open space. It was noted the budget does direct those funds and priorities.

ADJOURN

Mayor Mellon adjourned the January 17, 2024 meeting at 8:58 pm.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



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Item #4.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Resolution 2024-05 regarding Findings of Fact and Conclusions related to the Front Range Fire Rescue Annexation

ATTACHMENTS: 1. Resolution 2024-05

PRESENTED BY: Lilly Cory, Planner I

AGENDA ITEM DESCRIPTION:

An annexation petition and application materials were received by the Town in October of 2022 and updated in December of 2023 to annex approximately 0.1 acres in Weld County, located in Lot 1, Phase 5 of Rolling Hills Ranch. These materials have been reviewed and found by Town Staff and the Town Attorney to be in substantial compliance with C.R.S. §31-12-107(1), and a public hearing should be held.

Reviews were sent out to referral agencies upon the first submittal of the application. State-required referral packets have been waived due to the minimal acreage of the site.

This resolution sets the hearing date for this annexation request for Monday, March 18, 2024.

LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2024-05

Reviewed and Approved for Presentation,

Town Manager

The Community that Cares

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-05**

**A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR
INITIATING ANNEXATION PROCEEDINGS AND SETTING A
PUBLIC HEARING DATE FOR THE FRONT RANGE FIRE
RESCUE FIRE PROTECTION DISTRICT ANNEXATION**

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

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

WHEREAS, on or about December 19, 2023, Front Range Fire Rescue Fire Protection District, a special district organized and existing pursuant to § 32-1-101, C.R.S., et seq., submitted a Petition for Annexation; and

WHEREAS, the Town Council has reviewed the Petition for Annexation, and, finding substantial compliance as set forth below, desires to initiate annexation proceedings in accordance with the law and set a public hearing.

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

Section 1. The Town Council finds that a Petition for Annexation of certain property situated in the Southeast Quarter of Section 6, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 0.098 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, filed with the Town Clerk on or about December 19, 2023, to be known as the “Front Range Fire Rescue Fire Protection District Annexation,” is in substantial compliance with §31-12-107(1), and that a public hearing should be held to determine if the proposed annexation complies with §§31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility pursuant to §31-12-101, *et seq.*

Section 2. The Town Council hereby sets a public hearing for such purposes on March 18th, 2024, at 7:00 p.m., at 450 South Parish Avenue, Johnstown, Colorado.

Section 3. The Town Clerk shall publish notice of the hearing once per week for four (4) consecutive weeks in the *Johnstown Breeze*, with the first publication at least thirty (30) days prior to the date of the hearing. The Town Clerk shall also send a copy of the published notice, together with a copy of this Resolution and the Petition for Annexation, by registered mail to the Weld County Board of County Commissioners and to the Weld County Attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the date fixed for such hearing.

Section 4. This Resolution shall be effective on the date hereof.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2024.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



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Item #5.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Intergovernmental Agreement for Funding of the US 34 Transportation Management Organization (TMO) in Johnstown

ATTACHMENTS: 1. Intergovernmental Agreement for TMO

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In 2023, Council agreed to participate in a grant application for a Transportation Management Organization for the Highway 34 Corridor. The applicant for the grant is the Northern Front Range Metropolitan Organization (NFRMPO). The local governments participating include the following agencies shown below and are collectively responsible for a \$25,000 match for the grant. The Town's individual responsibility for the grant is \$2,788.00. The total project amount is \$237,500.

- Larimer County
- Weld County
- Estes Park
- Loveland
- Johnstown
- Windsor
- Greeley
- Evans
- Kersey

The purpose of the US34 TMO is to focus on outreach, marketing, and advocacy to enhance multimodal transportation options along the US34 corridor. Local communities, CDOT, and the NFRMPO have limited existing capacity, and the TMO will provide the additional capacity needed to engage businesses, residents, visitors, and other stakeholders in the corridor to reduce congestion, provide additional transportation options, and advocate for overall mobility improvements along the corridor.

LEGAL ADVICE:

The Community that Cares

The form of the IGA is consistent with other agencies approving the IGA and was reviewed only by Staff given the consistent nature of the document.

FINANCIAL ADVICE:

Funds have been allocated for this project in FY 2024

RECOMMENDED ACTION: Approve the IGA as presented.

Reviewed and Approved for Presentation,



Town Manager

**INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF THE US34
TRANSPORTATION MANAGEMENT ORGANIZATION (TMO) IN JOHNSTOWN**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between THE NORTH FRONT RANGE TRANSPORTATION & AIR QUALITY PLANNING COUNCIL, (“MPO”) and THE TOWN OF JOHNSTOWN, COLORADO (“Community”) for the use and benefit of the NFRMPO.

I. RECITALS

- A. The parties to this Agreement, heretofore discussed submitting a coordinated application for state Office of Innovative Mobility (OIM) Transportation Management Organization (TMO) Seed Funding Grant administered through the Colorado Department of Transportation (CDOT) to manage and deliver transportation demand management (TDM) services along the US34 corridor within the Community (“Project”); and
- B. The parties to this Agreement, entered coordinated grant applications for state funding through CDOT to aid in financing the Project; and
- C. The MPO has agreed to be the project applicant and Johnstown has agreed to provide one-ninth of the local match; and
- D. The grant applications were approved with required local match funds of 20%; and
- E. The parties wish to enter into an intergovernmental agreement for purposes of coordinating the funding of the completion of the Project; and
- F. The MPO covers urbanized areas in Larimer and Weld counties and the project will cover areas within the Upper Front Range Transportation Planning Region; and
- G. The parties to this Agreement are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and
- H. The parties agree it is in their best interests to work cooperatively in the completion of the Project.

II. CONSIDERATION

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

III. TERMS

1. The Community and MPO have estimated the total Project cost to be \$237,500 (Two Hundred Thirty-Seven Thousand and Five Hundred Dollars) attributable to services within Larimer and Weld counties.
2. The total Project cost of \$237,500.00 is allocated as follows: \$100,000 in OIM TMO Seed Grant Funds; \$112,500.00 other grant funds; \$25,000 local match requirement with \$2,778.00 contributed by each Community, less prior year carryover, and as more particularly set out in Exhibit "A" all terms of which are attached hereto and incorporated herein.
3. The MPO will invoice the Community for their \$2,778.00 share of the local match within 30 days of execution of the contract and the Community will submit payment within 60 days of receipt of invoice unless written notice of delay is received and approved by the MPO. The Community's obligation to pay to the MPO the Community's local match is subject to and contingent on the Community's appropriation and budget of such funds for the Project. The Community is only responsible for providing its share of the local match and failure of another Community to provide its share of the local match will result in that Community's exclusion from the activities set out in Exhibit "A" and will reduce the total Project amount by half.
4. Should the Community request modifications, changes in the scope of service, or other expenditures that would cause the total Project cost to exceed \$237,500.00, the Community shall be responsible to pay to the MPO such additional amount attributable to the changes requested by Community.
5. Should there be any unused local match funds at the end of the Project year, the unused funds shall be returned to the Community or shall be credited against next year's local match amount if funds are awarded for the continuation of the Project.
6. Should the MPO request modifications, changes in the scope of service, or other expenditures that would cause the total Project cost to exceed \$237,500.00, the MPO shall be responsible to pay such additional amount attributable to the changes requested by the MPO.
7. The MPO shall maintain accurate accounts of all Project expenditures and shall separately account for the Community's local match funds. The MPO shall provide to the Community information detailing incremental and total expenditures for the Project and the remaining balance of funds on at least a quarterly basis.
8. The MPO will assume primary responsibility, with close coordination of the Community, to determine the scope of work.
9. The Community and MPO shall each designate a representative to assist the MPO in the oversight of the grant.
10. The Community's and MPO's financial obligations under this Agreement are contingent upon the annual appropriation, budgeting and availability of specific funds to discharge those obligations. Nothing in this Agreement shall create a payment guaranty by either

party or a debt or a multiple-fiscal year financial obligation under the Colorado Constitution or any similar provisions of the Community’s charter or ordinances.

11. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied of any of the immunities, rights, benefits or protections available to either party under the Colorado Governmental Immunity Act as now in effect or hereafter amended.

12. This Agreement may be amended provided such amendment is in writing and signed by each party.

13. The Community and MPO intend that this Agreement bind them, their officers, and employees. Either party shall be permitted to specifically enforce any provision of this Agreement in a local court of competent jurisdiction.

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

NORTH FRONT RANGE TRANSPORTATION &
AIR QUALITY PLANNING COUNCIL

For the use and benefit of the MPO

By: _____
Suzette Mallette Executive Director

TOWN OF
JOHNSTOWN, COLORADO

For the use and benefit of JOHNSTOWN

By: _____
Troy D. Mellon, Mayor

Attest:

Hannah Hill, Town Clerk

EXHIBIT A

SCOPE OF US34 TRANSPORTATION MANAGEMENT ORGANIZATION (TMO)

The following is a more detailed description of the plan:

The Community and the MPO agree that the MPO will manage and administrate the grant to develop and implement the US34 Transportation Management Organization (TMO).

The Community and MPO agree that the MPO be the local agency that enters into an IGA with CDOT for the monies awarded to both the Community and MPO for the Project. Additionally, the Community and MPO agree that the MPO will provide the fiscal management and overall project management for the entire project without any reimbursement requested for these services by the MPO to the Community.

The current schedule for the project is as follows:

August 2023 – IGA between CDOT and MPO executed

October 2023 – Release RFP for US34 TMO development and implementation

Quarterly – Check-In on Grant and Project with US34 Coalition

Budget

	Grant	2023 Local Match Requirement	2023 Local Match	Total	% of total payment
Larimer County	\$212,500	\$2,778	\$2,778	\$237,500	11%
Weld County		\$2,778	\$2,778		11%
Estes Park		\$2,778	\$2,778		11%
Loveland		\$2,778	\$2,778		11%
Johnstown		\$2,778	\$2,778		11%
Windsor		\$2,778	\$2,778		11%
Greeley		\$2,778	\$2,778		11%
Evans		\$2,778	\$2,778		11%
Kersey		\$2,778	\$2,778		11%
Total		\$212,500	\$25,000		\$25,000



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Item #6.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Town of Johnstown, Colorado v. Little Thompson Water District
Amendment to Settlement Agreement

ATTACHMENTS: 1. Amendment to Settlement Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an Amendment to Settlement Agreement that will be filed in Larimer County District Court upon approval by Council. The revised settlement agreement presented stems from a legal matter between the two parties related to inclusion/exclusion and service territory disputes in 2005. While an agreement was reached regarding the suit in 2007, the parties never fully completed the associated terms of the agreement. Filing this amended settlement agreement would resolve the outstanding matters. Both parties are in agreement to the terms proposed in this amendment.

LEGAL ADVICE:

The Town Attorney drafted the Amendment to Settlement Agreement proposed.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Amendment to Settlement Agreement as proposed.

Reviewed and Approved for Presentation,

Town Manager

The Community that Cares

<p>Larimer County, Colorado, District Court 201 LaPorte Avenue, Suite 100 Fort Collins, CO 80521-2761 Phone No. (970) 494-3500</p>	<p style="text-align: center;">Δ COURT USE ONLY Δ</p> <hr/> <p style="text-align: center;">Case No. 2005CV1183</p> <p style="text-align: center;">Courtroom: 4C</p>
<p>The Town of Johnstown, a Municipal Corporation, and the Town Council of Johnstown, the governing body, Plaintiffs,</p> <p>v.</p> <p>Little Thompson Water District, a special district, and its Board of Directors, the Taxpaying Electors of said District as a Class, Defendants.</p>	
<p>AMENDMENT TO SETTLEMENT AGREEMENT</p>	

This Amendment to Settlement Agreement is made and entered into this ____ day of January 2024 (“Effective Date”), by and between Plaintiffs, the Town of Johnstown and the Town Council of the Town of Johnstown (collectively, the “Town”), and Defendants, the Little Thompson Water District and its Board of Directors (collectively, the “District”).

1. On April 16, 2007, the Town and the District entered into a Settlement Agreement to resolve the above-captioned matter.
2. On April 27, 2007, the Court entered an Order Approving Settlement Agreement and Joint Plan of Parties and Order of Exclusion of Territory from Little Thompson Water District (“Order”).
3. Section 8(b) of the Settlement Agreement provides that the Settlement Agreement may not be modified except by a further agreement in writing duly executed by the Town and the District.
4. Based upon the execution of multiple intergovernmental agreements and the good faith cooperation between the Town and the District subsequent to the date of the Settlement

Agreement, the Town and the District hereby amend the Settlement Agreement to vacate all the provisions contained therein, except for Paragraphs 5, 6 and 8.

5. Based upon the amendment to the Settlement Agreement set forth above, the Town and the District shall request that the Court amend the Order to vacate all the provisions contained therein except for Paragraphs 5, 6 and 8.

IN WITNESS WHEREOF, the Town and the District have executed this Amendment to Settlement Agreement on the day and year first above written.

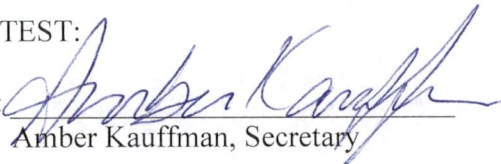
TOWN OF JOHNSTOWN, COLORADO

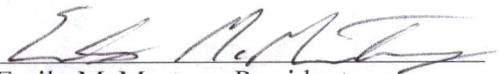
By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

LITTLE THOMPSON WATER DISTRICT

ATTEST:

By: 
Amber Kauffman, Secretary

By: 
Emily McMurtrey, President



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Item #7.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 05, 2024

SUBJECT: Subdivision Development and Improvement Agreement for Encore HoldCo, LLC for Encore Filing No.1 Subdivision

ACTION PROPOSED: Consideration and Approval of the Subdivision Development and Improvement Agreement with Encore HoldCo, LLC for the Encore Filing No.1 Subdivision approved June 6, 2023

ATTACHMENTS:

1. Subdivision Development And Improvement Agreement For Town Of Johnstown (Encore Johnstown)
2. Resolution No. 2023-26 Approving the Plat for Encore Filing No.1
3. Encore Filing 1 Plat Approved June 20, 2023

PRESENTED BY: Tyler Smith, Planner II

AGENDA ITEM DESCRIPTION:

Encore HoldCo, LLC has requested consideration of the Subdivision Development and Improvement Agreement with Encore HoldCo, LLC for the Encore Filing No.1 Subdivision approved on June 6, 2023. The Subdivision Plat for Encore Filing 1, encompasses approximately 189 acres located west of Colorado Blvd., north of US Hwy 34, and east of High Plains Blvd. The subdivision includes substantial public improvements, which have been detailed in civil engineering plans and reports for this Development, with additional or specific obligations outlined in Exhibit B-3 of the agreement.

The proposed agreement is based upon the Town’s standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans. Exhibit B-3 details additional obligations of the Developer, which include:

- **Prior to Town acceptance of Final Construction plans, reports, and documents**, the Town shall receive the following documents from the Developer, to include:

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- Deed of Dedication for additional right-of-way along the east side of Colorado Blvd.
 - Deed of Dedication for western half of right-of-way along Schrader Street from North Timnath Properties, LLC.
 - Deed of Dedication for right-of-way for north-west leg of west round-about and bridge crossing over Greeley & Loveland Irrigation Canal, from North Timnath Properties, LLC.
 - Written evidence of pending reviews/approvals and general conceptual acceptance of the plans, from:
 - City of Greeley
 - Greeley & Loveland Irrigation Canal
 - Town of Windsor (Colorado Boulevard street design only)
 - The developer shall design the ultimate major arterial section of Colorado Boulevard at US Hwy 34 to the northern property boundary. In addition to the foregoing, Developer may, upon written approval from the Town Manager, design and thereafter construct the eastern half of Colorado Boulevard (the portion that is within the jurisdiction of the Town of Windsor) to an interim major arterial standard.
- **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all plans and permits approved by the Colorado Department of Transportation (“CDOT”) related to the improvements along the southern frontage of this Development, including the intersection at Colorado Boulevard and US Hwy 34, the Right-in/Right-out intersection of Schrader Street and US Hwy 34, and realignment of the intersection at High Plains Boulevard and US Hwy 34.
 - **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all approved plans and applicable easements, agreements, or permits related to the improvements that impact the City of Greeley water lines.
 - **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all approved plans and applicable easements, agreements, or permits related to the improvements that impact the Greeley & Loveland Irrigation Company.
 - **Prior to the Pre-Construction Meeting** and the start of construction activities (except as provided in Section 1 above), the Town must receive a copy of all recorded utility easements for public water, storm, or sanitary infrastructure that may be located outside of platted right-of-way dedicated to the Town or which have not been otherwise granted to the Town via the Encore Filing No. 1 subdivision plat.
 - If the Town is intended to become a party to any agreement upon Acceptance of Public Improvements, forward all agreements drafts and notices to the Town of Johnstown for review and acceptance by the Town **prior to execution and recordation**. The Town may in its sole discretion refuse to accept obligations that originate in agreements that have not been reviewed and accepted by the Town.

- **Prior to the Pre-Construction Meeting** and the start of construction activities, Developer shall obtain Town approval of the Encore Off-Site Storm Sewer Improvement Construction Plans.
- **Prior to December 31, 2025**, Developer or District shall construct the northern leg of High Plains Boulevard as shown in the Approved Plans for the Development and the intersection improvements, including signalization, at US Hwy 34, as provided in the Encore Filing No. 1 Construction Plans approved by the Town and by the Encore Development, US Hwy 34, County Road 3 to County Road 13, US Hwy 34 Access Improvement Plans dated January 27, 2023 approved by CDOT for Developer’s Encore Filing No. 1 Development (the “High Plains Boulevard Improvements”). Upon completion of the construction of the High Plains Boulevard Improvements and acceptance by the Town, at Developer’s request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a reimbursement agreement with Developer wherein the Town will endeavor in good faith to recover a proportionate share of the certified costs associated with the intersection improvements at US Hwy 34 and High Plains Boulevard and the crossing of the Loveland and Greeley Canal from the benefited property owners within the boundaries of, or that may be annexed to, the Town.
- **Prior to Notice of Construction Acceptance**, Developer or District is obligated to design, construct, and install all required improvements along US Hwy 34 and receive CDOT Acceptance, per plans approved by CDOT and the Town referenced in Sec. 2 of this Exhibit.
- **Upon Town’s good faith determination that an application for a site plan approval in the Development will cause the Town’s sanitary sewer transmission line serving the Development to exceed capacities then available in said sanitary sewer transmission line and written notice of the same from the Town**, Developer or District shall design and construct (as a condition of approval for the above referenced site plan approval), or financially participate in the design and construction of any necessary off-site sanitary sewer transmission line improvements or expansions to create adequate capacities to support full development of lands north of U.S. 34 (“Off-Site Sanitary Sewer Improvements”). Development and permitting in the Development may be limited by current capacities available in the sanitary sewer transmission line serving the Development until such Off-Site Sanitary Sewer Improvements are constructed and accepted by the Town.
 - Upon completion of the construction of the Off-Site Sanitary Sewer Improvements and acceptance by the Town (if constructed by Developer), at Developer’s request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a Reimbursement Agreement with Developer or District, or any third-party who constructs such improvement, wherein the Town will endeavor in good faith to recover a proportionate share of the certified costs of the of the Off-Site Sanitary Sewer Improvements from benefitted property owners.

- **Prior to Notice of Construction Acceptance**, Developer is required to complete a 16-inch looped water transmission line that extends from the east side of the Johnstown North Water tank, south through the Development to the northern boundary of the US Hwy 34 right-of-way (the “Water Line Improvements”).
 - **Prior to Pre-Construction Meeting**, Developer shall obtain Town-approved public improvement construction plans for construction of the Water Line Improvements. Except as the scope may be modified, if at all as approved by the Town, the Water Line Improvements shall be completed prior to the issuance of Notice of Construction Acceptance for the Development. The developer shall be responsible for obtaining applicable easements, agreements, or permits required for the Water Line Improvements.
 - **Prior to Pre-Construction Meeting**, Developer shall provide an updated certified engineering cost estimate for the Water Line Improvements prior to construction and provide performance guarantees as outlined in Section 2.7 of this Agreement.
 - **Upon completion of the construction of the Water Line Improvements and acceptance by the Town**, at Developer’s request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a Reimbursement Agreement with Developer wherein the Town will endeavor in good faith to recover a proportionate share of the certified costs of the Water Line Improvements from benefitted property owners.
 - **To ensure adequate pressure and reliability in the water distribution system**, Developer shall design the bore and casing infrastructure across US Hwy 34 at a location approved by the Town and CDOT at the Developer’s cost. Prior to notice of construction acceptance, Developer shall construct the bore and casing improvements. Developer may, within thirty (30) days following completion of the construction of the bore and casing improvements and issuance of notice of construction acceptance, provide an invoice to the Town for cost of the bore and casing improvements, which invoice shall include a certification of the costs of the construction and materials. The Town agrees, within thirty (30) days of receipt of such invoice, to reimburse the Developer for the certified costs. The Town shall be entitled to reimbursement for such costs from benefitted property owners.
 - Notwithstanding the foregoing, if the Town were to grant economic incentives to Developer with respect to development of any portion of the Property, beyond those set forth in the Annexation Agreement dated March 20, 2006 and recorded in the real property records of Larimer County at Reception No. 2006-0027835 (“Annexation Agreement”), Developer shall be responsible for both the design and construction costs associated with the bore and casing improvements. In such case, the Town agrees to enter into a reimbursement agreement with Developer, if desired, wherein the Town will endeavor in good faith to recover a proportionate

share of the certified construction costs associated with the bore and casing improvements from benefitted property owners.

- **Prior to: (i) Notice of Construction Acceptance, (ii) the abandonment of the current access of County Road 3 and (iii) the opening of the new alignment and access of County Road 3**, Developer shall ensure paved access is provided to the existing residence and farm located on Parcel 8511000005.
- **Prior to construction, including but not limited to the construction and installation of utility infrastructure improvements**, south of the “Reference Line,” as identified on **Exhibit A** to this **Exhibit B-3**, which is attached hereto and incorporated by reference, Developer shall obtain approval from the Town and CDOT.
- If the Town were to grant economic incentives to Developer with respect to development of any portion of the Property, beyond those set forth in the Annexation Agreement, the Town may require, as part of those incentives, that the property south of the Reference Line be dedicated to the Town for no monetary consideration.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney and follows the Town’s typical agreement template.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve the Subdivision Development and Improvement Agreement with Encore HoldCo, LLC., for the Encore Filing 1 Subdivision.



Reviewed and Approved for Presentation,



 Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR TOWN OF JOHNSTOWN
(ENCORE JOHNSTOWN)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the “Town”) and **Encore HoldCo, LLC**, a Colorado limited liability company (“Developer”).

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Encore Johnstown (“Development”); and

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

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2024-_, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

1.3 **“Code”** shall mean the Johnstown Municipal Code, as amended from time to time.

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

1.5 **“Development”** shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

1.6 **“Development Plan”** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.7 **“Dry Utilities”** shall mean electricity, natural gas, cable, fiber, and telephone.

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

1.9 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.10 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.11 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of private but commonly owned and maintained (through owner’s

associations or Metropolitan Districts) improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes. The terms Private Improvements is not intended to reference improvements owned and maintained by an individual lot owner, which are required for site plan approval and development of that owner's lot.

1.12 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.13 **“Performance Guarantee”** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.14 **“Subdivision Improvements”** shall mean the Public Improvements and Private Improvements.

1.15 **“Town”** shall mean the Town of Johnstown, Colorado.

1.16 **“Town Manager”** shall include the Town Manager and such person's authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

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

b **Civil Engineering Construction Plans**: Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans

without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 Construction of Public Improvements

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all

materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within an 800-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 **Engineer's Opinion of Cost and Construction Schedule:** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 **Testing:** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 **Inspection:** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

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

2.7 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. Private Improvements

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

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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

3.4 **Completion of Private Improvements:** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. For clarity, the Private Improvements referenced herein do not

apply to homeowner improvements, i.e., privacy fencing, front and back yard landscaping, which are anticipated to be installed by homeowners.

3.5 ***Replacement of Private Improvements:*** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 ***Utilities:*** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects

and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and the Town's written approval of the Private Improvements.

52 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the landscaping installed as part of the Private Improvements are satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

53 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town's discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

54 ***Maintenance, Repair and Replacement:*** Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within thirty (30) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived, and unless the Developer undertakes immediate repairs for such emergency, the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the

foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

55 ***Final Acceptance:*** Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Larimer County Clerk and Recorder.

56 ***Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance, Developer shall delegate maintenance of applicable Private Improvements and restrictive covenant enforcement to the Encore on 34 Metropolitan District No. 1 (the "District").

57 ***Dedication and Maintenance of Subdivision Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the District or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 When required by the Town upon written notice to Developer and, in any event, prior to the issuance of Notice of Construction Acceptance, the Town and Developer or the District shall enter into a Water Service Agreement for the common area irrigation needs of the Development, setting forth their agreement concerning water rights dedication, preliminary projections of water demand and a commitment by the Town for water service to satisfy the common area irrigation needs of the Development. The Water Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 Prior to site plan approval of a lot, the Town and the owner of the lot shall enter into a Water and Sewer Service Agreement, setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.3 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.4 The District shall own and maintain the stormwater infrastructure for the Development. Developer or the District shall provide the Town with a proposed operations and maintenance manual for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, the District shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits for individual lots in the Development until the following has been satisfied for the applicable lot: (1) a Final Plat has been recorded with the Larimer County Clerk and Recorder creating such lot; (2) the party seeking the building permit has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J associated with the applicable lot; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the party seeking a building permit has entered into a Water and Sewer Service Agreement for the subject lot and, if required by the Town, Developer or the District, as the case may be, has entered into a Water Service Agreement for the common area irrigation needs of the Development; (7) the District has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) all other obligations of Developer under the terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales. Such early building permits must be sought by or approved in writing by Developer or its direct assignee of such right to approve, except that the Town shall have no obligation or responsibility for ensuring that an applicant for an early building permit obtained

Developer approval and no liability whatsoever for the issuance of a building permit without Developer approval.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

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

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

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

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to the District. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

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

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list

the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

103 **Drainage Liability:** Drainage from the Property was historically intercepted on its way to the Big Thompson River by the Greeley-Loveland Canal and Farmers Ditch. To address ditch company concerns regarding future drainage entering the ditches, Developer is relying upon a different drainage easement it acquired to deliver drainage directly to the Big Thompson River. Notwithstanding, Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. Developer will first be given the opportunity to address any such drainage issues if it so desires, but Developer will indemnify the Town to the extent it does not resolve the issue. In addition, Developer shall reimburse the Town for reasonable all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

104 **Tax Liability:** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

105 **Use Tax:** Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

105 **Cost Reimbursement to Town:** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

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

DEFAULTS AND REMEDIES

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

11.2 If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

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

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

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

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

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

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, Developer shall remain responsible for the Subdivision Improvements, unless, prior to the transfer or the sale, a written agreement delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved by the Town in writing.

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

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

TO DEVELOPER: Encore HoldCo, LLC. Attention: Roy Bade Copy:
Courtney Crump
8901 E. Mountain View Rd, Ste 150
Scottsdale, AZ 85258
Email: Roy.Bade@caliberco.com Email:
Courtney.Crump@caliberco.com

COPY TO: Coan, Payton & Payne, LLC
Attention: G. Brent Coan
Copy: Amanda Huston
103 West Mountain Avenue, Suite 200
Fort Collins, CO 80528
Email: gbcoan@cp2law.com
Email: ahuston@cp2law.com

TO TOWN: Town of Johnstown
Attention: Town Manager
450 So. Parish Avenue
P. O. Box 609 Johnstown, CO 80534
Email: mlecerf@johnstownco.gov

COPY TO: Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC 1437 N. Denver
Avenue, No. 330
Loveland, CO 80538 Email: avi@rocklinlaw.com

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

13.9 **Vested Right.** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

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

13.11 **Governing Law and Venue.** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Larimer, State of Colorado.

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

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings about subject matter contained herein. Any amendment to this Agreement must be in writing and signed by the parties. Notwithstanding the foregoing and to the extent not inconsistent with the terms of this Agreement, the Annexation Agreement dated March 20, 2006, and recorded in the real property records of Larimer County at Reception No. 2006-0027835, shall survive and shall not be deemed to merge with or be superseded by this Agreement.

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

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

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

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

[Signatures begin on following page.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ___ day of _____, 2024.


Encore HoldCo, LLC
a Colorado limited liability company

By: Encore ManageCo, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager



By: 
Name: Jennifer Schrader
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29th day of January, 2024, by Jennifer Schrader, authorized signer, Encore HoldCo, LLC.

Witness my hand and official seal.

My commission expires: March 21, 2027

 
Notary Public

APPROVED AS TO FORM AND AGREED UPON WITH RESPECT TO THE DISTRICT OBLIGATIONS CONTAINED THEREIN:

ENCORE ON 34, METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____,
Officer of the District

ATTEST:

By: _____,
Secretary

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR
THE TOWN OF JOHNSTOWN (ENCORE JOHNSTOWN)**

EXHIBITS TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Engineer's Opinion of Cost
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A
LEGAL DESCRIPTION
(Property)

ENCORE FILING 1 - LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH HALF (S 1/2) OF SECTION TWELVE (12), TOWNSHIP FIVE (5) NORTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

EXCEPTING THEREFROM THOSE PARCELS OF LAND DESCRIBED IN THE DEEDS APRIL 11, 1934 IN BOOK 637 AT PAGE 458 AND RECORDED MARCH 25, 1974 IN BOOK 1593 AT PAGE 944 AND RECORDED MAY 5, 2008 AT RECEPTION NUMBER 20080028419 AND RECORDED NOVEMBER 17, 2008 AT RECEPTION NUMBER 20080071355 AND RECORDED MAY 7, 2012 AT RECEPTION NUMBER 20120029968 AND RECORDED NOVEMBER 26, 2012 AT RECEPTION NUMBER 20120083353 OF THE LARIMER COUNTY RECORDS, COUNTY OF LARIMER, STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NOS. 8512000002 AND 8512300012

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, WHICH IS ASSUMED TO BEAR N88°54'02"W.

COMMENCING AT THE EAST QUARTER OF SAID SECTION 12;

THENCE N88°54'02"W, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1 AND THE POINT OF BEGINNING.

THENCE S00°51'45"W, ON SAID WEST RIGHT-OF-WAY, A DISTANCE OF 812.58 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. 20040122912 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING ELEVEN (11) COURSES:

1. THENCE N89°08'16"W A DISTANCE OF 269.54 FEET;
2. THENCE ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING OF N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
3. THENCE N74°51'50"W A DISTANCE OF 414.52 FEET;

4. THENCE ON A CURVE TO THE LEFT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING ON N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
5. THENCE N89°08'16"W A DISTANCE OF 251.90 FEET;
6. THENCE S00°51'44"W A DISTANCE OF 1,195.51 FEET;
7. THENCE N77°48'41"W A DISTANCE OF 92.22 FEET;
8. THENCE N77°14'18"W A DISTANCE OF 256.48 FEET;
9. THENCE N76°47'46"W A DISTANCE OF 250.12 FEET;
10. THENCE N76°39'32"W A DISTANCE OF 207.76 FEET;
11. THENCE N79°36'13"W A DISTANCE OF 119.72 FEET;

THENCE N01°05'58"E A DISTANCE OF 1,660.09 FEET, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 1,792.05 FEET; TO THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AS "GAS OPERATIONS AREA 1" IN RECEPTION NUMBER 20080028416 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE.;

THENCE S00°51'44"W, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 294.00 FEET;

THENCE SOUTH 88°54'02" EAST A DISTANCE OF 297.99 FEET;

THENCE ON A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 213.89 FEET, A RADIUS OF 484.00 FEET, A CHORD BEARING OF NORTH78°26'21"EAST AND A CHORD OF 212.15 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 15.68 FEET, A RADIUS OF 44.00 FEET, A CHORD BEARING OF NORTH55°34'13"EAST AND A CHORD OF 15.60 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 21.77 FEET, A RADIUS OF 84.00 FEET, A CHORD BEARING OF NORTH37°56'16"EAST AND A CHORD OF 21.71 FEET;

THENCE NORTH00°51'45" A DISTANCE OF 221.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

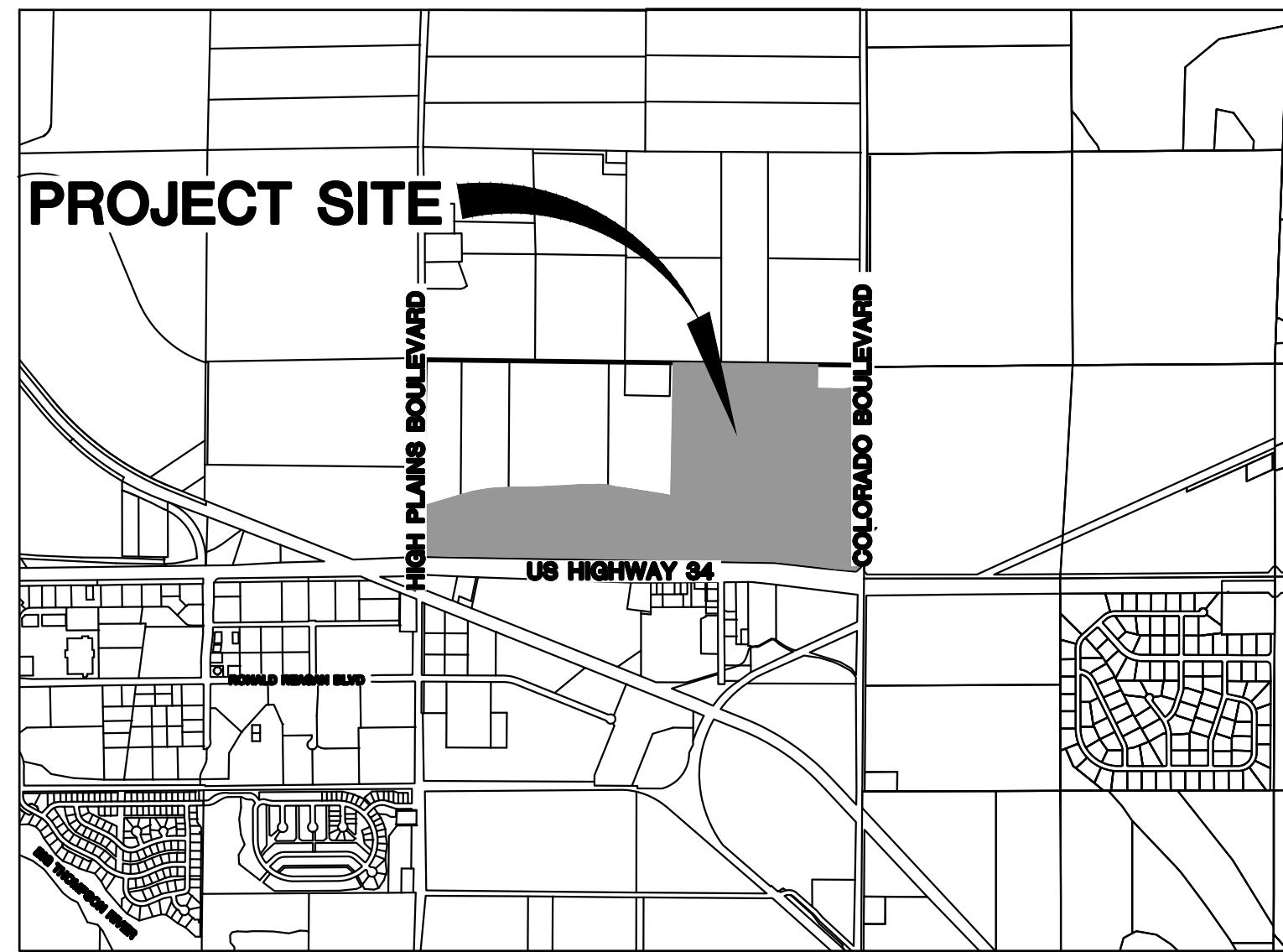
THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B-1 PLAT

(SEE ATTACHED)

ENCORE FILING 1

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



TOTAL OUTLOTS 10 **TOTAL LOTS** 2 **TOTAL TRACTS** 5

ENGINEERING & SURVEYING:
TST, INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE #200
FORT COLLINS, CO 80525
(970) 226-0557

OWNER:
ENCORE HOLDCO, LLC
ROY BADE
8901 E MOUNTAIN VIEW RD., SUITE #150
SCOTTSDALE, AZ 85258
(480) 295-7600

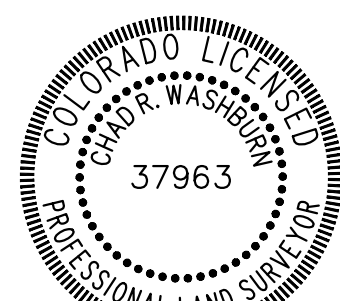
BASIS OF BEARING STATEMENT

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID LINE IS ASSUMED TO BEAR N00°48'14"E AND IS MONUMENTED AS SHOWN HEREON.

SURVEYOR CERTIFICATE:

I, CHAD R. WASHBURN, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE PLAT OF ENCORE FILING 1 WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND THAT THE STATEMENTS CONTAINED HEREON WERE READ BY ME AND THE SAME ARE TRUE TO THE BEST OF MY KNOWLEDGE.

DATED THIS _____ DAY OF _____, 20__.



CHAD R. WASHBURN
PROFESSIONAL LAND SURVEYOR COLORADO LICENSE NO. 37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC

NOTICE OF OTHER DOCUMENTS

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 AFTER THE OF CERTIFICATION.

DEDICATION & ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF JOHNSTOWN, OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SUCH LAND TO BE SURVEYED AND SUBDIVIDED INTO LOTS, OUTLOTS, TRACTS, AND STREETS AND TO THE EXTENT APPLICABLE DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN FOREVER ALL STREETS AND EASEMENTS, IF ANY, AS INDICATED HEREON UNDER THE NAME OF ENCORE FILING 1, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT. IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

OWNER: ENCORE HOLDCO, LLC

A COLORADO LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE _____ DAY OF _____, 20__.

BY: _____ AUTHORIZED SIGNOR
NAME JENNIFER SCHRADER

NOTARIAL CERTIFICATE

STATE OF ARIZONA)

COUNTY OF MARICOPA)^{SS}

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS _____ DAY OF _____, 20__.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

LENDER: CAPITAL FUND REIT, LLC

AN ARIZONA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE _____ DAY OF _____, 20__.

BY: _____ PRESIDENT
NAME NOAH BROCIUS

NOTARIAL CERTIFICATE

STATE OF ARIZONA)

COUNTY OF MARICOPA)^{SS}

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS _____ DAY OF _____, 20__.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS ENCORE FILING 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE DAY OF _____, 20__.

BY: _____ ATTEST: _____
MAYOR – TROY D. MELLON TOWN CLERK – HANNAH HILL

CERTIFICATION OF TITLE:

I/ WE HERITAGE TITLE COMPANY DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

- TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN, NOT YET DUE AND PAYABLE

ENCORE HOLDCO, LLC, A COLORADO LIMITED LIABILITY COMPANY

AMOUNT: \$2,000,000.00
PUBLIC TRUSTEE OF LARIMER COUNTY
RECORDED JUNE 29, 2021
RECEPTION NO. 20210062731

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME OF AUTHORIZED OFFICIAL _____

NOTES:

- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)
- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESS OR IMPLIED.
- FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. HS0813638 AMENDMENT 1 PREPARED BY HERITAGE TITLE COMPANY EFFECTIVE APRIL 27, 2023 AT 8:00 AM. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FRM), MAP NO. 08069C1215F, HAVING A MAP REVISED DATE OF DECEMBER 19, 2006, INDICATE THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY, THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- OUTLOTS A-J ARE HEREBY DEDICATED AS BLANKET UTILITY, ACCESS AND DRAINAGE EASEMENTS. ALL LOCATIONS OF FUTURE UTILITY INFRASTRUCTURE MUST BE APPROVED BY OWNER PRIOR TO INSTALLATION.
- WHERE MINIMUM COVER PROVIDES LESS THAN NINE FEET (9') OF ELEVATION DIFFERENCE BETWEEN THE FINISHED LOT GRADE AT BUILDING LINE AND THE TOP OF THE SEWER MAIN, THE PLANS AND THE PLAT SHALL INDICATE THAT THE LOT IS SERVED BY A "SHALLOW SEWER" AND APPROPRIATE ELEVATION INFORMATION SHALL BE GIVEN.

LEGAL DESCRIPTION

PARCEL 1:
THE SOUTH HALF (S 1/2) OF SECTION TWELVE (12), TOWNSHIP FIVE (5) NORTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

EXCEPTING THEREFROM THOSE PARCELS OF LAND DESCRIBED IN THE DEEDS APRIL 11, 1934 IN BOOK 637 AT PAGE 458 AND RECORDED MARCH 25, 1974 IN BOOK 1593 AT PAGE 944 AND RECORDED MAY 5, 2008 AT RECEPTION NUMBER 20080028419 AND RECORDED NOVEMBER 17, 2008 AT RECEPTION NUMBER 20080071355 AND RECORDED MAY 7, 2012 AT RECEPTION NUMBER 20120029968 AND RECORDED NOVEMBER 26, 2012 AT RECEPTION NUMBER 20120083353 OF THE LARIMER COUNTY RECORDS, COUNTY OF LARIMER, STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NOS. 8512000002 AND 8512300012

PARCEL 2:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, WHICH IS ASSUMED TO BEAR N88°54'02"W.

COMMENCING AT THE EAST QUARTER OF SAID SECTION 12;

THENCE N88°54'02"W, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1 AND THE POINT OF BEGINNING.

THENCE S00°51'45"W, ON SAID WEST RIGHT-OF-WAY, A DISTANCE OF 812.58 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. 20040122912 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING ELEVEN (11) COURSES:

- THENCE N89°08'16"W A DISTANCE OF 269.54 FEET;
- THENCE ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING OF N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
- THENCE N74°51'50"W A DISTANCE OF 414.52 FEET;
- THENCE ON A CURVE TO THE LEFT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING ON N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
- THENCE N89°08'16"W A DISTANCE OF 251.90 FEET;
- THENCE S00°51'44"W A DISTANCE OF 1,195.51 FEET;
- THENCE N77°48'41"W A DISTANCE OF 92.22 FEET;
- THENCE N77°14'18"W A DISTANCE OF 256.48 FEET;
- THENCE N76°47'46"W A DISTANCE OF 250.12 FEET;
- THENCE N76°39'32"W A DISTANCE OF 207.76 FEET;
- THENCE N79°36'13"W A DISTANCE OF 119.72 FEET;

THENCE N01°05'58"E A DISTANCE OF 1,660.09 FEET, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 1,792.05 FEET; TO THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AS "GAS OPERATIONS AREA 1" IN RECEPTION NUMBER 20080028416 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE.;

THENCE S00°51'44"W, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 294.00 FEET;

THENCE SOUTH 88°54'02" EAST A DISTANCE OF 297.99 FEET;

THENCE ON A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 213.89 FEET, A RADIUS OF 484.00 FEET, A CHORD BEARING OF NORTH78°26'21"EAST AND A CHORD OF 212.15 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 15.68 FEET, A RADIUS OF 44.00 FEET, A CHORD BEARING OF NORTH55°34'13"EAST AND A CHORD OF 15.60 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 21.77 FEET, A RADIUS OF 84.00 FEET, A CHORD BEARING OF NORTH37°56'16"EAST AND A CHORD OF 21.71 FEET;

THENCE NORTH00°51'45" A DISTANCE OF 221.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

DESCRIPTION	SIZE (AC.)	PERCENTAGE (%) TOTAL	O & M RESPONSIBILITY
LOTS 1 - 1 BLOCK 1	44.10	23.36%	OWNER
LOTS 1 - 1 BLOCK 2	3.26	1.72%	OWNER
TRACT A - FUTURE DEVELOPMENT	14.88	7.88%	OWNER
TRACT B - FUTURE DEVELOPMENT	12.09	6.40%	OWNER
TRACT C - FUTURE DEVELOPMENT	22.22	11.77%	OWNER
TRACT D - FUTURE DEVELOPMENT	29.28	15.51%	OWNER
TRACT E - FUTURE DEVELOPMENT	6.65	3.52%	OWNER
OUTLOT A - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.57	0.83%	METRO DISTRICT
OUTLOT B - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.66	2.47%	METRO DISTRICT
OUTLOT C - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.95	1.03%	METRO DISTRICT
OUTLOT D - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	5.36	2.84%	METRO DISTRICT
OUTLOT E - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.43	2.35%	METRO DISTRICT
OUTLOT F - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	2.41	1.28%	METRO DISTRICT
OUTLOT G - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.84	2.57%	METRO DISTRICT
OUTLOT H - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	3.48	1.84%	METRO DISTRICT
OUTLOT I - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.34	2.30%	METRO DISTRICT
OUTLOT J - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.91	1.01%	METRO DISTRICT
RIGHT-OF-WAY	21.37	11.32%	TOWN OF JOHNSTOWN
TOTAL	188.84	100.00%	

REVISIONS	DESCRIPTION	DATE	BY

DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plot Cover

ENCORE FILING 1 PLAT COVER

Washburn
LAND SURVEYING

TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1245.0008.00

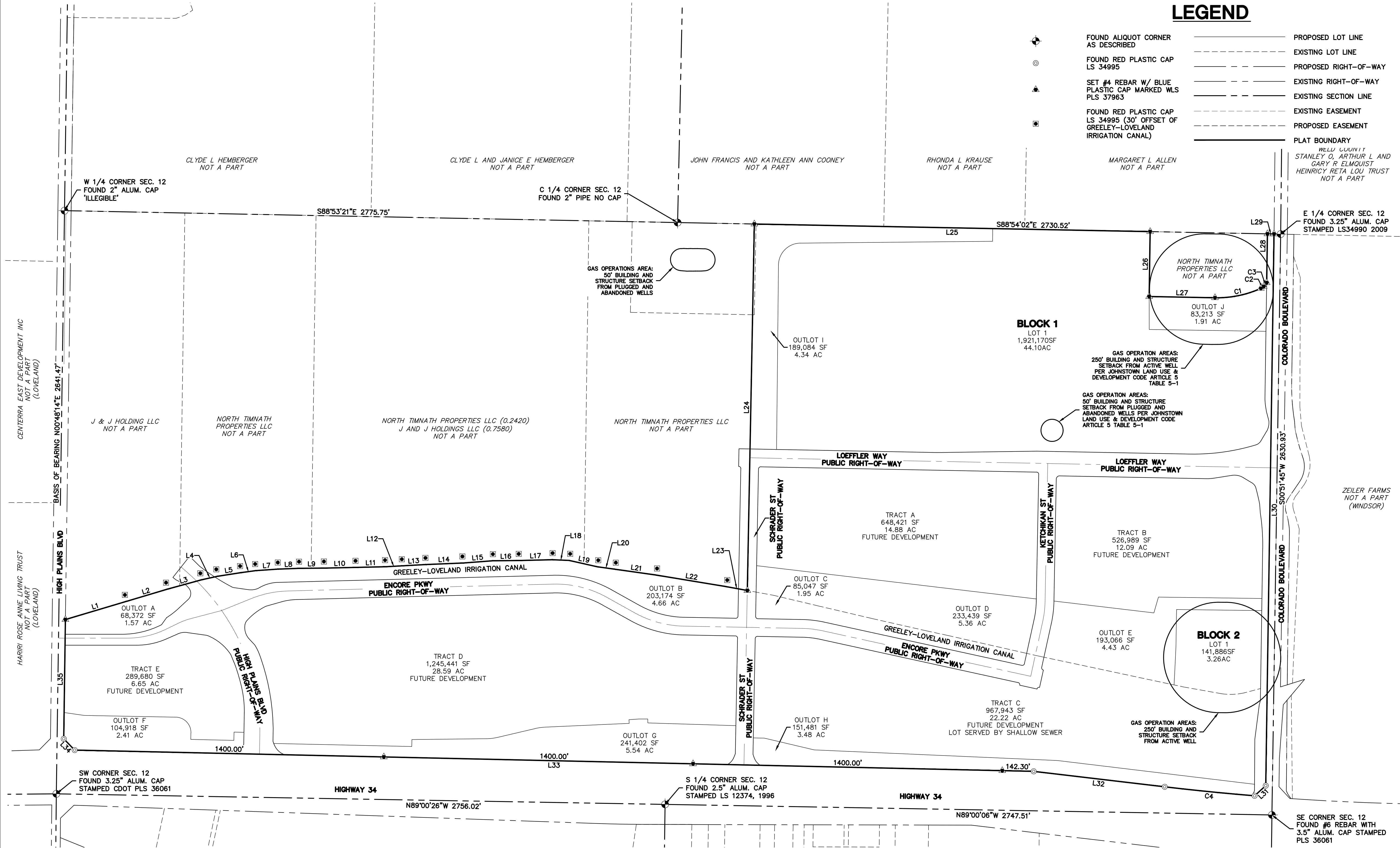
SCALE N.T.S.

DATE JANUARY 2024

SHEET 1 of 8

LEGEND

- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND RED PLASTIC CAP LS 34995
- SET #4 REBAR W/ BLUE PLASTIC CAP MARKED WLS PLS 37963
- FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PLAT BOUNDARY



LINE TABLE

LINE	LENGTH	DIRECTION
L1	289.84	N73°24'05"E
L2	193.92	N73°25'09"E
L3	159.82	N74°41'37"E
L4	73.70	N77°35'57"E
L5	106.43	N81°10'10"E
L6	67.60	N82°18'45"E
L7	101.34	N86°07'00"E

LINE TABLE

LINE	LENGTH	DIRECTION
L8	95.13	N87°49'15"E
L9	112.53	N89°33'51"E
L10	143.08	N88°43'57"E
L11	134.28	N88°39'06"E
L12	76.61	N86°57'18"E
L13	106.99	N86°51'02"E
L14	167.58	N87°40'54"E

LINE TABLE

LINE	LENGTH	DIRECTION
L15	138.01	N85°40'41"E
L16	116.17	N89°30'23"E
L17	152.60	N88°38'30"E
L18	75.86	S87°33'11"E
L19	129.03	S77°14'42"E
L20	81.52	S82°02'01"E
L21	188.05	S81°58'34"E

LINE TABLE

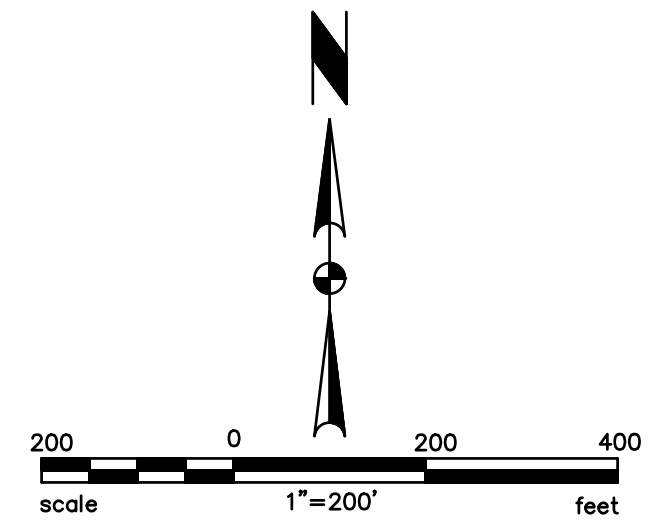
LINE	LENGTH	DIRECTION
L22	321.49	S80°36'13"E
L23	97.64	S79°36'13"E
L24	1680.09	N1°05'58"E
L25	1792.05	S88°54'02"E
L26	294.00	S0°51'44"W
L27	297.99	S88°54'02"E
L28	221.07	N0°51'45"E

LINE TABLE

LINE	LENGTH	DIRECTION
L29	30.00	S88°54'02"E
L30	2498.78	S0°51'45"W
L31	68.30	S47°45'00"W
L32	597.20	N83°16'09"W
L33	4342.30	N88°43'39"W
L34	71.14	N44°04'45"W
L35	540.13	N0°48'14"E

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	484.00'	213.89'	25°19'13"	N78°26'21"E	212.15'
C2	44.00'	15.68'	20°25'04"	N55°34'13"E	15.60'
C3	84.00'	21.77'	14°50'50"	N37°56'16"E	21.71'
C4	11334.20'	408.87'	2°04'01"	N84°18'10"W	408.85'



REVISIONS

NO.	DATE	DESCRIPTION

DRAWN: JSL
 CHECKED: JFS
 DESIGNED: JSL
 FILENAME: 0001_Plot Cover

ENCORE FILING 1

PLAT OVERALL



TST
 CONSULTING ENGINEERS
 748 Whalers Way
 Suite 200 Fort Collins
 Colorado 80525
 Phone: 970.226.0557

JOB NO. 1245.0008.00
 SCALE 1" = 200'
 DATE JANUARY 2024
 SHEET 2 of 8

CLYDE L AND JANICE E HEMBERGER
NOT A PART

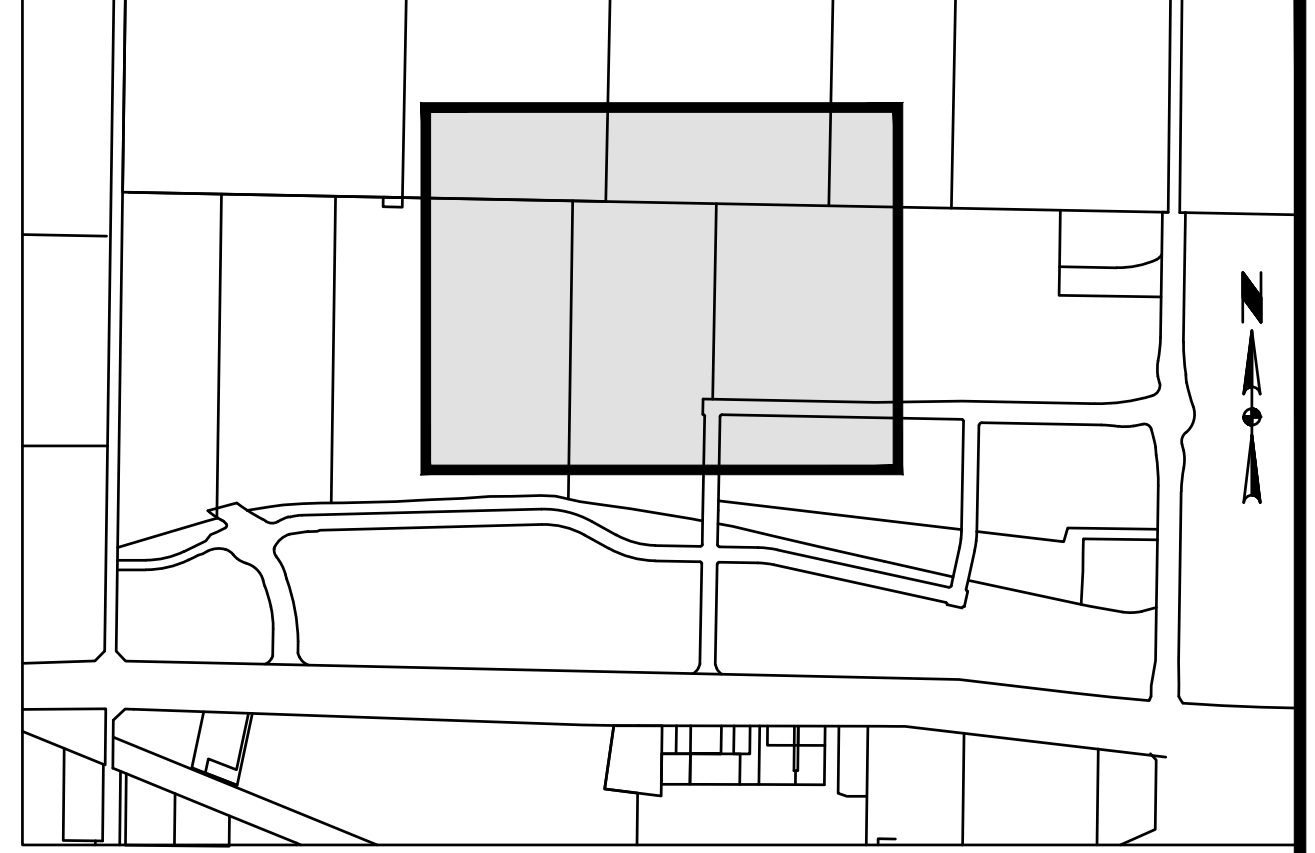
JOHN FRANCIS AND KATHLEEN ANN COONEY
NOT A PART

RHONDA L KRAUSE
NOT A PART

C 1/4 CORNER SEC. 12
FOUND 2" PIPE NO CAP

40' ACCESS ESMT.
REC. #20080028416

30' PIPELINE ESMT.
REC. #20080028416



KEY MAP
N.T.S.

REVISIONS	DESCRIPTION

DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plat Final

LEGEND

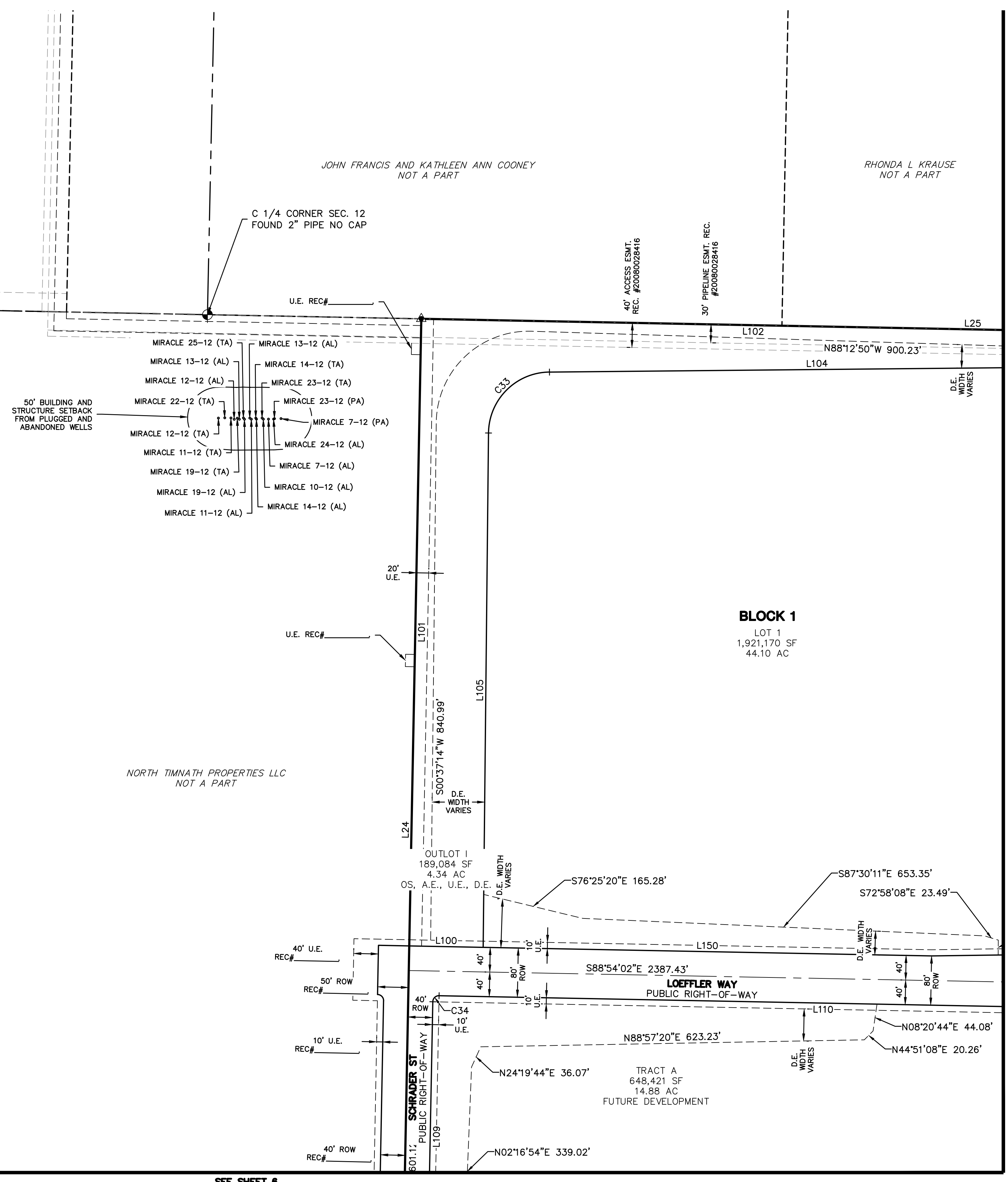
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND RED PLASTIC CAP LS 34995
- SET #4 REBAR W/ BLUE PLASTIC CAP LS 37963
- FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- FUTURE CDOT ROW RESERVATION
- PLAT BOUNDARY
- OS OPEN SPACE
- A.E. ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT OF WAY
- EX. EXISTING
- AL ABANDONED LOCATION
- PA PLUGGED & ABANDONED
- PR PRODUCING
- TA TEMPORARILY ABANDONED

ENCORE FILING 1
PLAT



TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO.	1245.0008.00
SCALE	1" = 100'
DATE	JANUARY 2024
SHEET	3 of 8



NORTH TIMNATH PROPERTIES LLC (0.2420)
J AND J HOLDINGS LLC (0.7580)
NOT A PART

NORTH TIMNATH PROPERTIES LLC
NOT A PART

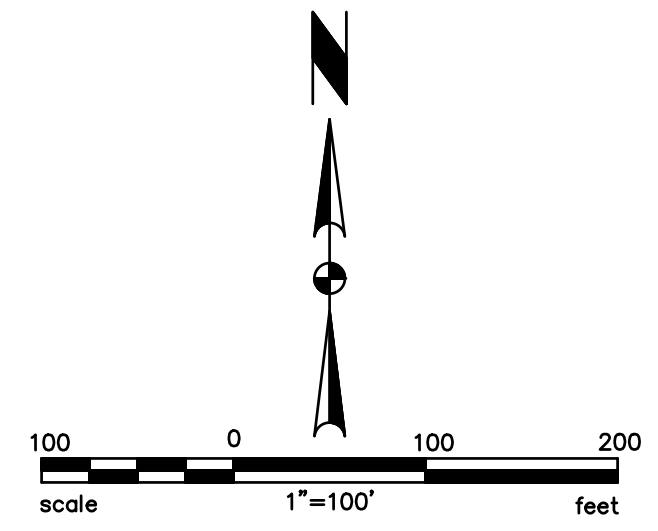
BLOCK 1
LOT 1
1,921,170 SF
44.10 AC

OUTLOT 1
189,084 SF
4.34 AC

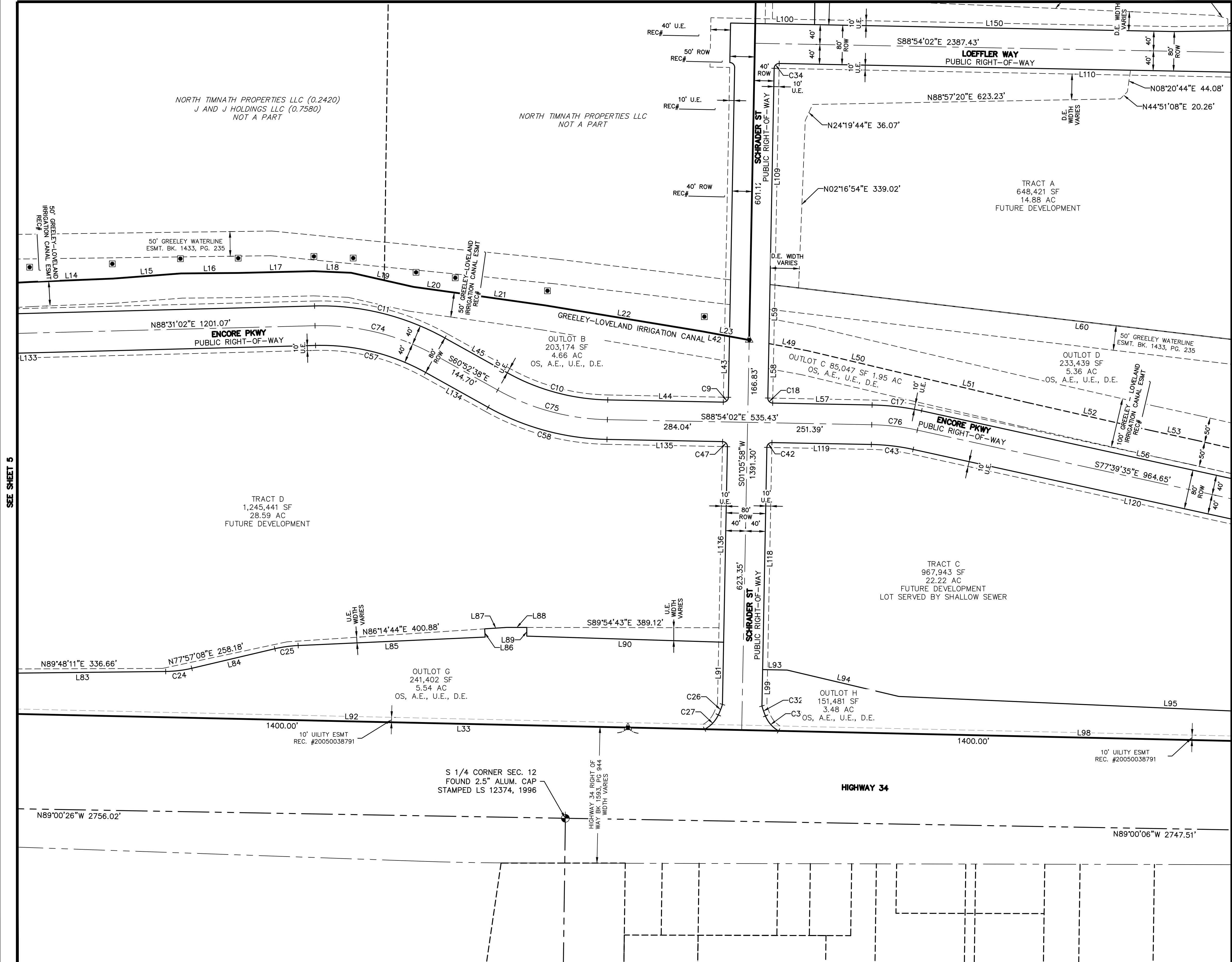
TRACT A
648,421 SF
14.88 AC
FUTURE DEVELOPMENT

SEE SHEET 6

SEE SHEET 4

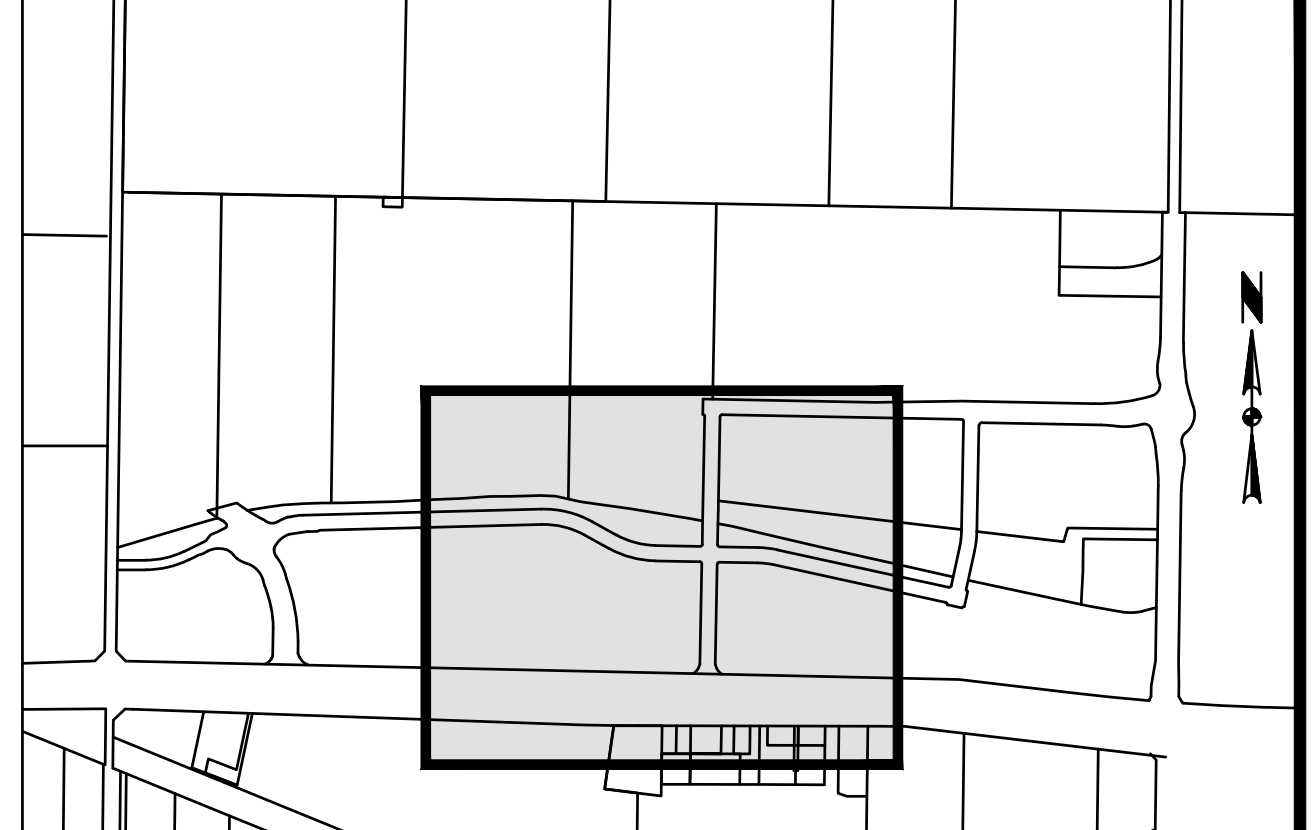


SEE SHEET 3



SEE SHEET 5

SEE SHEET 7



LEGEND

- ⊕ FOUND ALIQUOT CORNER AS DESCRIBED
- ⊙ FOUND RED PLASTIC CAP LS 34995
- ▲ SET #4 REBAR W/ BLUE PLASTIC CAP LS 37963
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- PROPOSED LOT LINE
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- - - EXISTING SECTION LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - FUTURE CDOT ROW RESERVATION
- PLAT BOUNDARY
- OS OPEN SPACE
- A.E. ACCESS EASEMENT
- U.E. UTILITY EASEMENT
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- PA. PLUGGED & ABANDONED
- PR. PRODUCING
- TA. TEMPORARILY ABANDONED

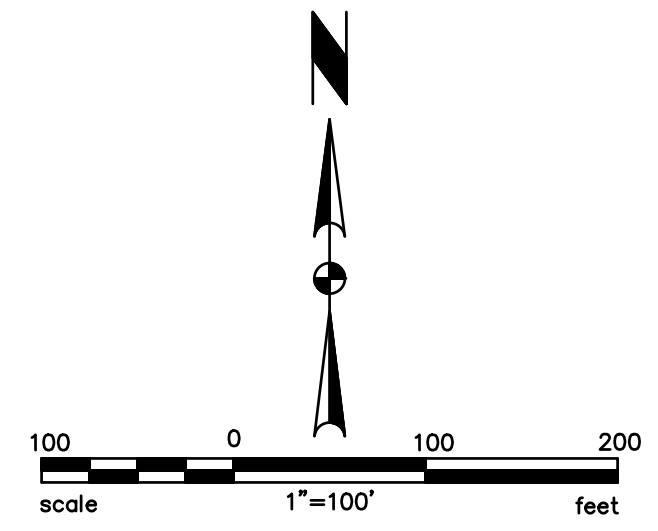
REVISIONS	DESCRIPTION

BY	
DATE	
DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plat Final

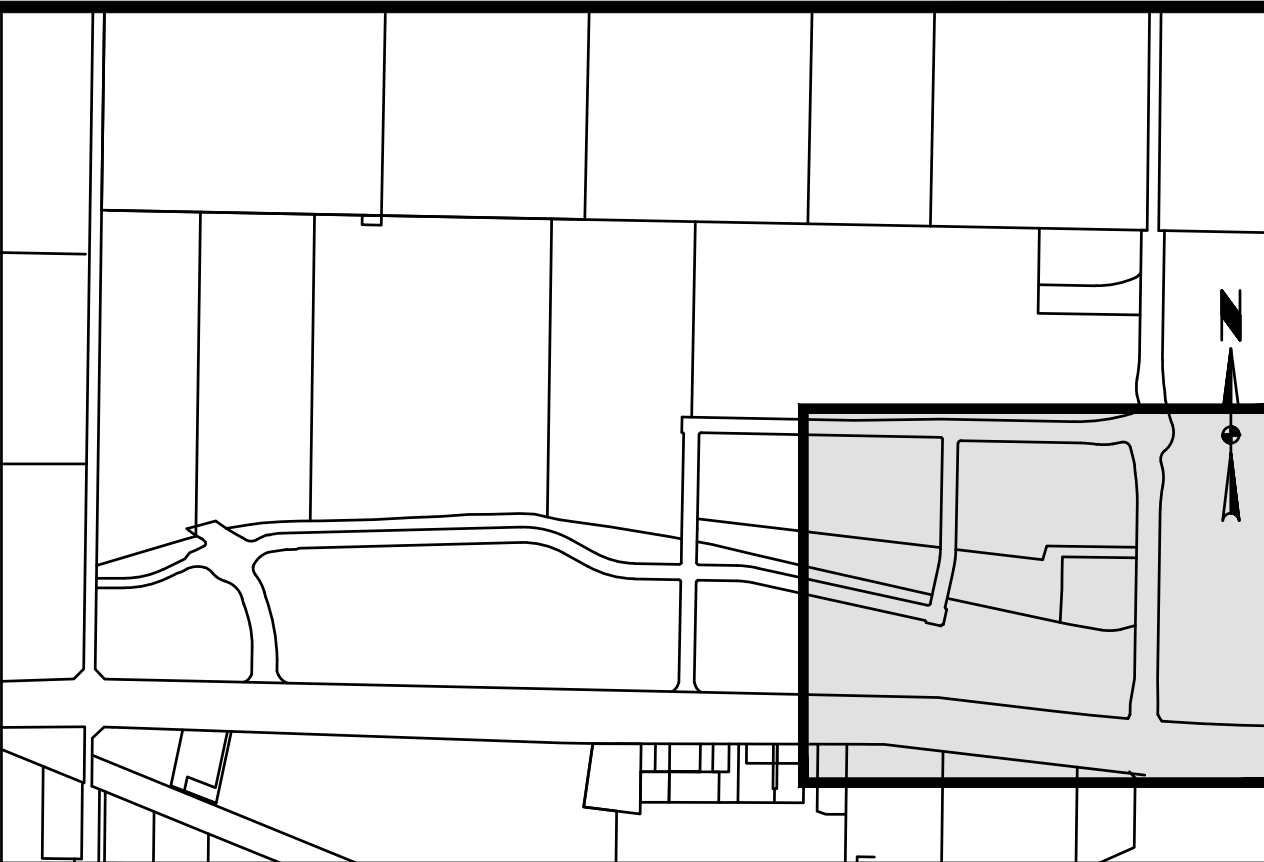
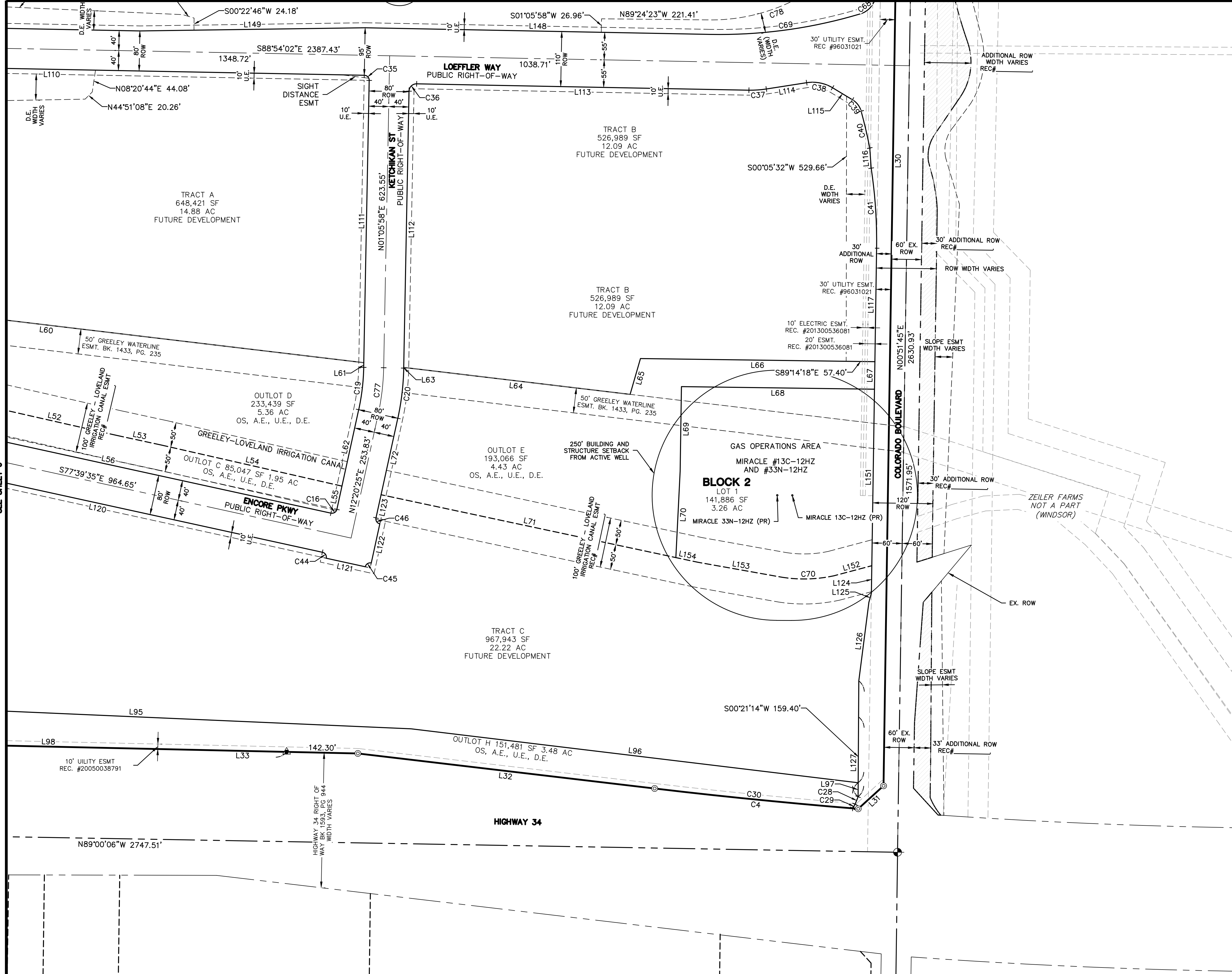
ENCORE FILING 1 PLAT



TST
 TST, INC.
 CONSULTING ENGINEERS
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 Suite 200 Fort Collins
 Colorado 80525
 Phone: 970.226.0557
 JOB NO. 1245.0008.00
 SCALE 1" = 100'
 DATE JANUARY 2024
 SHEET 6 of 8



SEE SHEET 4



KEY MAP
N.T.S.

LEGEND

- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND RED PLASTIC CAP LS 34995
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- FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
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- EXISTING LOT LINE
- PROPOSED RIGHT-OF-WAY
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- EXISTING EASEMENT
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- FUTURE CDOT ROW RESERVATION
- PLAT BOUNDARY
- OS** OPEN SPACE
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- D.E.** DRAINAGE EASEMENT
- ROW** RIGHT OF WAY
- EX.** EXISTING
- AL** ABANDONED LOCATION
- PA** PLUGGED & ABANDONED
- PR** PRODUCING
- TA** TEMPORARILY ABANDONED

REVISIONS	DESCRIPTION

BY	DATE

DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plat Final

ENCORE FILING 1

PLAT



TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
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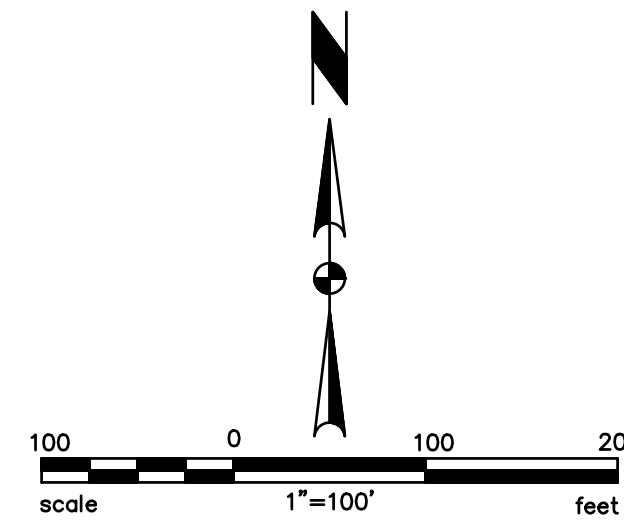
JOB NO.
1245.0008.00

SCALE
1" = 100'

DATE
JANUARY 2024

SHEET
7 of 8

SEE SHEET 6



LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L1 to L20.

LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L21 to L40.

LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L41 to L60.

LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L61 to L80.

LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L81 to L100.

LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L101 to L120.

LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L121 to L140.

LINE TABLE with columns: LINE, LENGTH, DIRECTION. Rows L141 to L154.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows C1 to C20.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows C21 to C40.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows C41 to C60.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows C61 to C78.

REVISIONS table with columns: DATE, DESCRIPTION, BY.

DRAWN JSL

CHECKED JFS

DESIGNED JSL

FILENAME 0001_Plot Final

ENCORE FILING 1 PLAT



TST, INC. CONSULTING ENGINEERS 748 Whalers Way Suite 200 Fort Collins Colorado 80525 Phone: 970.226.0557

JOB NO. 1245.0008.00

SCALE N.T.S.

DATE JANUARY 2024

SHEET 8 of 8

EXHIBIT B-2 (RESOLUTION APPROVING PLAT)

(SEE ATTACHED)

EXHIBIT B-3
ENCORE SUBDIVISION FILING NO. 1

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Prior to Town acceptance of Final Construction plans, reports, and documents**, the Town shall receive the following documents from the Developer, to include:
 - a. Deed of Dedication for additional right-of-way along the east side of Colorado Blvd.
 - b. Deed of Dedication for western half of right-of-way along Schrader Street from North Timnath Properties, LLC.
 - c. Deed of Dedication for right-of-way for north-west leg of west round-about and bridge crossing over Greeley & Loveland Irrigation Canal, from North Timnath Properties, LLC.
 - d. Written evidence of pending reviews/approvals and general conceptual acceptance of the plans, from:
 - i. City of Greeley
 - ii. Greeley & Loveland Irrigation Canal
 - iii. Town of Windsor (Colorado Boulevard street design only)
 - e. Developer shall design the ultimate major arterial section of Colorado Boulevard at US Hwy 34 to the northern property boundary. In addition to the foregoing, Developer may, upon written approval from the Town Manager, design and thereafter construct the eastern half of Colorado Boulevard to an interim major arterial standard.

2. **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all plans and permits approved by the Colorado Department of Transportation (“CDOT”) related to the improvements along the southern frontage of this Development, including the intersection at Colorado Boulevard and US Hwy 34, the Right-in/Right-out intersection of Schrader Street and US Hwy 34, and realignment of the intersection at High Plains Boulevard and US Hwy 34.

3. **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all approved plans and applicable easements, agreements, or permits related to the improvements that impact the City of Greeley water lines.

4. **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all approved plans and applicable easements, agreements, or permits related to the improvements that impact the Greeley & Loveland Irrigation Company.

5. **Prior to the Pre-Construction Meeting** and the start of construction activities (except as provided in Section 1 above), the Town must receive a copy of all recorded utility easements for public water, storm, or sanitary infrastructure that may be located outside of platted right-of-way dedicated to the Town or which have not been otherwise granted to the Town via the Encore Filing No. 1 subdivision plat.

6. If the Town is intended to become a party to any agreement upon Acceptance of Public Improvements, forward all agreements drafts and notices to the Town of Johnstown for review and acceptance by the Town **prior to execution and recordation**. The Town may in its sole discretion refuse to accept obligations that originate in agreements that have not been reviewed and accepted by the Town.
7. **Prior to the Pre-Construction Meeting** and the start of construction activities, Developer shall obtain Town approval of the Encore Off-Site Storm Sewer Improvement Construction Plans.
8. **Prior to December 31, 2025**, Developer or District shall construct the northern leg of High Plains Boulevard as shown in the Approved Plans for the Development and the intersection improvements, including signalization, at US Hwy 34, as provided in the Encore Filing No. 1 Construction Plans approved by the Town and by the Encore Development, US Hwy 34, County Road 3 to County Road 13, US Hwy 34 Access Improvement Plans dated January 27, 2023 approved by CDOT for Developer's Encore Filing No. 1 Development (the "High Plains Boulevard Improvements"). Upon completion of the construction of the High Plains Boulevard Improvements and acceptance by the Town, at Developer's request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a reimbursement agreement with Developer wherein the Town will endeavor in good faith to recover a proportionate share of the certified costs associated with the intersection improvements at US Hwy 34 and High Plains Boulevard and the crossing of the Loveland and Greeley Canal from the benefited property owners within the boundaries of, or that may be annexed to, the Town.
9. **Prior to Notice of Construction Acceptance**, Developer or District is obligated to design, construct, and install all required improvements along US Hwy 34 and receive CDOT Acceptance, per plans approved by CDOT and the Town referenced in Sec. 2 of this Exhibit.
10. **Upon Town's good faith determination that an application for a site plan approval in the Development will cause the Town's sanitary sewer transmission line serving the Development to exceed capacities then available in said sanitary sewer transmission line and written notice of the same from the Town**, Developer or District shall design and construct (as a condition of approval for the above referenced site plan approval), or financially participate in the design and construction of any necessary off-site sanitary sewer transmission line improvements or expansions to create adequate capacities to support full development of lands north of U.S. 34 ("Off-Site Sanitary Sewer Improvements"). Development and permitting in the Development may be limited by current capacities available in the sanitary sewer transmission line serving the Development until such Off-Site Sanitary Sewer Improvements are constructed, and accepted by the Town.
 - a. Upon completion of the construction of the Off-Site Sanitary Sewer Improvements and acceptance by the Town (if constructed by Developer), at Developer's request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a Reimbursement Agreement with Developer or District, or any third-party who constructs such improvement, wherein the Town will endeavor in good faith to recover a proportionate

share of the certified costs of the of the Off-Site Sanitary Sewer Improvements from benefitted property owners.

11. **Prior to Notice of Construction Acceptance**, Developer is required to complete a 16-inch looped water transmission line that extends from the east side of the Johnstown North Water tank, south through the Development to the northern boundary of the US Hwy 34 right-of-way (the “Water Line Improvements”).
- a. **Prior to Pre-Construction Meeting**, Developer shall obtain Town-approved public improvement construction plans for construction of the Water Line Improvements. Except as the scope may be modified, if at all as approved by the Town, the Water Line Improvements shall be completed prior to the issuance of Notice of Construction Acceptance for the Development. Developer shall be responsible for obtaining applicable easements, agreements, or permits required for the Water Line Improvements.
 - b. **Prior to Pre-Construction Meeting**, Developer shall provide an updated certified engineering cost estimate for the Water Line Improvements prior to construction and provide performance guarantees as outlined in Section 2.7 of this Agreement.
 - c. **Upon completion of the construction of the Water Line Improvements and acceptance by the Town**, at Developer’s request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a Reimbursement Agreement with Developer wherein the Town will endeavor in good faith to recover a proportionate share of the certified costs of the Water Line Improvements from benefitted property owners.
 - d. **To ensure adequate pressure and reliability in the water distribution system**, Developer shall design the bore and casing infrastructure across US Hwy 34 at a location approved by the Town and CDOT at the Developer’s cost. Prior to notice of construction acceptance, Developer shall construct the bore and casing improvements. Developer may, within thirty (30) days following completion of the construction of the bore and casing improvements and issuance of notice of construction acceptance, provide an invoice to the Town for cost of the bore and casing improvements, which invoice shall include a certification of the costs of the construction and materials. The Town agrees, within thirty (30) days of receipt of such invoice, to reimburse Developer for the certified costs. The Town shall be entitled to reimbursement for such costs from benefitted property owners.

Notwithstanding the foregoing, if the Town were to grant economic incentives to Developer with respect to development of any portion of the Property, beyond those set forth in the Annexation Agreement dated March 20, 2006 and recorded in the real property records of Larimer County at Reception No. 2006-0027835 (“Annexation Agreement”), Developer shall be responsible for both the design and construction costs associated with the bore and casing improvements. In such case, the Town agrees to enter into a reimbursement agreement with Developer, if desired, wherein the Town will endeavor in good faith to recover a proportionate share of the certified

construction costs associated with the bore and casing improvements from benefitted property owners.

12. **Prior to: (i) Notice of Construction Acceptance, (ii) the abandonment of the current access of County Road 3 and (iii) the opening of the new alignment and access of County Road 3**, Developer shall ensure paved access is provided to the existing residence and farm located on Parcel 8511000005.
13. **Prior to construction, including but not limited to the construction and installation of utility infrastructure improvements**, south of the "Reference Line," as identified on **Exhibit A** to this **Exhibit B-3**, which is attached hereto and incorporated by reference, Developer shall obtain approval from the Town and CDOT.
14. If the Town were to grant economic incentives to Developer with respect to development of any portion of the Property, beyond those set forth in the Annexation Agreement, the Town may require, as part of those incentives, that the property south of the Reference Line be dedicated to the Town for no monetary consideration.

EXHIBIT A

Red line is most recently discussed "Reference Line" for future CDOT Right of Way
Town of Johnstown and CDOT has more accurately defined line.

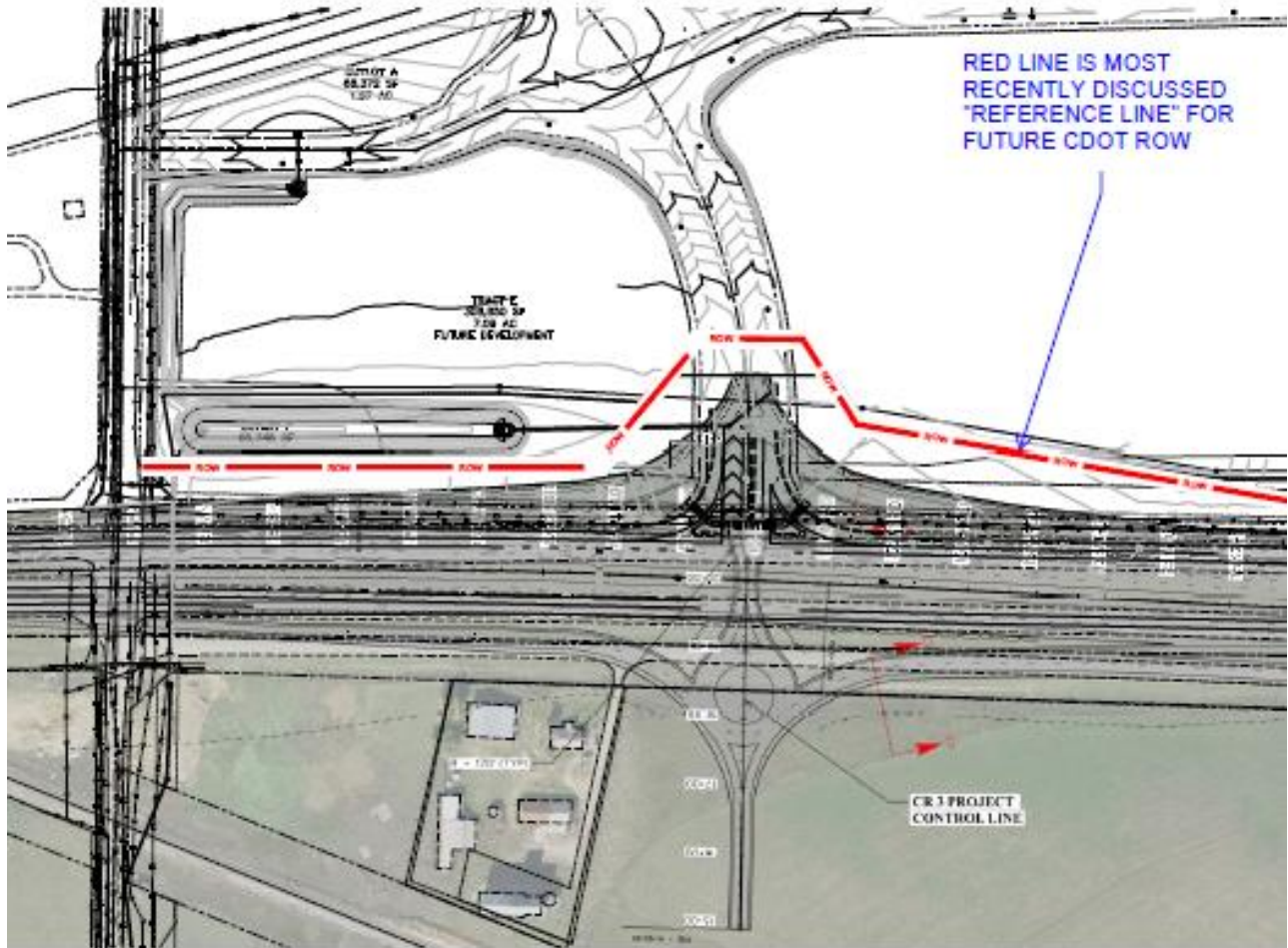


EXHIBIT A

Red line is most recently discussed "Reference Line" for future CDOT Right of Way
Town of Johnstown and CDOT has more accurately defined line.

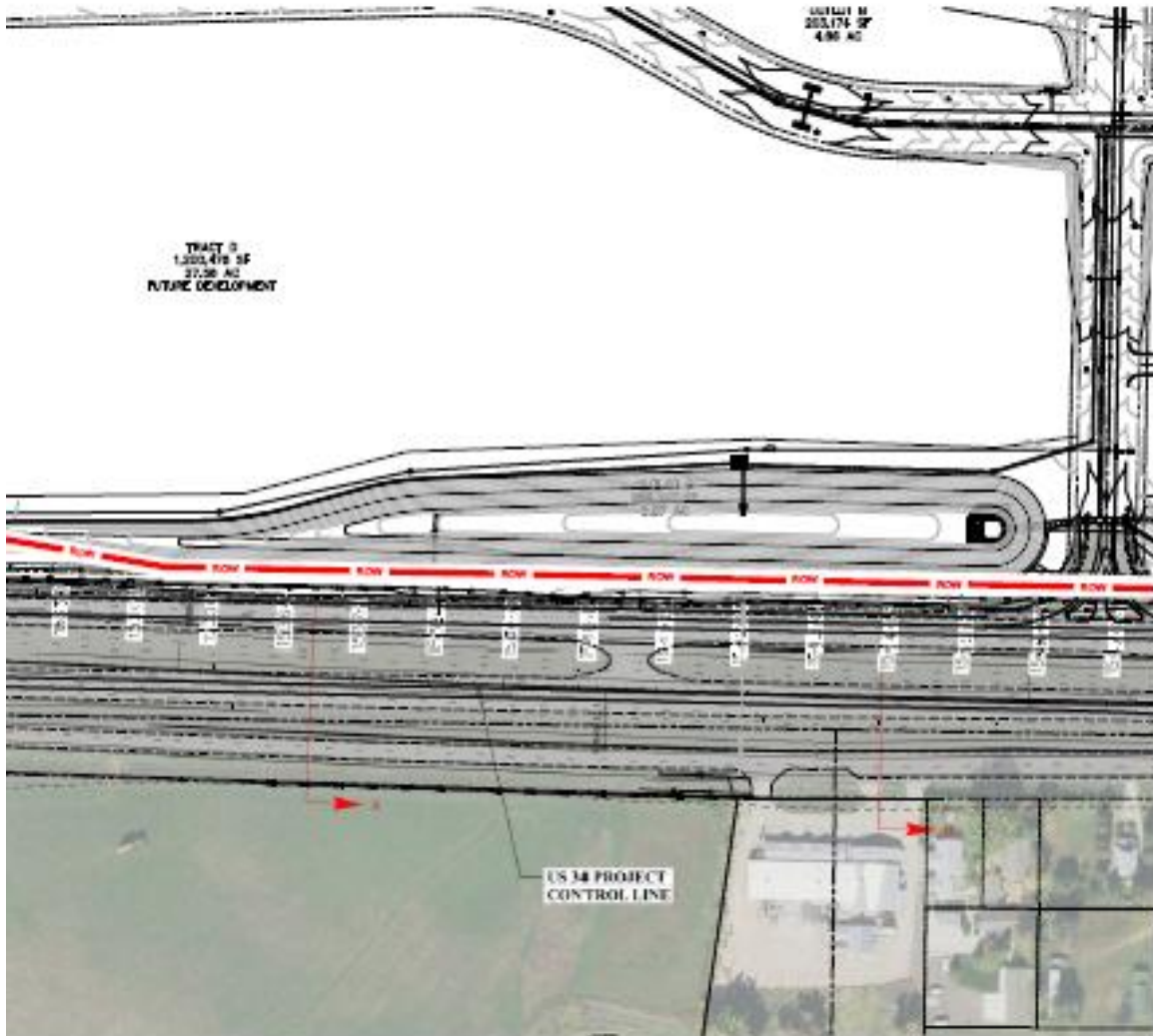


EXHIBIT A

Red line is most recently discussed "Reference Line" for future CDOT Right of Way
Town of Johnstown and CDOT has more accurately defined line.

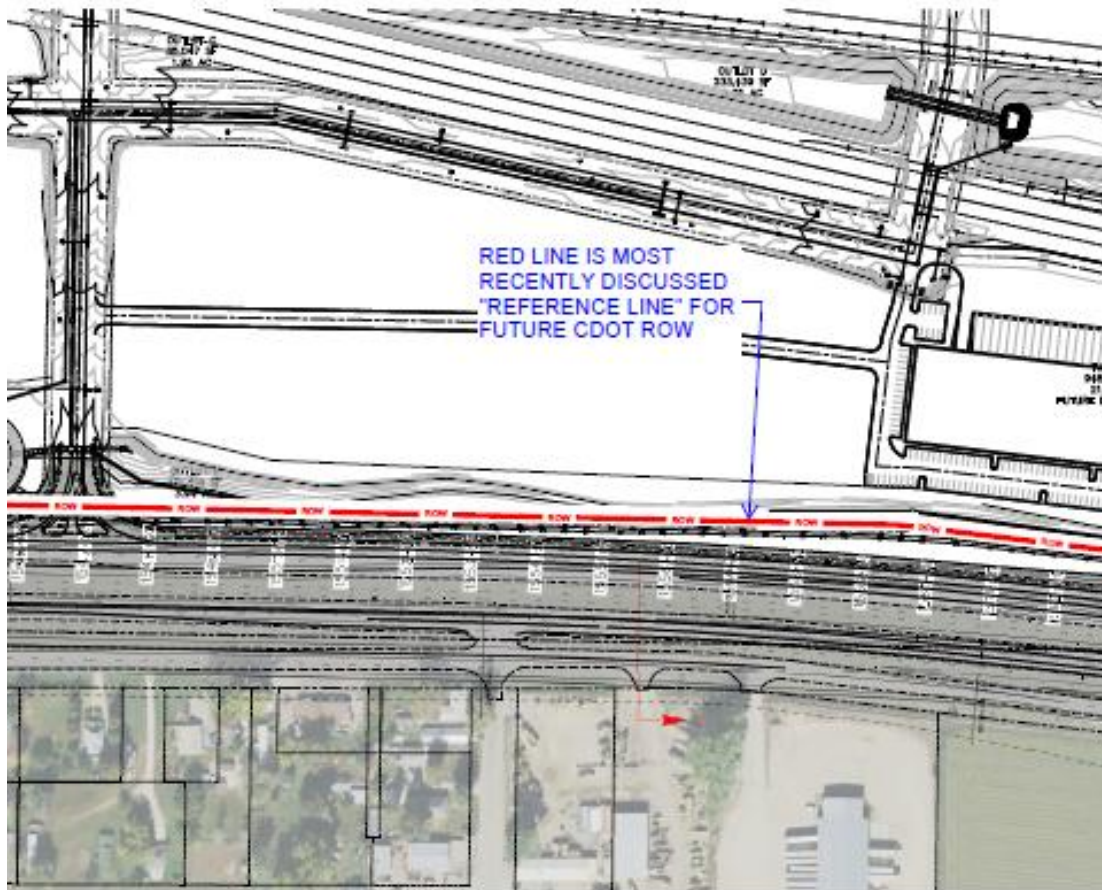


EXHIBIT A

Red line is most recently discussed "Reference Line" for future CDOT Right of Way
Town of Johnstown and CDOT has more accurately defined line.

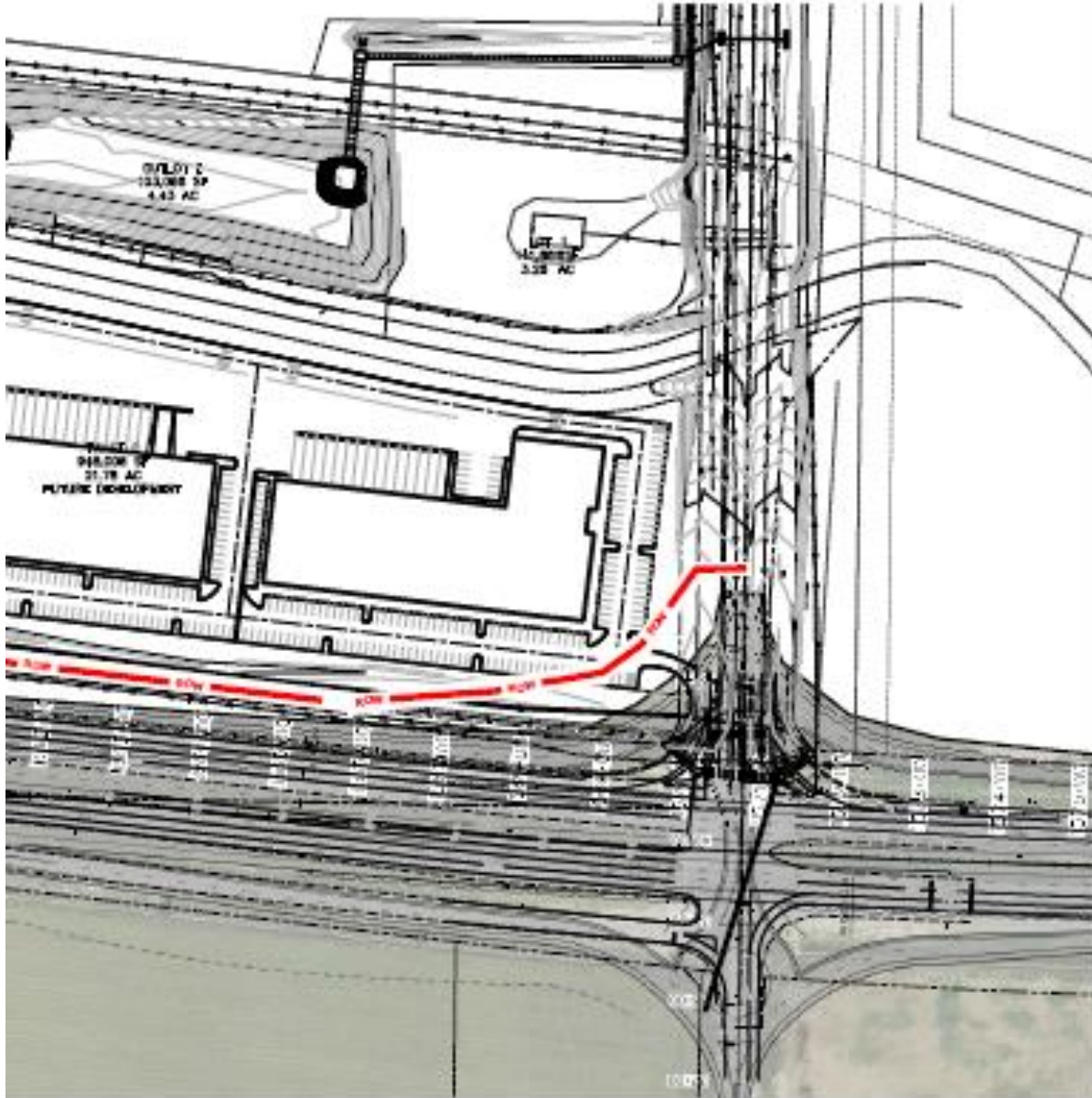


EXHIBIT C
ENGINEER'S OPINION OF COST
(ATTACHED)



Public Improvement Opinion of Cost -
Encore Filing 1

PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
SANITARY SEWER					
SANITARY SEWER SS-01					
	Tie to Existing Manhole w/ 12" PVC	1	EA	\$2,462.00	\$2,462.00
	12" SDR 26 PVC Sanitary Sewer Main	3,694	LF	\$80.40	\$296,997.60
	48" Manholes	7.00	EA	\$5,229.00	\$36,603.00
	60" Manholes with Intermediate Landing	3.00	EA	\$8,291.74	\$24,875.22
SANITARY SEWER SS-01 SUBTOTAL				\$	360,937.82
SANITARY SEWER SS-02					
	10" SDR 35 PVC Sanitary Sewer Main	2,562	LF	\$74.28	\$190,305.36
	18" Steel Casing	152	LF	\$368.37	\$55,992.24
	48" Manholes	1.00	EA	\$5,229.00	\$5,229.00
	60" Manholes with Intermediate Landing	5.00	EA	\$8,506.00	\$42,530.00
SANITARY SEWER SS-02 SUBTOTAL				\$	294,056.60
SANITARY SEWER SS-03					
	12" SDR 26 PVC Sanitary Sewer Main	506	LF	\$94.49	\$47,811.94
	24" Steel Casing	152	LF	\$618.26	\$93,975.52
	60" Manholes with Intermediate Landing	2.00	EA	\$6,768.66	\$13,537.32
SANITARY SEWER SS-03 SUBTOTAL				\$	155,324.78
SANITARY SEWER SS-04					
	10" SDR 35 PVC Sanitary Sewer Main	1,290	LF	\$63.40	\$81,786.00
	48" Manholes	3.00	EA	\$5,229.00	\$15,687.00
SANITARY SEWER SS-04 SUBTOTAL				\$	97,473.00
SANITARY SEWER SUBTOTAL				\$	907,792.20
WATER					
	Tie to Existing 16" Waterline	1.00	EA	\$5,000.00	\$5,000.00
	16"x12" SS TS & V	1.00	EA	\$2,200.00	\$2,200.00
	Air Release Valve	2.00	EA	\$10,000.00	\$20,000.00
	1.5" Irrigation Meter & RP Backflow Preventer	2.00	EA	\$8,000.00	\$16,000.00
	6" PVC	700.00	LF	\$40.00	\$28,000.00
	8" PVC Water Main	44.00	LF	\$53.43	\$2,350.92
	8" Gate Valves	1.00	EA	\$2,162.00	\$2,162.00
	8" Plug and 2" Blowoff Valve	1.00	EA	\$3,347.60	\$3,347.60
	12" PVC Water Main	7,477.00	LF	\$81.50	\$609,375.50
	12"x6" Swivel Tee w/ TB	18.00	EA	\$1,341.00	\$24,138.00
	12" Gate Valves	40.00	EA	\$3,875.00	\$155,000.00
	12" 11.25 Degree Bend	5.00	EA	\$1,099.00	\$5,495.00
	12" 22.5 Degree Bend	5.00	EA	\$1,258.00	\$6,290.00
	12" 45 Degree Bend	2.00	EA	\$1,221.97	\$2,443.94
	12" Plug and 2" Blowoff Valve	6.00	EA	\$3,121.24	\$18,727.44
	12" Water Lowering	3.00	EA	\$6,000.00	\$18,000.00
	FH Assembly	27.00	EA	\$8,006.93	\$216,187.11
	6" Gate Valve	26.00	EA	\$1,548.00	\$40,248.00
	16" PVC Water Main	6,249.00	LF	\$90.00	\$562,410.00
	16"x16" Cross	3.00	EA	\$1,460.00	\$4,380.00
	16" Gate Valves	24.00	EA	\$5,588.00	\$134,112.00
	16"x12" Reducer	3.00	EA	\$790.00	\$2,370.00
	16"x8" Reducer	3.00	EA	\$730.00	\$2,190.00
	24" Steel Casing	100.00	LF	\$520.00	\$52,000.00
	30" Steel Casing	100.00	LF	\$730.00	\$73,000.00
	42" Steel Casing	110.00	LF	\$840.00	\$92,400.00
	46" Steel Casing	110.00	LF	\$875.00	\$96,250.00
	16"x6" Swivel Tee w/ TB	3.00	EA	\$1,050.00	\$3,150.00
	16" 45 Degree Vertical Bend	9.00	EA	\$2,542.00	\$22,878.00
	16" 11.25 Degree Bend	2.00	EA	\$2,542.00	\$5,084.00



Public Improvement Opinion of Cost -
Encore Filing 1

PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
	16" 45 Degree Bend	6.00	EA	\$2,542.00	\$15,252.00
	16" 90 Bend	3.00	EA	\$2,542.00	\$7,626.00
	16"x6" Reducer	1.00	EA	\$668.53	\$668.53
	16" Water Lowering	3.00	EA	\$7,000.00	\$21,000.00
WATER SUBTOTAL				\$	2,269,736.04
STORM ST-01					
	24" RCP	102.00	LF	\$107.07	\$10,921.14
	36" RCP	299.00	LF	\$169.40	\$50,650.60
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	20' Type R Inlet	1.00	EA	\$15,362.00	\$15,362.00
STORM ST-01 SUBTOTAL				\$	87,366.74
STORM ST-03					
	18" RCP	77.00	LF	\$98.29	\$7,568.33
	24" RCP	43.00	LF	\$107.07	\$4,604.01
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	15" Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-03 SUBTOTAL				\$	35,717.34
STORM ST-04					
	18" RCP	30.00	LF	\$98.29	\$2,948.70
	30" RCP	499.00	LF	\$142.33	\$71,022.67
	36" RCP	421.00	LF	\$169.40	\$71,317.40
	48" RCP	521.00	LF	\$286.64	\$149,339.44
	53" x 83" RCP	129.00	LF	\$561.00	\$72,369.00
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	5' ID Eccentric Cone Manhole	3.00	EA	\$6,116.74	\$18,350.22
	6' ID Eccentric Cone Manhole	1.00	EA	\$10,693.00	\$10,693.00
	7.5'x7.5' Box Base MH W/ 48" Cylindrical Riser	1.00	EA	\$23,355.17	\$23,355.17
	10.5'x7.5' Box Base MH W/ 48" Cylindrical Riser	1.00	EA	\$39,201.54	\$39,201.54
STORM ST-04 SUBTOTAL				\$	477,216.34
STORM ST-04A					
	24" RCP	25.00	LF	\$107.07	\$2,676.75
	30" RCP	812.00	LF	\$142.33	\$115,571.96
	36" RCP	605.00	LF	\$169.40	\$102,487.00
	48" RCP	440.00	LF	\$286.64	\$126,121.60
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	5' ID Storm Manhole	5.00	EA	\$5,658.97	\$28,294.85
	8' ID Storm Manhole	3.00	EA	\$14,346.00	\$43,038.00
STORM ST-04A SUBTOTAL				\$	428,623.16
STORM ST-04B					
	18" RCP	20.00	LF	\$98.29	\$1,965.80
	24" RCP	30.00	LF	\$107.07	\$3,212.10
	20' Type R Inlet	2.00	EA	\$15,362.00	\$30,724.00
STORM ST-04B SUBTOTAL				\$	35,901.90
STORM ST-04C					
	24" RCP	126.00	LF	\$107.07	\$13,490.82
	53" x 83" RCP	34.00	LF	\$561.00	\$19,074.00
	5' Type R Inlet	2.00	EA	\$8,186.20	\$16,372.40
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04C SUBTOTAL				\$	59,370.22
STORM ST-04D					



Public Improvement Opinion of Cost -
Encore Filing 1

PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
	18" RCP	50.00	LF	\$98.29	\$4,914.50
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04D SUBTOTAL				\$	23,533.70
STORM ST-04E					
	18" RCP	20.00	LF	\$98.29	\$1,965.80
	15' Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-04E SUBTOTAL				\$	15,077.80
STORM ST-04F					
	18" RCP	23.00	LF	\$98.29	\$2,260.67
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04F SUBTOTAL				\$	12,693.67
STORM ST-04G					
	18" RCP	28.00	LF	\$98.29	\$2,752.12
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04G SUBTOTAL				\$	13,185.12
STORM ST-04H					
	18" RCP	25.00	LF	\$98.29	\$2,457.25
	15' Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-04H SUBTOTAL				\$	15,569.25
STORM ST-04I					
	48" RCP	52.00	LF	\$286.64	\$14,905.28
STORM ST-04I SUBTOTAL				\$	14,905.28
STORM ST-05					
	66" RCP	376.00	LF	\$498.24	\$187,338.24
	9.5'x5.5' Box Base MH W/ 48" Cylindrical Riser	1.00	EA	\$14,300.11	\$14,300.11
	9.5'x6' Box Base MH W/ 48" Cylindrical Riser	2.00	EA	\$18,827.64	\$37,655.29
STORM ST-05 SUBTOTAL				\$	239,293.64
STORM ST-05B					
	36" RCP	445.00	LF	\$169.40	\$75,383.00
	5' ID Eccentric Cone Manhole	1.00	EA	\$6,116.74	\$6,116.74
STORM ST-05B SUBTOTAL				\$	81,499.74
STORM ST-05C					
	24" RCP	74.00	LF	\$107.07	\$7,923.18
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-05C SUBTOTAL				\$	26,542.38
STORM ST-05D					
	18" RCP	141.00	LF	\$98.29	\$13,858.89
	15' Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
	20' Type R Inlet	1.00	EA	\$15,362.00	\$15,362.00
STORM ST-05D SUBTOTAL				\$	42,332.89
STORM ST-06					
	18" RCP	70.00	LF	\$98.29	\$6,880.30
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-06 SUBTOTAL				\$	25,499.50
STORM ST-07					



Public Improvement Opinion of Cost -
Encore Filing 1

PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
42"	RCP	460.00	LF	\$238.69	\$109,797.40
STORM ST-07 SUBTOTAL				\$	109,797.40
STORM ST-08					
18"	RCP	93.00	LF	\$98.29	\$9,140.97
5'	Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
10'	Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-08 SUBTOTAL				\$	27,760.17
STORM ST-09					
54"	RCP	374.00	LF	\$324.00	\$121,176.00
STORM ST-09 SUBTOTAL				\$	121,176.00
STORM ST-10					
18"	RCP	220.00	LF	\$98.29	\$21,623.80
4'	ID Storm Manhole	2.00	EA	\$4,791.83	\$9,583.66
STORM ST-10 SUBTOTAL				\$	31,207.46
STORM ST-10A					
18"	RCP	50.00	LF	\$98.29	\$4,914.50
5'	Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
10'	Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-10A SUBTOTAL				\$	23,533.70
STORM ST-11					
18"	RCP	50.00	LF	\$98.29	\$4,914.50
24"	RCP	73.00	LF	\$107.07	\$7,816.11
10'	Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
15'	Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-11 SUBTOTAL				\$	36,275.61
STORM ST-12					
24"	RCP	115.00	LF	\$107.07	\$12,313.05
4'	ID Storm Manhole	2.00	EA	\$4,791.83	\$9,583.66
STORM ST-12 SUBTOTAL				\$	21,896.71
STORM ST-13					
18"	RCP	206.00	LF	\$98.29	\$20,247.74
STORM ST-13 SUBTOTAL				\$	20,247.74
STORM SEWER SUBTOTAL				\$	2,026,223.46
CONCRETE					
18"	Curb and Gutter	8,265.00	LF	\$18.65	\$154,142.25
30"	Curb and Gutter	23,165.00	LF	\$27.57	\$638,659.05
5'	Sidewalk	12,571.00	LF	\$32.40	\$407,300.40
10'	Sidewalk	17,467.00	LF	\$56.07	\$979,374.69
	Colored Concrete	53,901.00	SF	\$9.50	\$512,059.50
3'	Concrete Pan	10,816.00	LF	\$21.32	\$230,597.12
	Truncated Domes	52.00	EA	\$1,929.29	\$100,323.08
CONCRETE SUBTOTAL				\$	3,022,456.09
SIGNING & STRIPING					
	Signing & Striping	1.00	LS	\$35,000.00	\$35,000.00
SIGNAGE & STRIPING SUBTOTAL				\$	35,000.00
STRUCTURAL					



Public Improvement Opinion of Cost -
Encore Filing 1

PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
	Clear Span Bridges	4.00	EA	\$1,000,000.00	\$4,000,000.00
STRUCTURAL SUBTOTAL				\$	4,000,000.00
ASPHALT PLACEMENT					
	Major Arterial Road Base - 12" Road Base	24,687.14	SY	\$15.90	\$392,525.46
	Major Arterial Asphalt Paving - 6.5" Asphalt	24,687.14	SY	\$40.41	\$997,607.15
	Minor Arterial Road Base - 10" Road Base	10,261.15	SY	\$13.25	\$135,960.19
	Minor Arterial Asphalt Paving - 6" Asphalt	10,261.15	SY	\$36.50	\$374,531.85
	Collector Road Base - 8" Road Base	36,596.22	SY	\$10.70	\$391,579.51
	Collector Asphalt Paving - 6" Asphalt	36,596.22	SY	\$36.50	\$1,335,761.87
ASPHALT PLACEMENT SUBTOTAL				\$	3,627,966.02
Total Opinion of Cost					\$ 15,889,173.82

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____ ADDRESS OF ISSUING BANK

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Encore Johnstown, dated _____, 2024, between the Town of Johnstown and Encore HoldCo, LLC, a Colorado limited liability company.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

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

Signed this _____ day of _____, 20 _____. Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal. My commission expires:

Notary Public

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-26

APPROVING THE PRELIMINARY/FINAL PLAT FOR ENCORE FILING NO. 1, A SUBDIVISION SITUATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 188.839 ACRES

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

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

WHEREAS, Encore HoldCo, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat for Encore Filing No. 1, a subdivision situated in the South Half of Section 12, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 188.839 acres; and

WHEREAS, on May 24, 2023, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat; and

WHEREAS, on June 19, 2023, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat is consistent with the Town’s Comprehensive Plan and the approved Outline Development Plan and meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat for Encore Filing No. 1, subject to the approval of a Council-approved Development Agreement.

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

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for Encore Filing No. 1, a subdivision situated in the South Half of Section 12, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 188.839 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Plat and upon approval and execution of a Council-approved Development Agreement, record the Plat and Development Agreement at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 20 day of June, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

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

ENCORE FILING 1

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION & ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF JOHNSTOWN, OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SUCH LAND TO BE SURVEYED AND SUBDIVIDED INTO LOTS, OUTLOTS, TRACTS, AND STREETS AND TO THE EXTENT APPLICABLE DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN FOREVER ALL STREETS AND EASEMENTS, IF ANY, AS INDICATED HEREON UNDER THE NAME OF ENCORE FILING 1, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT. IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

OWNER: ENCORE HOLDCO, LLC

A COLORADO LIMITED LIABILITY COMPANY
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS
THE ____ DAY OF _____, 20__.

BY: _____ AUTHORIZED SIGNOR
NAME JENNIFER SCHRADER

NOTARIAL CERTIFICATE

STATE OF ARIZONA)
COUNTY OF MARICOPA)^{SS}
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
THIS ____ DAY OF _____, 20__.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

LENDER: CAPITAL FUND REIT, LLC

AN ARIZONA LIMITED LIABILITY COMPANY
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS
THE ____ DAY OF _____, 20__.

BY: _____ PRESIDENT
NAME NOAH BROCIUS

NOTARIAL CERTIFICATE

STATE OF ARIZONA)
COUNTY OF MARICOPA)^{SS}
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
THIS ____ DAY OF _____, 20__.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS ENCORE FILING 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE DAY OF _____, 20__.

BY: _____ ATTEST: _____
MAYOR - TROY D. MELLON TOWN CLERK - HANNAH HILL

CERTIFICATION OF TITLE:

I/ WE HERITAGE TITLE COMPANY DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

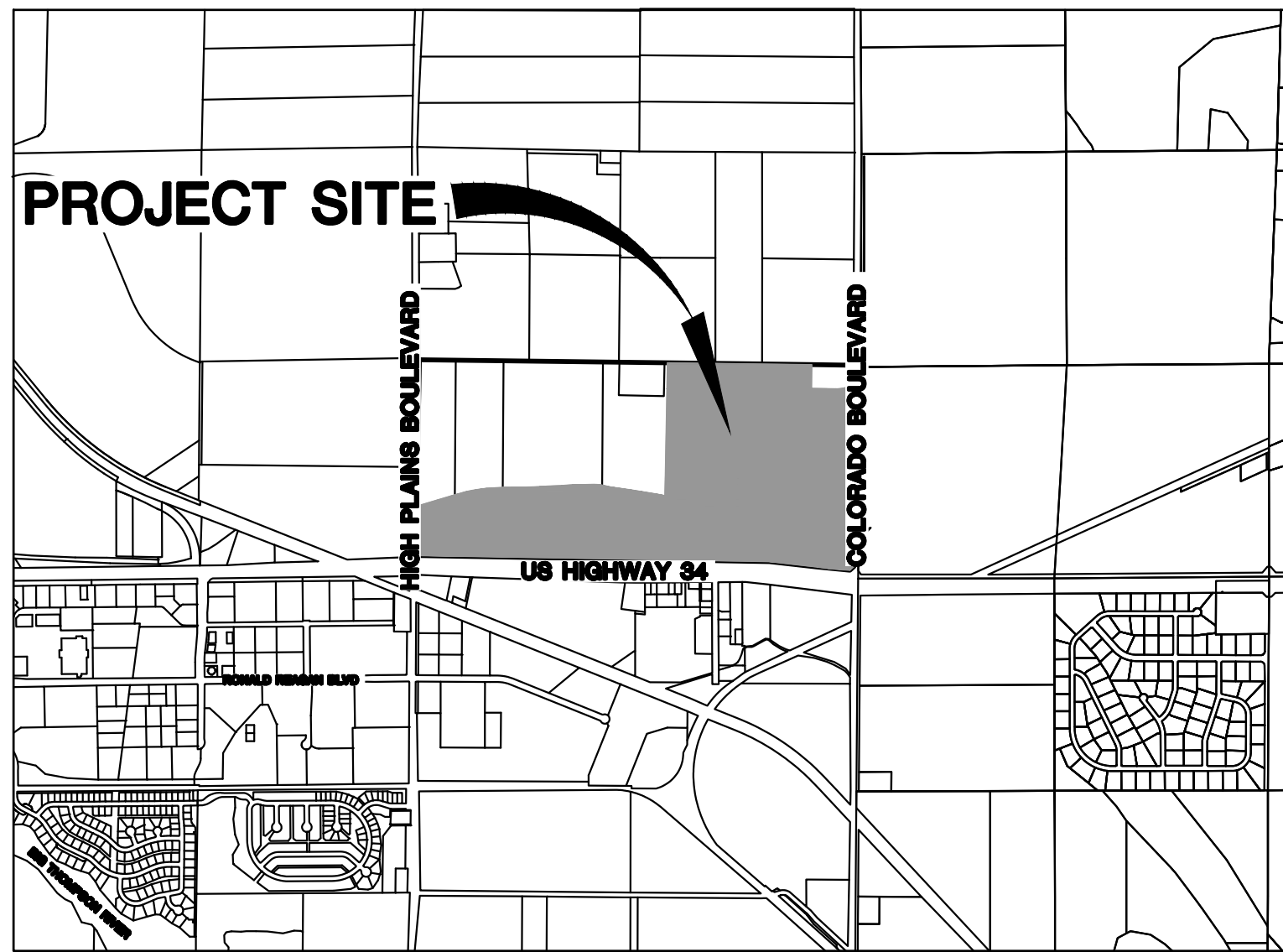
- 1. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN, NOT YET DUE AND PAYABLE

ENCORE HOLDCO, LLC, A COLORADO LIMITED LIABILITY COMPANY
AMOUNT: \$2,000,000.00
PUBLIC TRUSTEE OF LARIMER COUNTY
RECORDED JUNE 29, 2021
RECEPTION NO. 20210062731

COMPANY NAME _____
SIGNATURE _____ DATE _____
NAME OF AUTHORIZED OFFICIAL _____

NOTES:

- 1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)
- 2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESS OR IMPLIED.
- 3. FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. HS0813638 AMENDMENT 1 PREPARED BY HERITAGE TITLE COMPANY EFFECTIVE APRIL 27, 2023 AT 8:00 AM. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
- 4. PER THE FEMA FLOOD INSURANCE RATE MAPS (FRM), MAP NO. 08069C1215F, HAVING A MAP REVISED DATE OF DECEMBER 19, 2006, INDICATE THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY, THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- 5. PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- 6. MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- 7. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- 8. OUTLOTS A-J ARE HEREBY DEDICATED AS BLANKET UTILITY, ACCESS AND DRAINAGE EASEMENTS. ALL LOCATIONS OF FUTURE UTILITY INFRASTRUCTURE MUST BE APPROVED BY OWNER PRIOR TO INSTALLATION.
- 9. WHERE MINIMUM COVER PROVIDES LESS THAN NINE FEET (9') OF ELEVATION DIFFERENCE BETWEEN THE FINISHED LOT GRADE AT BUILDING LINE AND THE TOP OF THE SEWER MAIN, THE PLANS AND THE PLAT SHALL INDICATE THAT THE LOT IS SERVED BY A "SHALLOW SEWER" AND APPROPRIATE ELEVATION INFORMATION SHALL BE GIVEN.



TOTAL OUTLOTS 10
TOTAL LOTS 2
TOTAL TRACTS 5

ENGINEERING & SURVEYING:

TST, INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE #200
FORT COLLINS, CO 80525
(970) 226-0557

OWNER:

ENCORE HOLDCO, LLC
ROY BADE
8901 E MOUNTAIN VIEW RD., SUITE #150
SCOTTSDALE, AZ 85258
(480) 295-7600

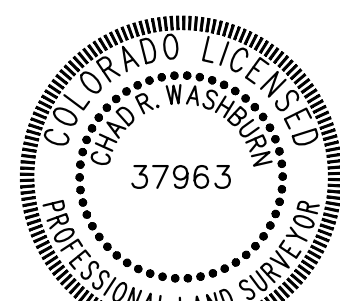
BASIS OF BEARING STATEMENT

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID LINE IS ASSUMED TO BEAR N00°48'14"E AND IS MONUMENTED AS SHOWN HEREON.

SURVEYOR CERTIFICATE:

I, CHAD R. WASHBURN, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE PLAT OF ENCORE FILING 1 WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND THAT THE STATEMENTS CONTAINED HEREON WERE READ BY ME AND THE SAME ARE TRUE TO THE BEST OF MY KNOWLEDGE.

DATED THIS ____ DAY OF _____, 20__.



CHAD R. WASHBURN
PROFESSIONAL LAND SURVEYOR COLORADO LICENSE NO. 37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC

NOTICE OF OTHER DOCUMENTS

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 AFTER THE OF CERTIFICATION.

LEGAL DESCRIPTION

PARCEL 1:
THE SOUTH HALF (S 1/2) OF SECTION TWELVE (12), TOWNSHIP FIVE (5) NORTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

EXCEPTING THEREFROM THOSE PARCELS OF LAND DESCRIBED IN THE DEEDS APRIL 11, 1934 IN BOOK 637 AT PAGE 458 AND RECORDED MARCH 25, 1974 IN BOOK 1593 AT PAGE 944 AND RECORDED MAY 5, 2008 AT RECEPTION NUMBER 20080028419 AND RECORDED NOVEMBER 17, 2008 AT RECEPTION NUMBER 20080071355 AND RECORDED MAY 7, 2012 AT RECEPTION NUMBER 20120029968 AND RECORDED NOVEMBER 26, 2012 AT RECEPTION NUMBER 20120083353 OF THE LARIMER COUNTY RECORDS, COUNTY OF LARIMER, STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NOS. 8512000002 AND 8512300012

PARCEL 2:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, WHICH IS ASSUMED TO BEAR N88°54'02"W.

COMMENCING AT THE EAST QUARTER OF SAID SECTION 12:

THENCE N88°54'02"W, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1 AND THE POINT OF BEGINNING.

THENCE S00°51'45"W, ON SAID WEST RIGHT-OF-WAY, A DISTANCE OF 812.58 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. 20040122912 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING ELEVEN (11) COURSES:

- 1. THENCE N89°08'16"W A DISTANCE OF 269.54 FEET;
- 2. THENCE ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING OF N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
- 3. THENCE N74°51'50"W A DISTANCE OF 414.52 FEET;
- 4. THENCE ON A CURVE TO THE LEFT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING ON N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
- 5. THENCE N89°08'16"W A DISTANCE OF 251.90 FEET;
- 6. THENCE S00°51'44"W A DISTANCE OF 1,195.51 FEET;
- 7. THENCE N77°48'41"W A DISTANCE OF 92.22 FEET;
- 8. THENCE N77°14'18"W A DISTANCE OF 256.48 FEET;
- 9. THENCE N76°47'46"W A DISTANCE OF 250.12 FEET;
- 10. THENCE N76°39'32"W A DISTANCE OF 207.76 FEET;
- 11. THENCE N79°36'13"W A DISTANCE OF 119.72 FEET;

THENCE N01°05'58"E A DISTANCE OF 1,660.09 FEET, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 1,792.05 FEET; TO THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AS "GAS OPERATIONS AREA 1" IN RECEPTION NUMBER 20080028416 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE.;

THENCE S00°51'44"W, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 294.00 FEET;

THENCE SOUTH 88°54'02" EAST A DISTANCE OF 297.99 FEET;

THENCE ON A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 213.89 FEET, A RADIUS OF 484.00 FEET, A CHORD BEARING OF NORTH78°26'21"EAST AND A CHORD OF 212.15 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 15.68 FEET, A RADIUS OF 44.00 FEET, A CHORD BEARING OF NORTH55°34'13"EAST AND A CHORD OF 15.60 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 21.77 FEET, A RADIUS OF 84.00 FEET, A CHORD BEARING OF NORTH37°56'16"EAST AND A CHORD OF 21.71 FEET;

THENCE NORTH00°51'45" A DISTANCE OF 221.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

DESCRIPTION	SIZE (AC.)	PERCENTAGE (%) TOTAL	O & M RESPONSIBILITY
LOTS 1 - 1 BLOCK 1	44.10	23.36%	OWNER
LOTS 1 - 1 BLOCK 2	3.26	1.72%	OWNER
TRACT A - FUTURE DEVELOPMENT	14.88	7.88%	OWNER
TRACT B - FUTURE DEVELOPMENT	12.09	6.40%	OWNER
TRACT C - FUTURE DEVELOPMENT	22.22	11.77%	OWNER
TRACT D - FUTURE DEVELOPMENT	29.28	15.51%	OWNER
TRACT E - FUTURE DEVELOPMENT	6.65	3.52%	OWNER
OUTLOT A - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.57	0.83%	METRO DISTRICT
OUTLOT B - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.66	2.47%	METRO DISTRICT
OUTLOT C - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.95	1.03%	METRO DISTRICT
OUTLOT D - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	5.36	2.84%	METRO DISTRICT
OUTLOT E - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.43	2.35%	METRO DISTRICT
OUTLOT F - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	2.41	1.28%	METRO DISTRICT
OUTLOT G - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.84	2.57%	METRO DISTRICT
OUTLOT H - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	3.48	1.84%	METRO DISTRICT
OUTLOT I - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.34	2.30%	METRO DISTRICT
OUTLOT J - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.91	1.01%	METRO DISTRICT
RIGHT-OF-WAY	21.37	11.32%	TOWN OF JOHNSTOWN
TOTAL	188.84	100.00%	

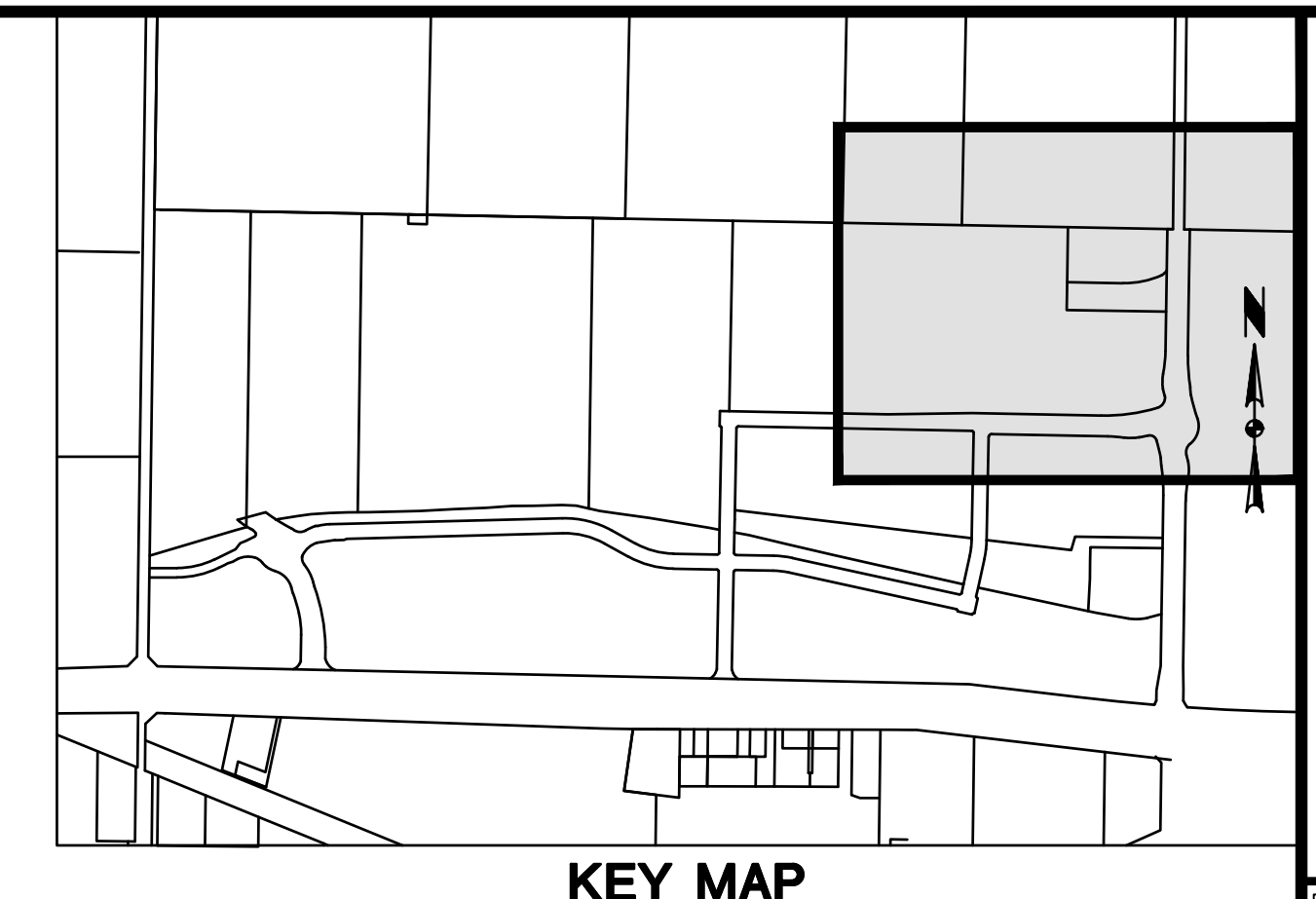
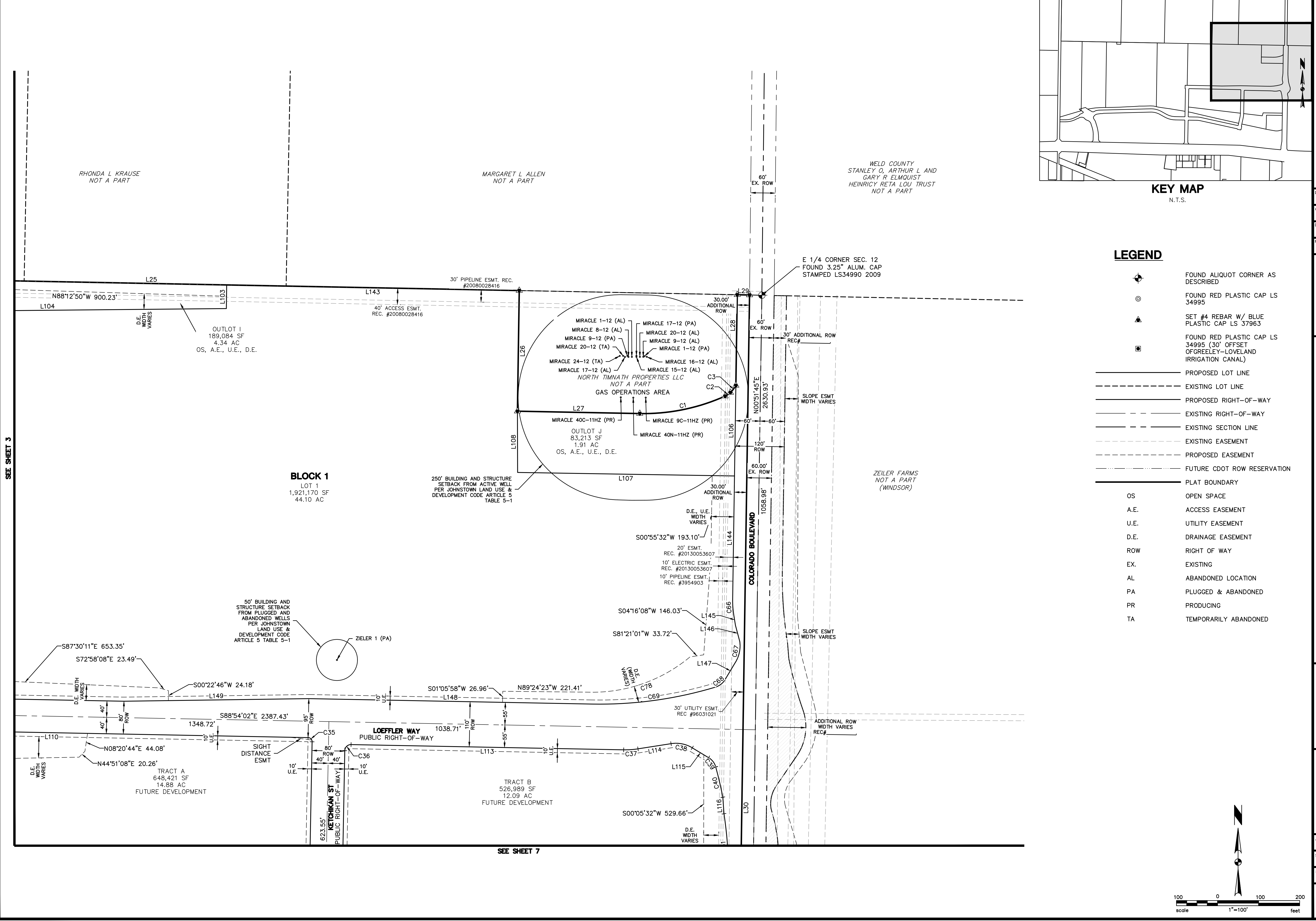
REVISIONS	DESCRIPTION

DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plot Cover

ENCORE FILING 1
PLAT COVER



JOB NO. 1245.0008.00
SCALE N.T.S.
DATE JANUARY 2024
SHEET 1 of 8



REVISIONS

DATE	BY	DESCRIPTION
	JSL <td></td>	
	JFS <td></td>	
	JSL <td></td>	

FILENAME
0001_Plat Final

LEGEND

	FOUND ALIQUOT CORNER AS DESCRIBED
	FOUND RED PLASTIC CAP LS 34995
	SET #4 REBAR W/ BLUE PLASTIC CAP LS 37963
	FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
	PROPOSED LOT LINE
	EXISTING LOT LINE
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	EXISTING SECTION LINE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	FUTURE CDOT ROW RESERVATION
	PLAT BOUNDARY
OS	OPEN SPACE
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
ROW	RIGHT OF WAY
EX.	EXISTING
AL	ABANDONED LOCATION
PA	PLUGGED & ABANDONED
PR	PRODUCING
TA	TEMPORARILY ABANDONED

ENCORE FILING 1

PLAT

TST
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1245.0008.00

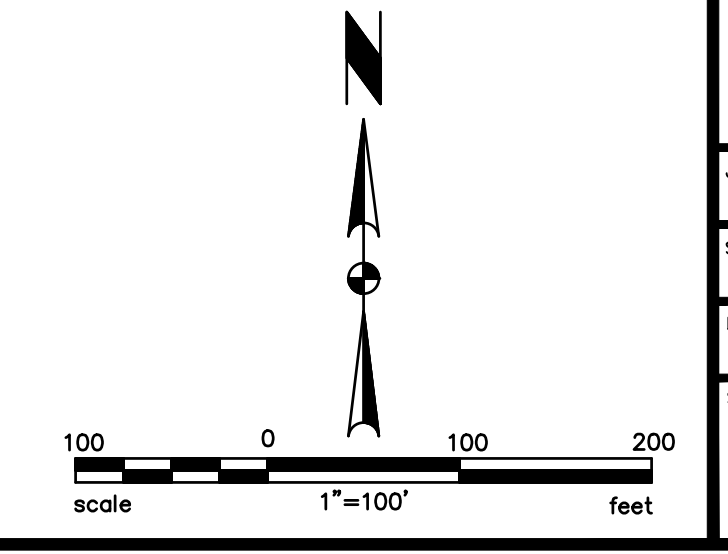
SCALE 1" = 100'

DATE JANUARY 2024

SHEET **4 of 8**

SEE SHEET 3

SEE SHEET 7



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	289.84	N73°24'05"E
L2	193.92	N73°25'09"E
L3	159.82	N74°41'37"E
L4	73.70	N77°35'57"E
L5	106.43	N81°10'10"E
L6	67.60	N82°18'45"E
L7	101.34	N86°07'00"E
L8	95.13	N87°49'15"E
L9	112.53	N89°33'51"E
L10	143.08	N88°43'57"E
L11	134.28	N88°39'06"E
L12	76.61	N86°57'18"E
L13	106.99	N86°51'02"E
L14	167.58	N87°40'54"E
L15	138.01	N85°40'41"E
L16	116.17	N89°30'23"E
L17	152.60	N88°38'30"E
L18	75.86	S87°33'11"E
L19	129.03	S77°14'42"E
L20	81.52	S82°02'01"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L21	188.05	S81°58'34"E
L22	321.49	S80°36'13"E
L23	97.64	S79°36'13"E
L24	1660.09	N1°05'58"E
L25	1792.05	S88°54'02"E
L26	294.00	S0°51'44"W
L27	297.99	S88°54'02"E
L28	221.07	N0°51'45"E
L29	30.00	S88°54'02"E
L30	2498.76	S0°51'45"W
L31	68.30	S47°45'00"W
L32	597.20	N83°16'09"W
L33	4342.30	N88°43'39"W
L34	71.14	N44°04'45"W
L35	540.13	N0°48'14"E
L36	79.96	N74°41'37"E
L37	58.34	N46°59'05"E
L38	39.64	N35°39'48"E
L39	256.72	N90°00'00"E
L40	66.81	N0°48'14"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L41	14.43	S77°35'57"W
L42	57.10	N79°36'13"W
L43	123.38	N1°05'58"E
L44	234.04	S88°54'02"E
L45	144.70	S60°52'38"E
L46	1243.55	N88°31'02"E
L47	7.79	N60°29'08"E
L48	65.38	S82°00'09"E
L49	79.19	S79°36'13"E
L50	207.76	S76°39'32"E
L51	250.12	S76°47'46"E
L52	256.48	S77°14'18"E
L53	92.22	S77°48'41"E
L54	370.19	S77°11'47"E
L55	47.54	S12°20'25"W
L56	914.65	N77°39'35"W
L57	201.39	N88°54'02"W
L58	110.28	N1°05'58"E
L59	119.67	N1°05'58"E
L60	1274.99	N83°13'06"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L61	9.31	S1°05'58"W
L62	156.29	S12°20'25"W
L63	1.35	N1°05'58"E
L64	455.63	N83°13'06"W
L65	74.48	S16°05'54"W
L66	468.50	N89°14'18"W
L67	55.00	S0°51'45"W
L68	385.77	N89°14'14"W
L69	169.19	S0°51'45"W
L70	172.68	S2°50'45"W
L71	602.37	S77°58'00"E
L72	156.46	N12°20'25"E
L73	91.36	N81°47'32"W
L74	415.09	N88°53'37"W
L75	29.49	N0°59'34"E
L76	195.00	N88°43'39"W
L77	37.25	S0°59'34"W
L78	45.00	N89°00'26"W
L79	52.88	S0°59'34"W
L80	726.76	N88°43'39"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L81	118.99	N0°48'14"E
L82	31.48	S1°16'21"W
L83	336.66	S89°21'06"W
L84	172.90	S76°47'09"W
L85	379.15	S87°24'34"W
L86	16.68	S3°45'16"E
L87	45.24	S86°14'44"W
L88	40.20	N89°54'43"W
L89	17.59	N0°05'17"E
L90	398.77	N88°13'42"W
L91	126.05	N1°05'58"E
L92	1430.03	N88°43'39"W
L93	49.71	S88°54'02"E
L94	232.29	S76°42'23"E
L95	1100.97	S87°30'16"E
L96	899.76	S83°07'35"E
L97	27.93	S0°21'14"W
L98	1237.27	N88°43'39"W
L99	73.74	N1°05'58"E
L100	120.14	S88°54'02"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L101	1018.98	S1°05'58"W
L102	1079.32	N88°54'02"W
L103	57.56	N0°43'35"E
L104	870.17	N89°27'07"E
L105	835.58	N0°35'37"E
L106	220.55	N0°52'32"E
L107	528.33	N89°03'59"W
L108	149.18	N0°08'28"W
L109	438.00	N1°05'58"E
L110	1248.72	S88°54'02"E
L111	564.24	S1°05'58"W
L112	552.20	N1°05'58"E
L113	664.10	S88°54'02"E
L114	81.55	N81°05'58"E
L115	46.46	S58°54'02"E
L116	40.35	S40°44"E
L117	226.79	S0°51'45"W
L118	450.13	N1°05'58"E
L119	201.39	S88°54'02"E
L120	914.65	S77°39'35"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L121	80.00	S77°39'35"E
L122	80.00	N12°20'25"E
L123	47.37	N12°20'25"E
L124	54.84	S0°51'45"W
L125	18.94	S15°30'26"W
L126	158.40	S71°8'28"W
L127	203.46	S0°21'14"W
L128	574.15	N88°43'39"W
L129	59.04	S0°59'34"W
L130	31.11	S2°35'31"E
L131	40.37	S42°52'50"E
L132	71.73	S74°11'27"W
L133	1163.04	S88°31'02"W
L134	144.70	N60°52'38"W
L135	234.04	N88°54'02"W
L136	396.14	N1°05'58"E
L137	324.17	N90°00'00"E
L138	55.78	N66°21'33"E
L139	85.26	S82°00'09"E
L140	38.93	S22°12'57"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L141	87.46	S0°59'34"W
L142	304.83	N0°48'14"E
L143	712.73	N88°54'02"W
L144	302.03	N0°51'11"E
L145	27.15	N9°08'15"W
L146	40.14	N14°50'53"W
L147	49.47	N30°51'45"E
L148	690.11	S88°54'02"E
L149	450.25	N89°11'25"E
L150	728.58	S88°54'02"E
L151	352.80	S0°51'45"W
L152	78.57	N75°07'25"E
L153	172.16	S79°54'08"E
L154	45.02	S77°58'00"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	484.00'	213.89'	25°19'13"	S78°26'21"W	212.15'
C2	44.00'	15.68'	20°25'04"	S55°34'13"W	15.60'
C3	84.00'	21.77'	14°50'50"	S37°56'16"W	21.71'
C4	11334.20'	408.87'	2°04'01"	S84°18'10"E	408.85'
C5	77.00'	29.54'	21°58'39"	N44°23'21"W	29.35'
C6	37.00'	51.91'	80°23'07"	N6°47'32"E	47.76'
C7	377.00'	69.51'	10°33'53"	N52°16'01"E	69.42'
C8	393.50'	186.03'	27°05'13"	N76°27'24"E	184.30'
C9	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C10	435.00'	212.76'	28°01'25"	S74°53'20"E	210.65'
C11	515.00'	275.10'	30°36'21"	S76°10'48"E	271.84'
C12	181.00'	88.55'	28°01'54"	N74°30'05"E	87.67'
C13	79.00'	43.69'	31°41'12"	N82°09'15"E	43.14'
C14	39.00'	13.45'	19°45'42"	S72°07'18"E	13.38'
C15	977.00'	88.50'	5°11'24"	S59°38'45"E	88.47'
C16	10.00'	15.71'	90°00'00"	S57°20'25"W	14.14'
C17	515.00'	101.04'	11°14'27"	N83°16'49"W	100.88'
C18	10.00'	15.71'	90°00'00"	N43°54'02"W	14.14'
C19	435.00'	85.34'	11°14'27"	S6°43'11"W	85.21'
C20	515.00'	101.04'	11°14'27"	N6°43'11"E	100.88'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	70.00'	109.82'	89°53'11"	N43°57'02"W	98.90'
C22	187.50'	14.64'	4°28'27"	S22°29'43"W	14.64'
C23	57.50'	46.15'	45°59'10"	S47°43'31"W	44.92'
C24	242.93'	53.28'	12°33'56"	S83°04'07"W	53.17'
C25	257.07'	47.66'	10°37'24"	S82°05'51"W	47.60'
C26	191.50'	22.85'	6°50'13"	N21°29'58"E	22.84'
C27	61.56'	40.93'	38°05'44"	N43°47'18"E	40.18'
C28	187.50'	16.28'	4°58'25"	S22°06'55"W	16.27'
C29	57.50'	9.47'	9°26'06"	S29°19'10"W	9.46'
C30	11334.20'	397.79'	2°00'39"	S84°16'29"E	397.77'
C31	61.52'	40.97'	38°09'45"	N41°17'54"W	40.22'
C32	191.50'	21.37'	6°23'33"	N19°23'02"W	21.35'
C33	100.00'	155.09'	88°51'30"	N45°01'22"E	140.01'
C34	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C35	10.00'	15.71'	90°00'00"	S43°54'02"E	14.14'
C36	15.00'	23.56'	90°00'00"	N46°05'58"E	21.21'
C37	200.00'	34.91'	10°00'00"	N86°05'58"E	34.86'
C38	77.00'	53.76'	40°00'00"	S78°54'02"E	52.67'
C39	39.00'	29.41'	43°12'37"	S37°17'44"E	28.72'
C40	976.48'	75.62'	4°26'14"	S13°09'51"E	75.60'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C41	973.00'	160.44'	9°26'52"	S3°51'46"E	160.26'
C42	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C43	435.00'	85.34'	11°14'27"	S83°16'49"E	85.21'
C44	10.00'	15.71'	90°00'00"	S32°39'35"E	14.14'
C45	10.00'	15.71'	90°00'00"	N57°20'25"E	14.14'
C46	10.00'	15.71'	90°00'00"	N32°39'35"W	14.14'
C47	10.00'	15.71'	90°00'00"	N43°54'02"W	14.14'
C48	77.50'	62.60'	46°16'51"	S47°59'22"E	60.91'
C49	187.50'	11.26'	3°26'22"	S23°07'46"E	11.25'
C50	187.50'	10.27'	3°08'14"	S19°50'29"E	10.26'
C51	1015.00'	309.98'	17°29'52"	S11°20'27"E	308.77'
C52	227.00'	49.26'	12°25'59"	S26°18'22"E	49.16'
C53	77.00'	66.16'	49°13'44"	S14°47'56"E	64.14'
C54	39.00'	21.02'	30°52'29"	S26°23'35"W	20.76'
C55	277.00'	108.51'	22°26'40"	S53°03'09"W	107.82'
C56	279.00'	69.76'	14°19'35"	S81°21'14"W	69.58'
C57	435.00'	232.36'	30°36'21"	N76°10'48"W	229.61'
C58	515.00'	251.89'	28°01'25"	N74°53'20"W	249.38'
C59	332.00'	136.99'	23°38'27"	N78°10'47"E	136.02'
C60	77.00'	45.66'	33°58'39"	N81°00'32"E	45.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C61	39.00'	9.75'	14°19'24"	S74°50'27"E	9.72'
C62	227.00'	137.28'	34°39'04"	S50°21'13"E	135.20'
C63	223.00'	14.38'	3°41'39"	S21°18'28"E	14.38'
C64	895.00'	103.64'	6°38'05"	S16°08'36"E	103.58'
C65	479.00'	115.53'	13°49'07"	S5°55'00"E	115.25'
C66	202.00'	35.26'	10°00'09"	N4°08'11"W	35.22'
C67	77.00'	52.79'	39°17'02"	N11°13'14"E	51.77'
C68	42.00'	31.09'	42°24'35"	N52°04'02"E	30.38'
C69	977.00'	303.99'	17°49'38"	N82°11'09"E	302.76'
C70	284.24'	102.70'	20°42'05"	N88°14'26"E	102.14'
C71	400.00'	181.37'	25°58'48"	N77°00'36"E	179.82'
C72	300.00'	59.10'	11°17'12"	N69°39'48"E	59.00'
C73	475.00'	170.11'	20°31'11"	N78°15'26"E	169.21'
C74	475.00'	253.73'	30°36'21"	S76°10'48"E	250.73'
C75	475.00'	232.32'	28°01'25"	S74°53'20"E	230.01'
C76	955.00'	834.05'	5°00'21"	N24°01'36"W	807.79'
C76	475.00'	93.19'	11°14'27"	S83°16'49"E	93.04'
C77	475.00'	93.19'	11°14'27"	N6°43'11"E	93.04'
C78	370.10'	254.98'	39°28'25"	S69°51	

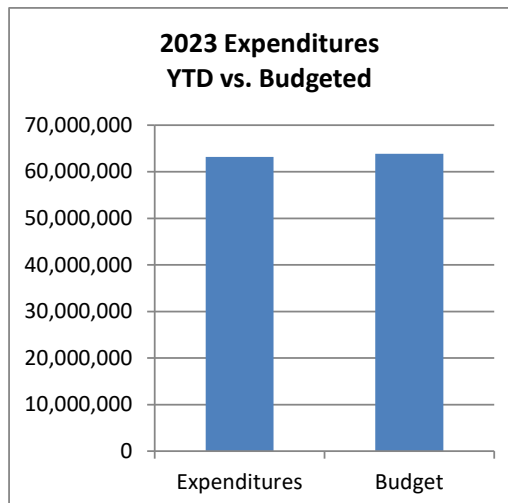
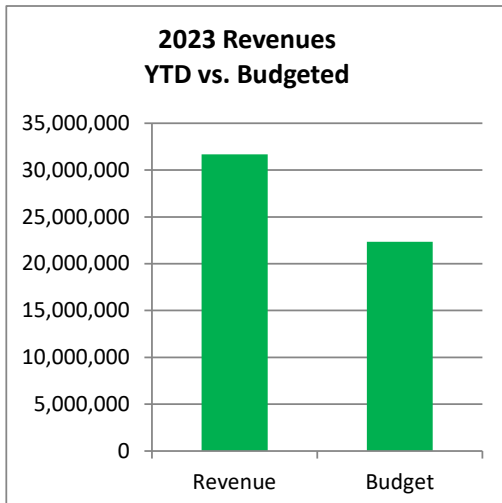
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending December 31, 2023
Unaudited

Item #8.

General Fund	2023 Actuals December	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	89,263,737	89,263,737	
Revenues:			
Taxes & Fees	23,796,478	19,417,534	122.6%
Licenses & Permits	3,895,530	1,963,700	198.4%
Fines & Forfeitures	280,774	175,500	160.0%
Intergovernmental	203,505	25,000	814.0%
Earnings on Investment	2,454,831	15,000	16365.5%
Miscellaneous Revenue	1,044,079	757,500	137.8%
<i>Transfers In</i>	-	-	
Total Operating Revenues	31,675,196	22,354,234	141.7%
Expenditures:			
Legislative	1,218,287	831,440	146.5%
Town Manager	1,401,774	1,442,430	97.2%
Town Clerk	433,484	441,910	98.1%
Finance	397,655	450,870	88.2%
Planning	391,384	566,310	69.1%
Reimbursements	793,722	700,000	113.4%
Inspections	411,237	413,820	99.4%
Police	5,298,226	6,006,610	88.2%
Public Works	751,996	761,350	98.8%
Buildings	326,983	288,100	113.5%
<i>Transfers Out</i>	51,733,504	51,945,508	99.6%
Total Expenditures	63,158,251	63,848,348	98.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(31,483,055)	(41,494,114)	
Prior Period Adjustment			
Ending Fund Balance*	57,780,682	47,769,623	

* - Unaudited

100% of the fiscal year has elapsed



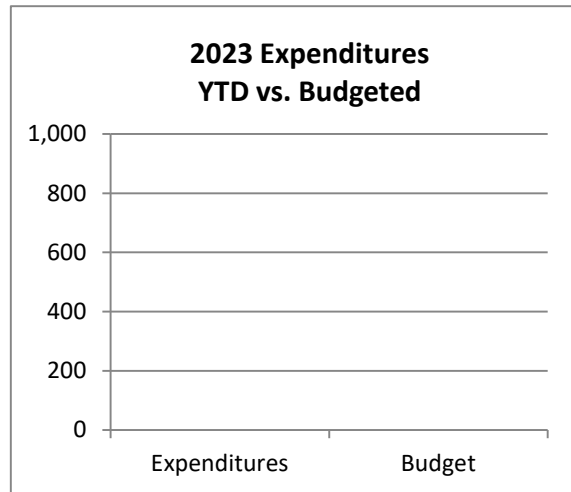
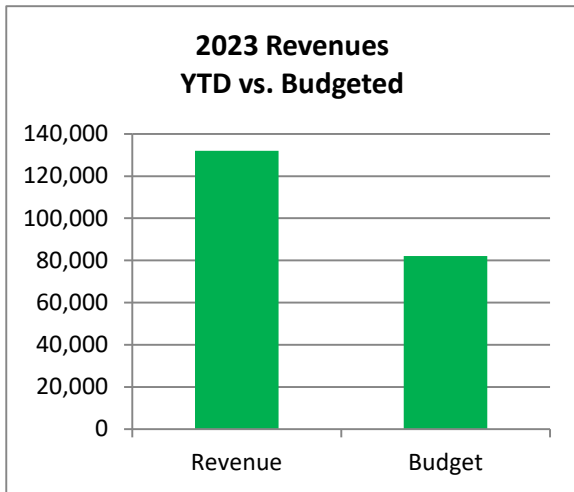
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending December 31, 2023
Unaudited

Item #8.

	2023 Actuals December	2023 Adopted Budget	%
Conservation Trust Fund			Complete
Beginning Fund Balance	132,112	132,112	
Revenues:			
Intergovernmental	126,739	82,000	154.6%
Earnings on Investment	5,218	50	10436.3%
Total Operating Revenues	131,957	82,050	160.8%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	131,957	82,050	
Ending Fund Balance*	264,069	214,162	

* - Unaudited

100% of the fiscal year has elapsed



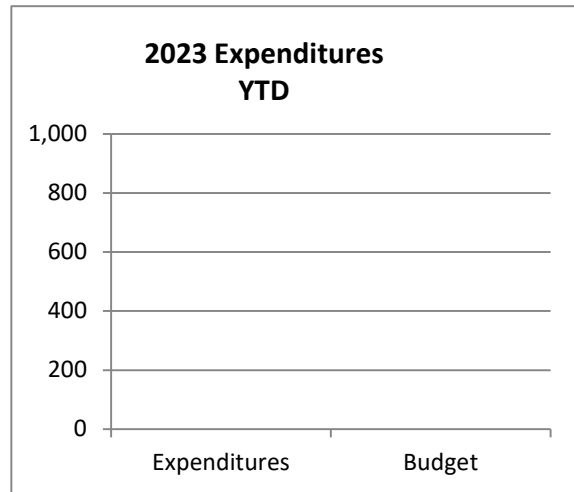
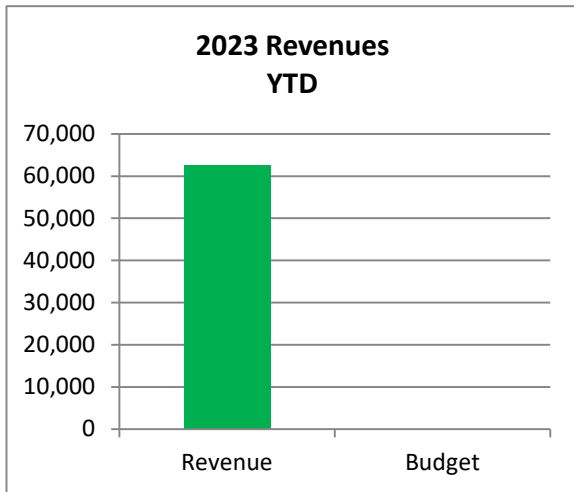
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending December 31, 2023
Unaudited

Item #8.

Arts & Culture Fund	2023 Actuals December	2023 Adopted Budget	%
			Complete
Beginning Fund Balance			
Revenues:			
Intergovernmental	62,558		
Earnings on Investment	-		
Total Operating Revenues	62,558	-	
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	62,558	-	
Ending Fund Balance*	62,558	0	

* - Unaudited

100% of the fiscal year has elapsed



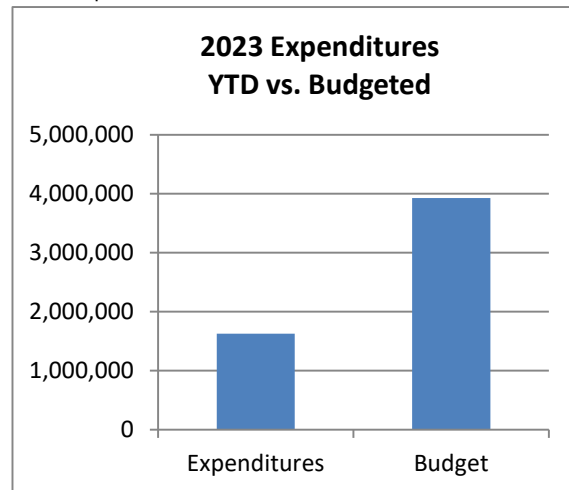
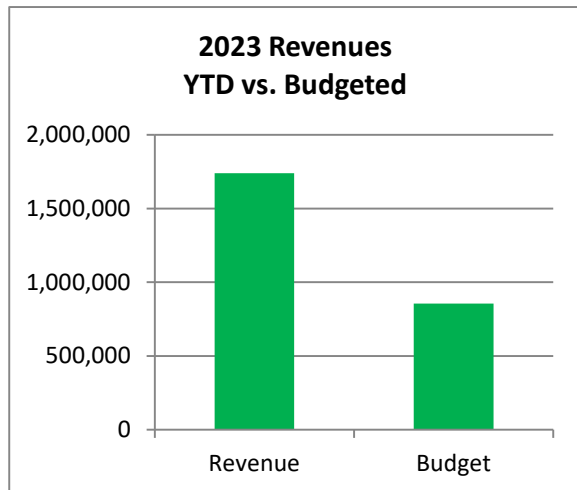
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending December 31, 2023
Unaudited

Item #8.

Parks and Open Space Fund	2023 Actuals December	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	7,992,579	7,992,579	
Revenues:			
Taxes & Fees	1,467,474	786,030	186.7%
License & Permit	745	500	149.0%
Earnings on Investment	151,801	2,000	7590.0%
Miscellaneous Revenue	70,546	17,000	415.0%
<i>Transfers In</i>	50,000	50,000	100.0%
Total Operating Revenues	1,740,565	855,530	203.4%
Expenditures:			
Operations	787,836	2,905,000	27.1%
Capital Outlay	840,519	1,024,940	82.0%
<i>Transfers Out</i>	-	-	
Total Expenditures	1,628,355	3,929,940	41.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	112,210	(3,074,410)	
Ending Fund Balance*	8,104,788	4,918,169	

* - Unaudited

100% of the fiscal year has elapsed



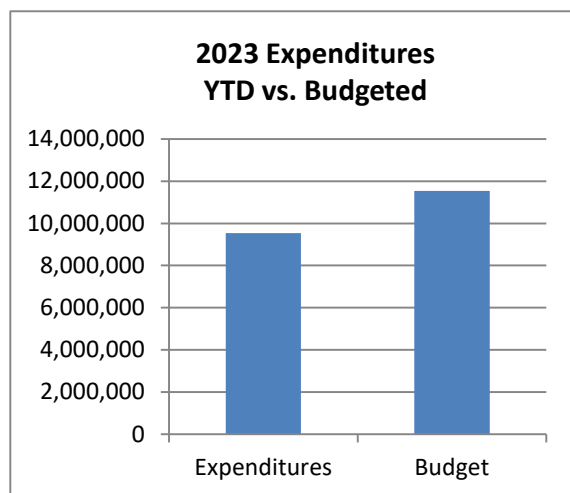
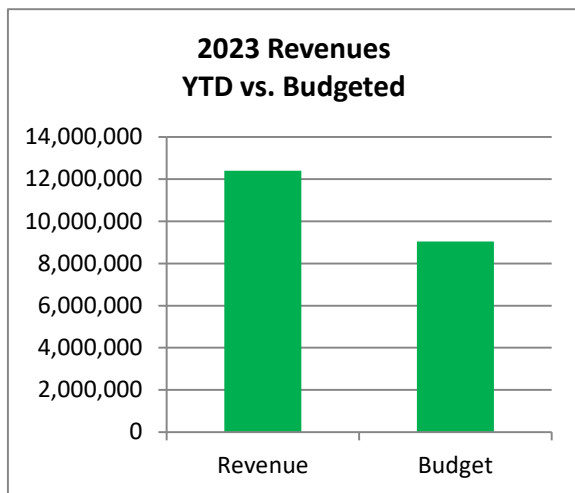
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending December 31, 2023
Unaudited

Item #8.

	2023 Actuals December	2023 Adopted Budget	%
Street and Alley Fund			Complete
Beginning Fund Balance	17,863,626	17,863,626	
Revenues:			
Taxes & Fees	5,756,906	4,171,405	138.0%
Intergovernmental	988,409	1,290,000	76.6%
Charges for Services	1,018,947	945,000	107.8%
Capital Investment Fees	2,804,413	1,174,000	238.9%
Earnings on Investment	373,593	10,200	3662.7%
Miscellaneous Revenues	5,675	-	
Transfers In	1,450,000	1,450,000	100.0%
Total Operating Revenues	12,397,943	9,040,605	137.1%
Expenditures:			
Operations & Maintenance	3,640,603	3,698,790	98.4%
Capital	5,893,180	7,848,000	75.1%
Total Expenditures	9,533,783	11,546,790	82.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,864,160	(2,506,185)	
Ending Fund Balance*	20,727,786	15,357,441	

* - Unaudited

100% of the fiscal year has elapsed



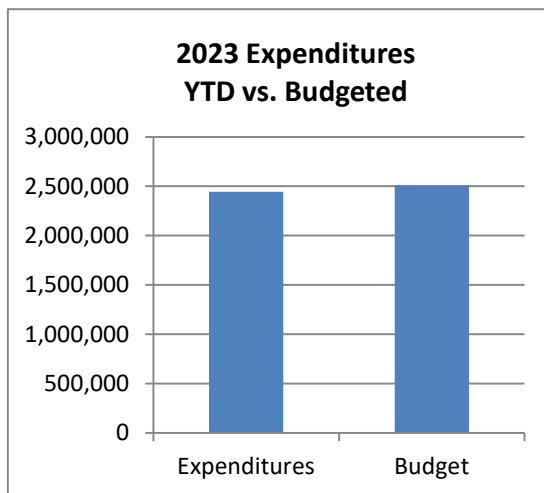
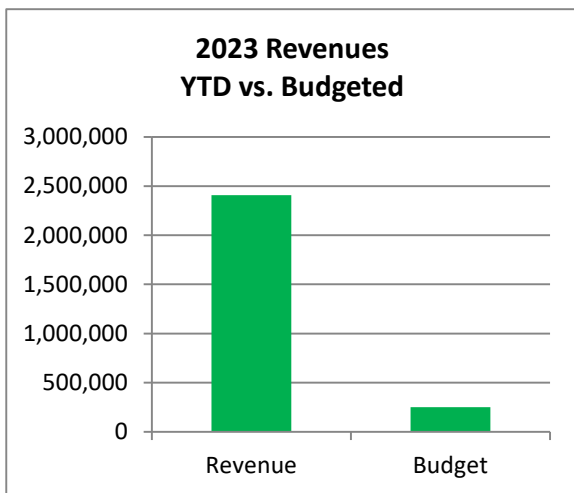
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending December 31, 2023
Unaudited

Item #8.

	2023 Actuals December	2023 Adopted Budget	%
Capital Projects Fund			Complete
Beginning Fund Balance	10,868,807	10,868,807	
Revenues:			
Taxes and Fees	1,845,807	300,000	615.3%
Miscellaneous Revenue	-	-	
Interest	561,329	2,200	25515.0%
<i>Transfers In</i>	-	(50,000)	0.0%
	2,407,136	252,200	
Total Operating Revenues	2,407,136	252,200	954.5%
Expenditures:			
Capital Outlay	2,445,170	2,511,500	97.4%
<i>Transfers Out</i>	-	-	
	2,445,170	2,511,500	
Total Expenditures	2,445,170	2,511,500	97.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(38,034)	(2,259,300)	
Ending Fund Balance*	10,830,773	8,609,507	

* - Unaudited

100% of the fiscal year has elapsed



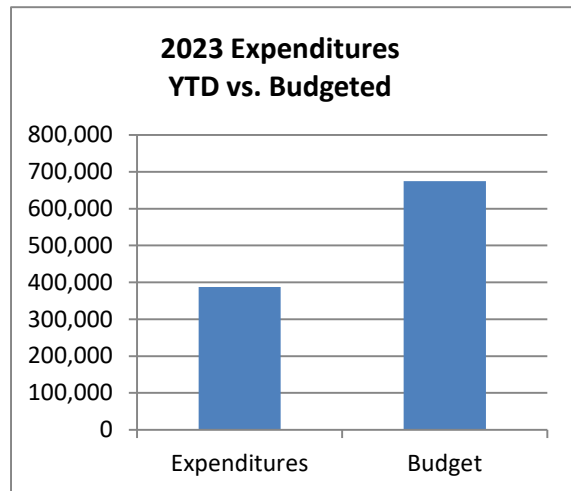
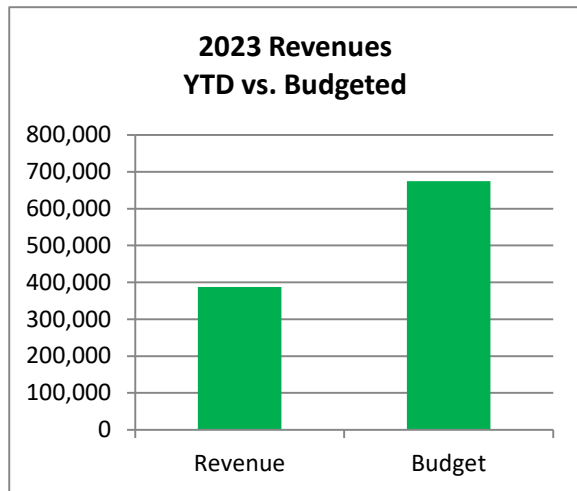
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending December 31, 2023
Unaudited

Item #8.

Tax Allocation Fund	2023 Actuals December	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	387,291	675,000	57.4%
Earnings on Investment	-	-	
Total Operating Revenues	387,291	675,000	57.4%
<u>Expenditures:</u>			
Miscellaneous	387,291	675,000	57.4%
Total Expenditures	387,291	675,000	57.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
 Ending Fund Balance*	 41,435	 41,435	

* - Unaudited

100% of the fiscal year has elapsed



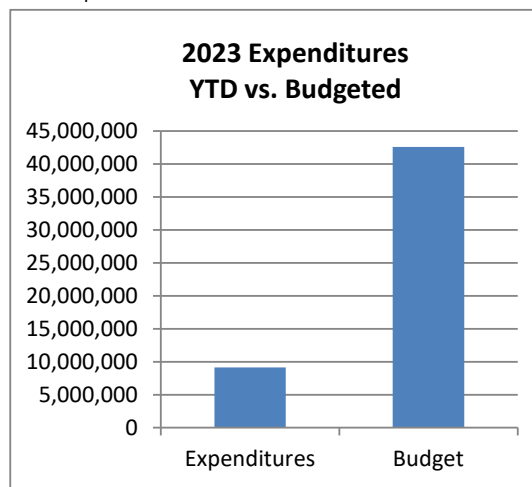
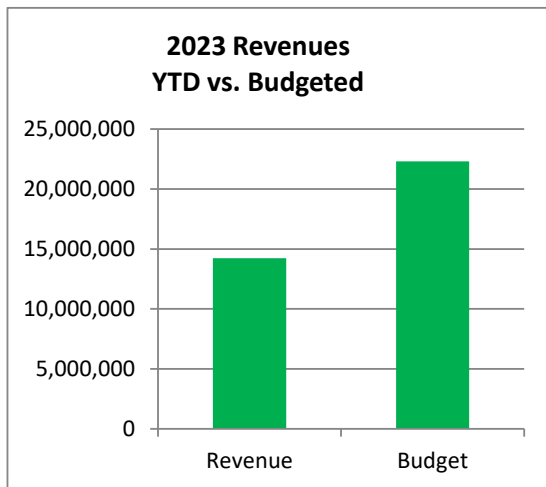
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending December 31, 2023
Unaudited

Item #8.

Water Fund	2023 Actuals December	2023 Adopted Budget	%
			Complete
Beginning Cash Balance	18,030,853	18,030,853	
<u>Revenues:</u>			
Charges for Services	4,868,460	4,555,000	106.9%
Total Operating Revenues	4,868,460	4,555,000	106.9%
<u>Expenses:</u>			
Administration	242,394	235,300	103.0%
Operations	3,761,239	4,365,350	86.2%
Capital Outlay	3,985,544	36,417,280	10.9%
Depreciation	544,152	970,000	56.1%
Transfers Out	600,000	600,000	100.0%
Total Operating Expenses	9,133,330	42,587,930	21.4%
Operating Income (Loss)	(4,264,869)	(38,032,930)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	3,235,764	1,357,605	238.3%
Capital Investment Fees	2,779,259	1,147,945	242.1%
Misc. Revenues	2,554,769	15,226,500	16.8%
Interest Expense	797,729	20,000	3988.6%
Total Non-Operating Revenues (Expenses)	9,367,521	17,752,050	52.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	5,102,652	(20,280,880)	
Ending Cash Balance*	23,133,505	\$ (2,250,027)	

* - Unaudited

100% of the fiscal year has elapsed



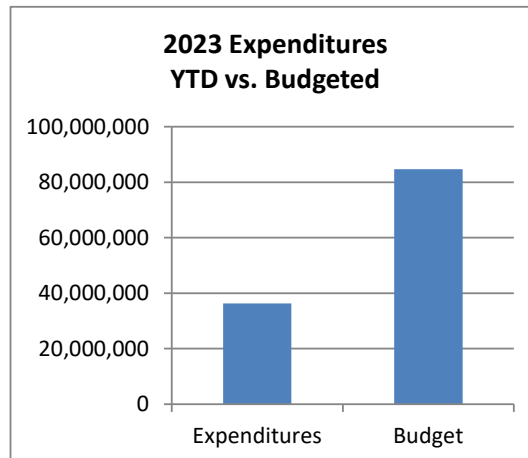
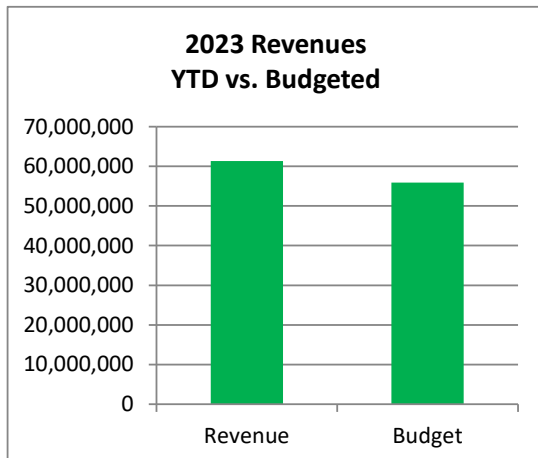
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending December 31, 2023
Unaudited

Item #8.

Sewer Fund	2023 Actuals December	2023 Adopted Budget	%
			Complete
Beginning Cash Balance	42,699,361	42,699,361	
Revenues:			
Charges for Services	3,385,665	3,181,500	106.4%
Total Operating Revenues	3,385,665	3,181,500	106.4%
Expenses:			
Administration	225,694	227,750	99.1%
Operations	2,057,983	2,111,211	97.5%
Capital Outlay	30,687,995	78,381,000	39.2%
Depreciation	524,760	1,200,000	43.7%
Debt Service	2,763,150	2,764,000	100.0%
	-	-	
Total Operating Expenses	36,259,583	84,683,961	42.8%
Operating Income (Loss)	(32,873,918)	(81,502,461)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	5,319,644	3,218,560	165.3%
Misc. Revenues	47,697	18,900	252.4%
Interest Expense	3,161,969	100,000	3162.0%
Transfers In/(Out)	49,400,000	49,400,000	
Total Non-Operating Revenues (Expenses)	57,929,310	52,737,460	109.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	25,055,392	(28,765,001)	
Ending Cash Balance*	67,754,753	13,934,360	

* - Unaudited

100% of the fiscal year has elapsed



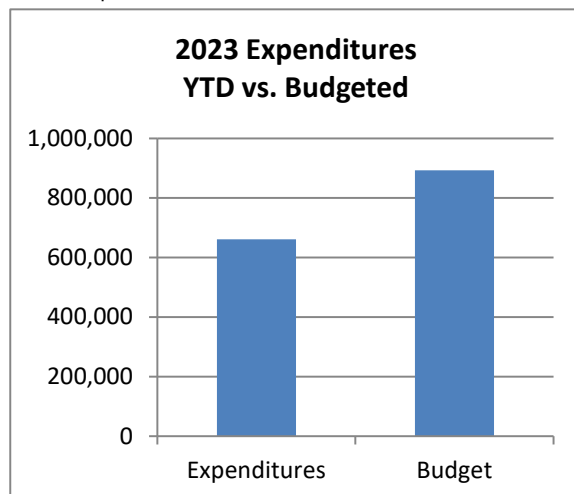
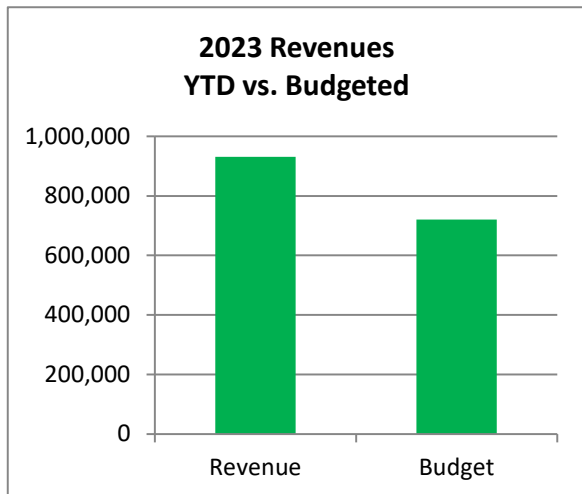
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending December 31, 2023
Unaudited

Item #8.

Drainage Fund	2023 Actuals December	2023 Adopted Budget	%
			Complete
Beginning Cash Balance	3,977,376	3,977,376	
<u>Revenues:</u>			
Charges for Services	531,028	500,000	106.2%
Total Operating Revenues	531,028	500,000	106.2%
<u>Expenses:</u>			
Administration	133,550	150,400	88.8%
Operations	277,688	493,025	56.3%
Capital Improvements	-	-	
Transfer Out	250,000	250,000	100.0%
Total Operating Expenses	661,238	893,425	74.0%
Operating Income (Loss)	(130,210)	(393,425)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	293,865	220,000	133.6%
Misc. Revenues	-	-	
Interest Expense	106,694	1,000	10669.4%
Total Non-Operating Revenues (Expenses)	400,559	221,000	181.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	270,349	(172,425)	
Ending Cash Balance*	4,247,725	3,804,951	

* - Unaudited

100% of the fiscal year has elapsed



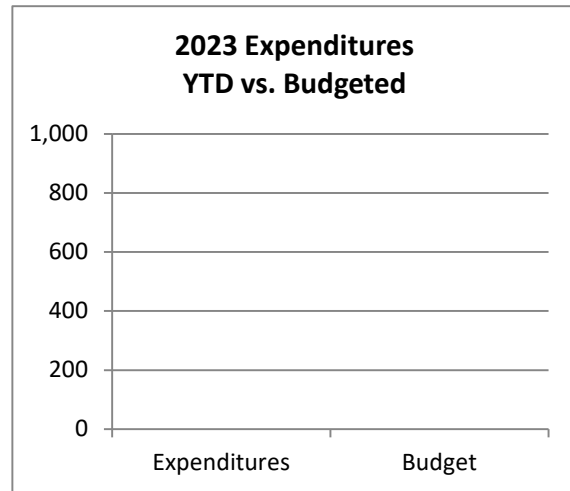
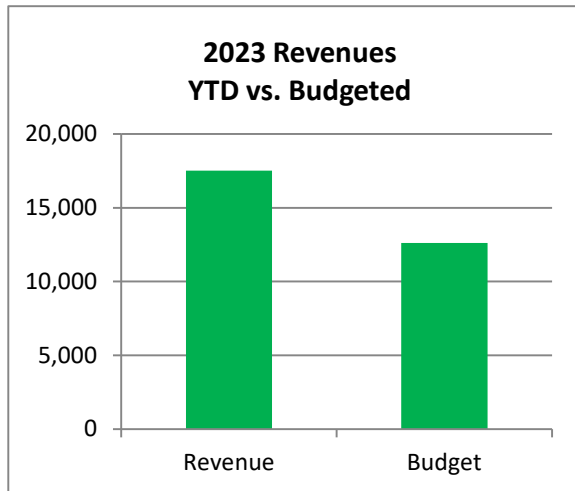
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending December 31, 2023
Unaudited

Item #8.

	2023 Actuals December	2023 Adopted Budget	%
Cemetery Perpetual Fund			Complete
Beginning Fund Balance	168,889	168,889	
Revenues:			
Miscellaneous Revenue	11,273	12,560	89.7%
Earnings on Investment	6,250	60	10416.2%
Total Operating Revenues	17,522	12,620	138.8%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	17,522	12,620	
Ending Fund Balance*	186,411	181,509	

* - Unaudited

100% of the fiscal year has elapsed



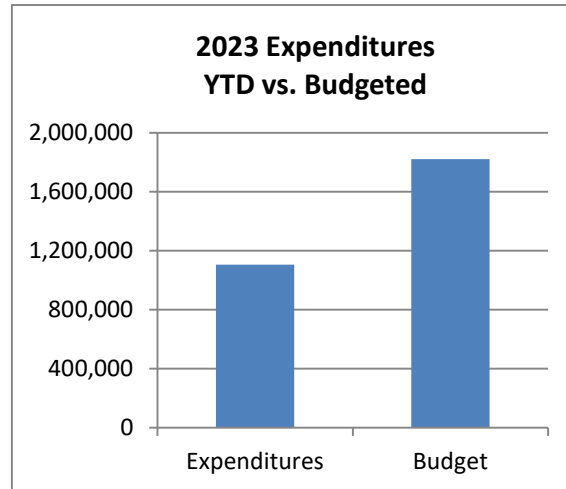
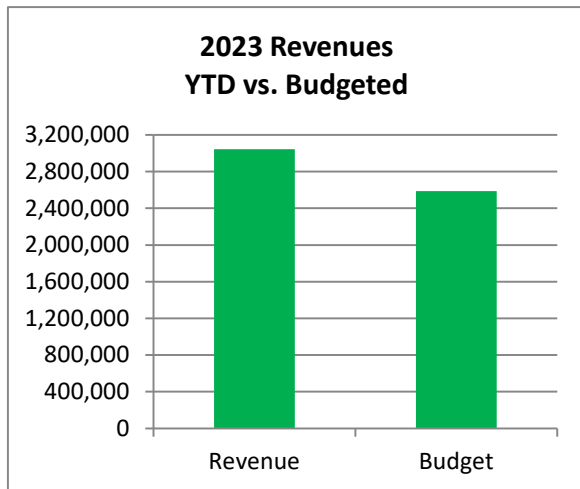
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending December 31, 2023
Unaudited

Item #8.

Library Fund	2023 Actuals December	2023 Adopted Budget	% Complete
Beginning Fund Balance	8,539,939	8,539,939	
Revenues:			
Intergovernmental	827,941	819,186	101.1%
Miscellaneous Revenue	13,813	11,000	125.6%
Capital Investment Fees	811,820	439,410	184.8%
Interest	331,954	75,000	442.6%
<i>Transfers In</i>	1,057,560	1,243,246	85.1%
Total Operating Revenues	3,043,089	2,587,842	117.6%
Expenditures:			
Operations	1,105,073	1,821,000	60.7%
Capital Outlay	-	-	
Total Expenditures	1,105,073	1,821,000	60.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,938,016	766,842	
Ending Fund Balance*	10,477,955	9,306,781	

* - Unaudited

100% of the fiscal year has elapsed



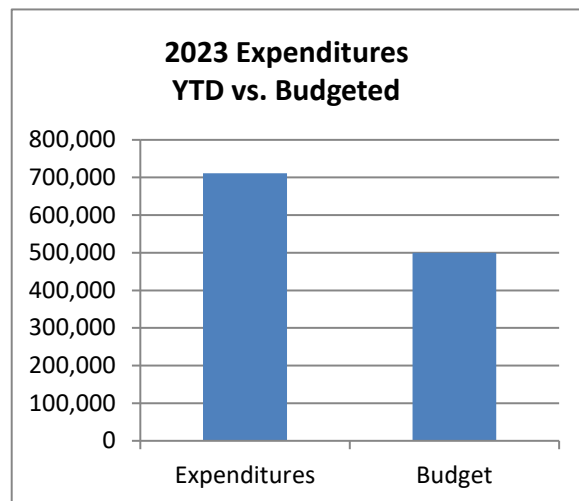
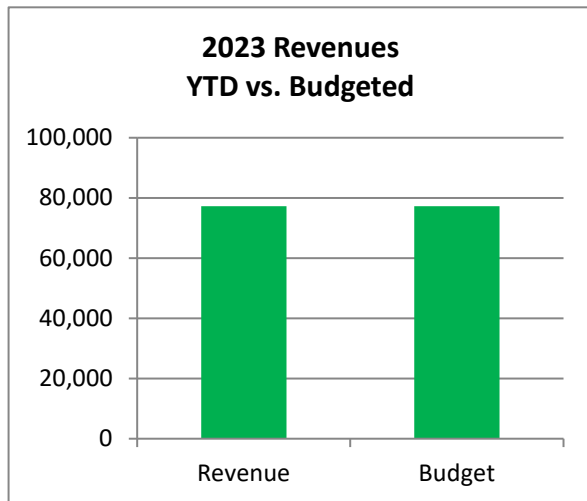
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending December 31, 2023
Unaudited

Item #8.

	2023 Actuals December	2023 Adopted Budget	%
Recreation Center Fund			Complete
Beginning Fund Balance	422,738	422,738	
Revenues:			
State Grants	-	0	
Transfers In	77,262	77,262	100.0%
Earnings on Investment	-	-	
	77,262	77,262	
Total Operating Revenues	77,262	77,262	
Expenditures:			
Operations & Maintenance	710,960	500,000	142.2%
Capital Outlay	-	-	
	710,960	500,000	142.2%
Total Expenditures	710,960	500,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(633,698)	(422,738)	
Ending Fund Balance*	(210,959)	0	

* - Unaudited

100% of the fiscal year has elapsed



Town of Johnstown
List of Bills - December 20, 2023 - January 18, 2024

Item #9.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & H Farms, LLC	Easement	ADM	19,350.00
ABD Office Machines	Copier	PW	4,350.00
Ace Hardware	Supplies	PW	2,511.92
Ad Light Group	Wayfinding signs	ADM	7,997.83
Adamson Police Products	Uniforms	PD	3,711.37
Adolfson Peterson Construction	Surety refund	ADM	59,918.75
AED Everywhere, Inc.	Supplies	PD	1,629.95
All Copy Products, Inc	Copier supplies	ADM/PD	211.30
All Dry Services of Denver	YMCA repairs	PW	3,650.00
Anser Advisory Management	Survey	PW	4,105.00
Arrowhead Scientific Inc.	Lab supplies	PD	414.27
Benesch	Colorado Blvd/design projects	PW	29,968.00
BHA Design Incorporated	Downtown alley project	PW	7,202.50
Big Thompson Ditch & Mfg Co.	Water assessment	PW	10,740.63
Bludot Technologies Inc.	CRM	ADM	195.00
Brenner Builders LLC	Maintenance	PW	9,000.00
Browns Hill Engineering & Controls	Equipment maintenance	PW	5,196.70
Callyo 2009 Corp	Software	PD	3,540.00
Card Services	Training/travel/supplies	ALL	8,098.67
Central Weld County Water District	Interconnect	PW	2,808.24
CenturyLink	Phone/internet	PW	942.76
Cintas	Mat supplies/service	ALL	772.57
Cirsa	Insurance	PW	40.00
City of Fort Collins	Lab testing	PW	9,000.00
CivicPlus	Website design	ADM	18,477.07
CMC Tire	Supplies	PW	2,142.24
Colorado Analytical Labs	Lab testing	PW	742.00
Colorado Communications & Utility Alliance	Dues	ADM	1,100.00
Colorado Tree Coalition	Arbor Day trees	PW	12,000.00
Connell Resources, Inc.	North Interceptor project	PW	1,506,732.11
Consolidated Hillsborough Ditch Co	Water legal	PW	5,411.03
Consolidated Home Supply Ditch &	Water legal	PW	175,983.30
D2C Architects	PD design	PD	7,225.58
Dana Kepner Co.	Supplies	PW	45.52
DataShield Corporation	Shredding	ADM	95.00
Denali Water Solutions LLC	Sludge removal	PW	2,482.93
Denver Industrial Sales & Services Co	Supplies	PW	264.85
DES Pipeline Maintenance, LLC	Maintenance	PW	2,193.75
DetectaChem, Inc.	Lab supplies	PD	470.80
Ditesco LLC	Broadband planning	PW	7,800.00
DPC Industries Inc	Chemicals	PW	31,845.89
DR Horton	Permit reimbursement	PW	47,500.00
E-470 Public Highway Authority	Training	PD	9.60
eAnalytics Laboratory	Lab testing	PW	360.00
Empire Carpentry LLC	Charlotte Street project	PW	5,570.00

Town of Johnstown
List of Bills - December 20, 2023 - January 18, 2024

Item #9.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Envisio Solutions Inc	Software	ADM	25,000.00
Esy Ray & Associates	Translation service	ADM	117.00
FedEx Freight	Shipping	ADM	82.00
Felsburg Holt & Ullevig Inc	Engineering services	ADM	2,665.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	6,512.50
Ferguson Waterworks	Water meters	PW	8,635.10
Firestone Complete Auto Care	Vehicle repairs	PD	175.96
First Class Security Systems	Fire system monitoring	PW	133.80
First National Bank	Custodial fees	ADM	963.36
Frontier Self Storage	Storage	PW	280.00
Glenn A. Jones Library	Library support	ADM	231,110.43
Grainger, Inc.	Supplies	PW	225.93
Greeley Lock and Key	Supplies	PW	41.30
Hays Market Inc	Supplies	PW	45.83
Helton & Williamsen, P.C.	Engineering services	PW	30,125.57
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	3,198.65
Hill & Robbins, PC	Water legal	ADM	2,719.50
Hydrant Meter Deposit Refund	Hydrant meter deposit refunds	PW	20,418.82
IMEG Corp	Engineering services	PW	11,120.00
IMEG Corp	Billback - Engineering services	PW	42,667.50
Indelco Plastics Corp	Equipment maintenance	PW	8,531.95
Community Center Refund	Community Center refund	ADM	60.00
Infosend, Inc.	Newsletter/utility bills	ADM	5,814.10
Insight North America LLC	Investment services	ADM	2,867.95
International Assoc for Property & Evidence	Dues	PD	65.00
J&D Creations	Uniforms	PW	374.88
J&S Contractors Supply Co.	Supplies	PW	808.92
JJM Landscaping	Veteran Memorial landscape	PW	17,400.00
John and Janet Liniger	Easement	PW	9,979.00
Johnstown-Milliken Rotary Club	Teen impact awards	ADM	3,000.00
J-U-B Engineers, Inc.	Engineering services	PW	12,820.19
J-U-B Engineers, Inc.	Billback - Engineering services	ADM	3,557.20
Ken Garff Ford Greeley	Vehicles	PD	271,626.00
Kenyon P. Jordan, Ph.D.	Prehire evaluations	PD	1,200.00
Kinsco, LLC	Uniforms	PD	360.96
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	12,715.26
Law Office of Avi Rocklin LLC	Legal services	ADM	11,895.50
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	19,135.50
Lazar, Michael	Municipal Court Judge	ADM	1,350.00
Loveland Barricade LLC	Safety services	PW	8,458.00
Loveland Fire Rescue Authority	Location rental	PD	100.00
Loveland Ford-Lincoln	Vehicle maintenance	PD	607.22
Lowe's	Supplies	PW	234.43
Maguire Iron Inc	Materials	PW	32,000.00
Mares Auto Inc.	Vehicle maintenance	PW	774.01
Marmac Water	Equipment	PW	84,000.00

Town of Johnstown
List of Bills - December 20, 2023 - January 18, 2024

Item #9.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
McGeady Becher P.C.	Billback - Legal services	ADM	6,847.80
Medicine for Business & Industry LLC	Lab testing	ADM	161.04
Mike Maroone Ford Longmont	Vehicle maintenance	PW	2,110.24
Mile High Elevator LLC	Elevator maintenance	ADM	226.80
Mile High Shooting Accessories	Supplies	PD	1,440.00
Milliken Johnstown Electric	Equipment maintenance	PW	330.36
Miracle Recreation Equipment	Equipment maintenance	PW	5,077.80
Mission Communications, LLC	Alarm service	PW	371.40
Moltz Construction Inc.	Low Point expansion project	PW	713,399.37
Napa Auto Parts, Inc	Supplies	PD/PW	514.20
Newco Inc	Supplies	PW	66.79
North Front Range Water Quality	Dues	ADM	3,472.88
O.J. Watson Company Inc	Vehicles	PW	58,544.51
Office Depot Business Credit	Supplies	ALL	471.56
Otak	Bridge project	PW	12,134.75
Parkland USA Corp	Fuel	PW	7,903.75
Paul's Plumbing & Heating	Equipment maintenance	PW	4,417.93
Pioneer Press of Greeley Inc	Printing	PW	14,837.38
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	612.60
Police Technical	Training	PD	225.00
Poudre Valley REA	Utilities	PW	21,859.84
Pro Ag Appraisal	Professional services	PW	1,250.00
Quality of Life & Safety Designs LLC	Fire monitoring	ADM	25.00
Raftelis	Water rate study	PW	11,834.37
Roto-Rooter Plumbing & Drain Ser.	Maintenance	PD	150.00
SAFEBuilt LLC Lockbox # 88135	Inspection services	PW	25,000.00
Sam's Club MC/SYNCB	Supplies	ADM	775.69
Sanderson Stewart	Colorado Boulevard project	PW	24,417.50
Sculpture Services of Colorado, LLC	Sculpture cleaning	ADM	1,050.00
Security Central, Inc	Fire monitoring	PW	260.73
Striglos	Computer equipment	ADM/PW	17,756.00
Summit Compression LLC	Supplies	PW	4,734.32
Summit Data Protection LLC	IT backup	ADM	6,340.00
TDS	Phone/internet	ALL	1,724.85
TimberLAN	IT services	ALL	2,250.00
T-Mobile	Phone/internet	PD	41.30
Transwest Truck Trailer RV	Vehicles	PW	132,979.00
UC Health Medical Group	Lab testing	PD	834.13
United Power, Inc	Utilities	PW	173.58
United States Plastic Corp	Supplies	PW	840.14
Urban Egg	Catering	ADM	350.00
USA Bluebook	Supplies	PW	108.66
Utility Notification Center of Colorado	Locates	PW	780.45
Utility Refund	Utility refunds	ADM	9,975.20
Verizon Connect	Phone/internet	PW	239.25
Verizon Wireless	Phone/internet	ALL	4,359.29

Town of Johnstown
List of Bills - December 20, 2023 - January 18, 2024

Item #9.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Vermeer Sales & Service	Supplies	PW	41.88
Waste Connections of Colorado Inc.	Trash services	PW	5,061.41
Weld County Chiefs of Police Assn	Dues	PD	350.00
Weld County Sheriff	Jail fees	PD	37.83
Western Fire Extinguisher	Supplies	PW	158.10
Xcel Energy	Utilities	PW	83,378.90
YMCA of Northern Colorado	Monthly support	ADM	41,666.67
Yost Cleaning	Cleaning service	PW	3,362.66
			4,158,634.11



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: February 05, 2024

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 02/05/2024 – Regular Council Meeting
- 02/12/2024 – Work Session – 6 p.m. (Dinner Served)
- 02/21/2024 – Regular Council Meeting

Administration, Finance, Planning, & Human Resources

- *Garden in a Box Program* – This year the Town has partnered with Resource Central to offer discounts for their Garden in a Box program. This program provides professionally designed, Colorado-specific, low-water landscaping kits to be used in yards in place of grass. Kits include starter plants, design maps, and maintenance instructions with the main goal of creating a food source for pollinators while reducing water usage. More information can be found on the Resource Central website, <https://resourcecentral.org/gardens/>.
- *Liquor Licensing* – Staff have received renewals for the below liquor licenses:
 - Café Mexicali- Hotel and Restaurant License

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- 7-Eleven 34238A – Fermented Malt Beverage and Wine License
- Loaf ‘N Jug #750012 - Fermented Malt Beverage and Wine License
- BM Nail Bar – Beer and Wine License
- *Senior Center* – 2024 started with new programming: Lessons with Linda- where participants can learn the ukulele or drums- and a monthly craft day. Several training courses, such as AED and CPR training, are also being scheduled. Staff are also working with a Colorado School of Public Health graduate student as an intern. The intern will focus on creating a resource fair on April 16, 2024, with an emphasis on reaching the Hispanic community. A ten-week course, *Aging Mastery*, will begin on March 4.

The Senior Center saw the following for participation in December 2023:

- Holiday Lights Tour – 13 participants
- Monthly Blackhawk Trip- 7 participants
- Friendly Fork Meals (2 in December) – 103 participants
- Senior Center provided holiday meals (2 in December) -102 participants

Outside of the weekly exercise classes and meal excursions, The Senior Center saw the following for participation in January 2024:

- Tour of Roosevelt High School – 4 participants
- Registered Dietician Appointments offered by the Friendly Fork – 7 participants
- Eagles Hockey game – 11 participants
- UNC Women’s basketball – 3 participants
- Lessons With Linda (Ukulele & Drums) – 4 participants

- *Municipal Court* – January 2024 Court data is broken down for Council’s review below, with a total of 137 cases being processed:
 - Code Violations: 6
 - Traffic Violations: 100
 - Theft: 26
 - Other Criminal Cases: 5
- *Downtown Masterplan Project RFP* – The Town officially closed the RFP on January 18, 2024, and received a total of 8 submittals. Town Staff plans to make a recommendation to the Town Council on February 5 during the Town Council meeting.
- *Pool Feasibility Committee* – The committee met virtually on January 16 to discuss the cost estimates both for construction and for operations. Currently, the facility, as laid out by the consultants, bears a cost opinion of approximately \$25M. Operationally, the costs show a \$200K to \$250K operating deficit annually. The committee will be meeting again on February 20 to discuss further. The final report is expected to be delivered to Council in late May or early June.
- *Business of the Month* – The Business of the Month program has officially resumed with our first BOTM award expected on February 5 during the Town Council meeting. Every month a local business is highlighted in our community and officially awarded during the first Council meeting of the month.

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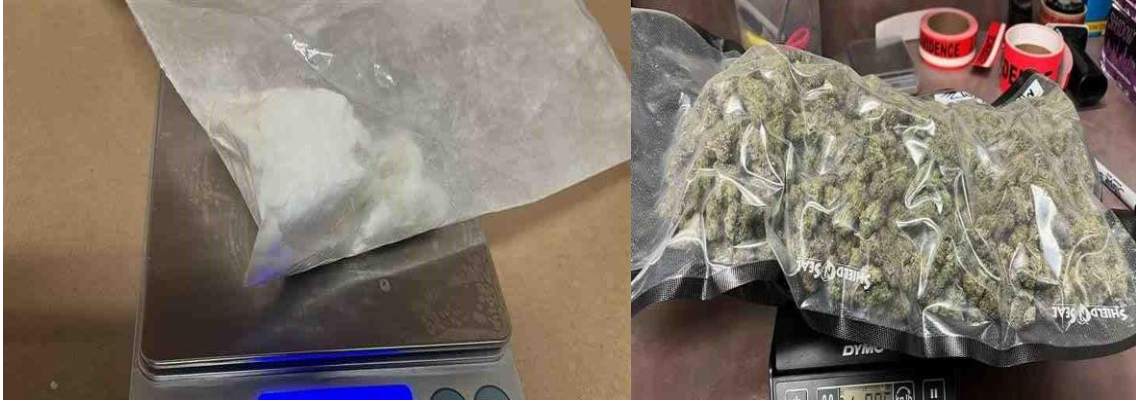
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- *Biz Walk* – Town Staff conducted their January Biz Walk on 01/16 and met with the leadership team of Sun Mountain Doors. Staff toured their manufacturing facility and learned about their business operations. Staff has tentatively scheduled a February Biz Walk with Foundation Building Materials in early February.
- *Downtown Johnstown Signage & Wayfinding Master Plan: Phase 2 RFP* – Town Staff issued an RFP for Phase 2 of the downtown wayfinding signs on January 23. Phase 2 includes a total of seventeen (17) signs, with the sign installations concentrated in the downtown area. The Phase 2 project entails the fabrication and installation of five (5) sign types, including- Auto Directional (ADD, AD4, AD6), Pedestrian Digital Kiosk (PK), and Parking Destination Directional Sign (PDD). The RFP closed on February 23 with a Pre-Bid meeting tentatively scheduled for February 1 at 10 am via Microsoft Teams. Interested firms should contact scrosthwaite@johnstownco.gov to request the Pre-Bid meeting invite/link.
- *Hiring* – The Town recently welcomed a new Planning Director, HR Generalist, and Accounting Technician II to our team. We also have a new Police Officer in the background process. The Town is currently searching for a Streets Maintenance Crew Lead, Communications and Engagement Specialist, and three Civil Engineers. The Police Chief position has been posted and we will continue soliciting applications until February 23, 2024.
- *Caselle* – Successfully completed the accounting and billing software update.
- *2023 Year-end* – Work on the 2023 year-end processes is underway and audit preparation has begun.
- *Strategic Planning* – Meetings are currently be conducted to determine which items will be included in the new strategic plan dashboard software. These meetings should be tied up by mid-February which should line up well with the installation of the software.

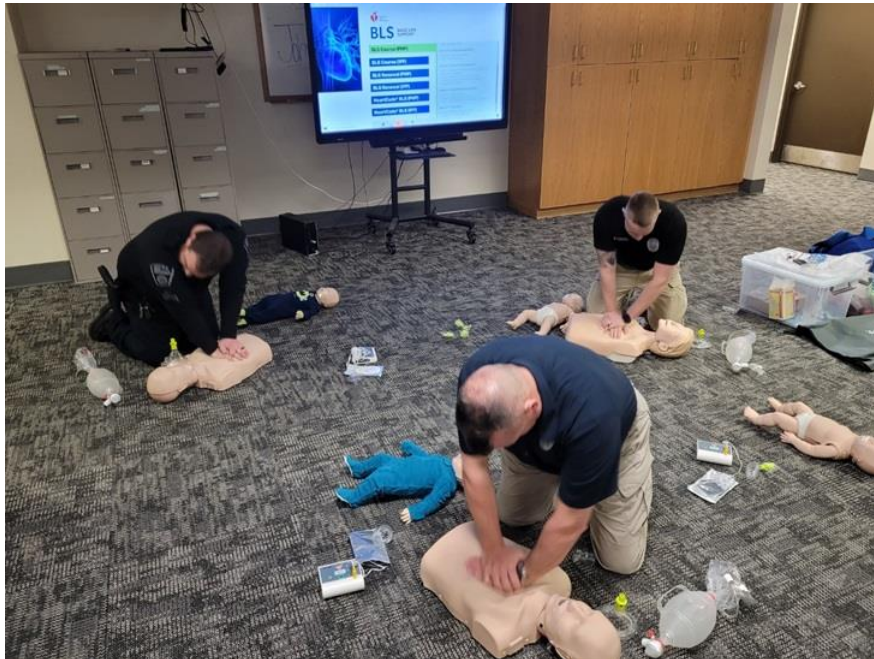
Police Department

- *Stats* – Statistical data was gathered during the period of December 21-January 21.
 - Officers responded to 922 calls for service
 - Top incident types: Suspicious Activity (74), Code Violations (58) Traffic Complaints (33), Thefts (31), Follow Up (114).
 - 140 Citations
 - 78 (Includes Cited/Summoned/Referred arrest types)
 - Top arrest types- Theft, Controlled Substance
- *Case of Interest* – On January 21, 2024, officers were dispatched to Hwy 402 and Valley Block Ln on a vehicle complaint. Officers contacted an adult male and observed drug paraphernalia on the driver’s seat. A probable cause search was conducted yielding approximately 6.34 pounds of marijuana, 1.5 ounces of cocaine, \$1,787 in cash, and evidence on intent to distribute. Adult male was arrested.



Training:

- *First Aid & CPR*- All officers attended First Aid and CPR training taught by our in-house First Aid-CPR instructors.



- *FTO*- Officer Kelley attended Field Training Officer Instructor training. Officer Kelley is now a member of the FTO cadre and can help teach new officers during their FTO phases.

Community Policing, Outreach, & Miscellaneous Items:

- *Neighborhood Watch* – Attended Mallard Ridge’s Neighborhood Watch meeting in which we started a partnership with the watch and the police department.
- *Community Camera Program* – Piloting a Community Camera Program with the Mallard Ridge Neighborhood Watch. Hoping to enact the program town wide very soon. The program will allow citizens to give the police department contact information if they have cameras. This will allow the Police Department to call them if a crime occurs in their neighborhood, saving precious time.

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- *Co-Responder/Peer Support* – We will be requesting grant money to continue our co-responder program. This program allows us to utilize a mental health clinician to assist officers with people having mental health crisis. We are also seeking funding to start a peer support group within the police department.
- *FTO* – Officer Brinkerhoff and Officer Brady are out of our mini-academy and have started Phase One (1) of the FTO process.

Public Works

- Crews completed 123 work orders this review period consisting of construction inspections, snowplowing, street sweeping, gravel road grading, road sign repair, funerals, and a variety of other street and grounds-related work. Crews also completed 34 storm and street construction inspections. The snowplow teams worked a total of 5 days. They also worked on Christmas Day and Martin Luther King Jr. Day.



- *Buc-ee's* – Offsite public improvements include CR 48 (new roundabout), Commerce Drive, and Nugget Road. Roundabout (RAB) is 90% complete. Tie-ins to the RAB are currently being constructed and the west bound approach at Commerce Drive is being reconstructed to tie in the grade changes from existing to new roadway. CR 48 road

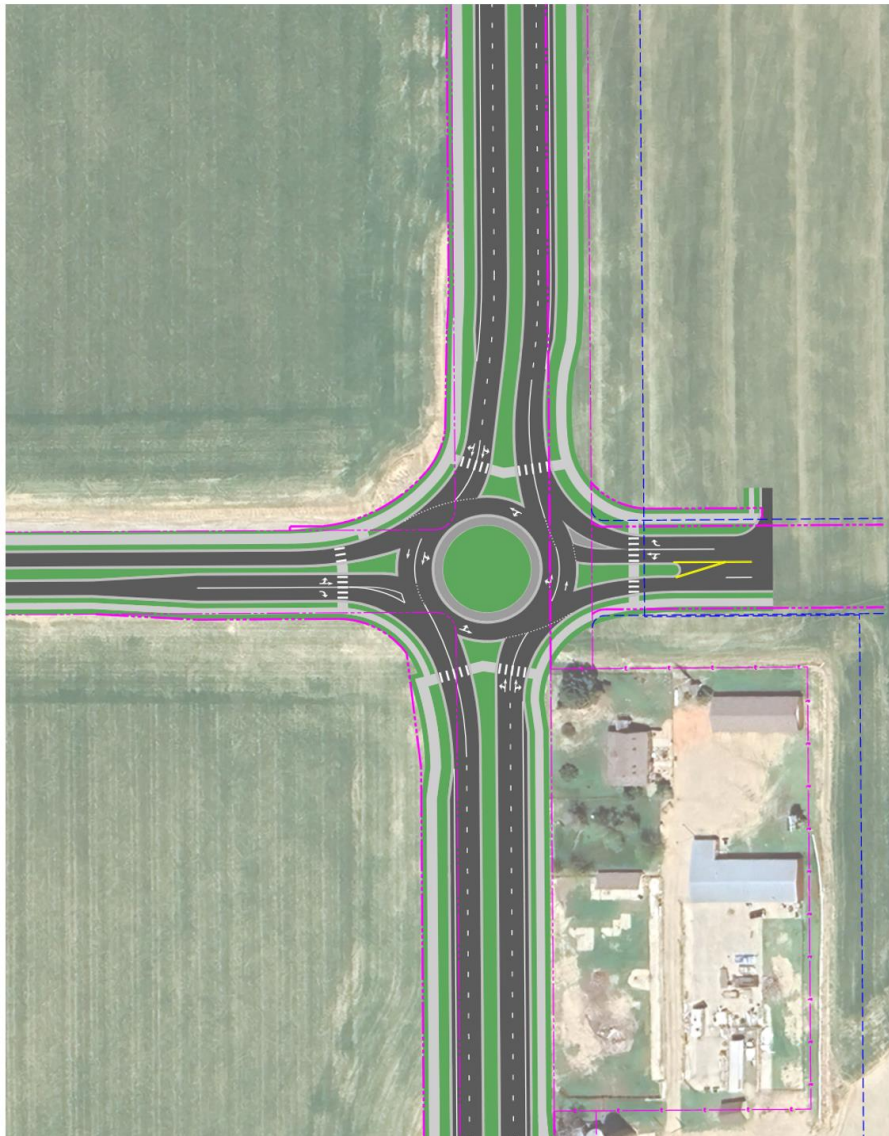
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closure is expected to continue through February 12 (weather permitting) with a one-lane opening. Full road opening is expected around the week of March 2.

- *Colorado Blvd & Roosevelt Pkwy Intersection Analysis* – Staff presented analysis and recommended intersection improvements to Council in January. 17. Council approved moving forward with the proposed 2-lane roundabout option. Staff are working with the design consultant, Benesch, to provide a scope and fee for design services. Staff will also meet with the two developers and the school district who are required to participate in the construction of the roundabout before proceeding with the design. RAB conceptual layout is below:



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- *Thompson Pkwy Roundabout Analysis* – Staff held a public meeting with local property owners and businesses to collect feedback on traffic issues that impact the area. After the meeting, staff determined more traffic counts were warranted on Ronald Reagan Blvd. Once traffic counts are complete, Benesch will finalize the traffic model and begin analysis of possible improvements.
- *Country Acres Drainage Mitigation Study* – Staff presented multiple short-term options to Council on January 17. Council supported the recommended improvements to the storm sewer located in Sandra Drive, which will consist of up-sizing existing storm pipe to carry the 5-year storm and will also add 2 more storm inlets in Sandra Drive. Council also supported the siphon option to conveying the stormwater downstream of the Hillsborough Ditch. Staff is still discussing possible options with the downstream property owner, as this will determine the alignment and timeframe of improvements.
- *Stormwater Master Plan Update* – The RFQ is now actively being advertised on the Rocky Mountain E-Purchasing System, the Town’s website, and the Denver Minority Business Development Agency’s website. Bid opening is February 16.

Utilities

- *Treatment*
 - WTP:
 - Average Daily Flows: 1.345 MGD
 - A new raw water quality instrument panel was installed in the basement.
 - With the help of Public Works and Wastewater Staff, a bulk storage chlorine tank was installed in the containment area and will be filled once piping and leak testing is completed.
 - The Zeta potential analyzer is installed and running to optimize raw water treatment based on water quality while. Operations is working on fine tuning SCADA graphics and controls.



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- Low Point WWTP:
 - Average Daily Flows: 0.376 MGD
 - Operations were able to address cold weather vulnerabilities in the new Headworks and MBR buildings.
 - The new process basins have been filled with water and diffusers that supply air for treatment are being put through preliminary testing.
 - Jar testing was performed on biosolids entering the new solids handling equipment to maximize dewatering efficiency.
- Central WWTP:
 - Average Daily Flows: 0.670 MGD
 - Moltz is continuing concrete pours for the process basin wall.
 - Moltz is also backfilling and installing under-slab pipe and channels at the new Headworks building.
 - Operations implemented new nitrification guidelines to ensure compliance with ammonia levels during the extreme temperatures earlier in the month.
- *Sewer Collection & Water Distribution*
 - Locates: 813
 - Meters: 51 new installs & 24 meter replacements
 - Valve rotation operations are ongoing and currently in Rocksbury Ridge and moving west into Gateway
 - Operations working to drain South Tank and bring South Tank water line online
 - Extreme temperatures earlier in the month caused an increase in customer calls and a frozen fire connection for Mountain States Plastics.
- *Inspections*
 - 1,960' water main and fire lines installed and tested
 - 5,036' sewer main installed and tested
 - 88 water/sewer inspections
- *GIS*
 - A master address database has been created for the Town in GIS giving us the ability to streamline addressing going forward.

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- A template has been created to quickly generate maps for road closures.
- *Capital Projects*
 - *South Water Tank* – This will be the last update on the South Water Tank project. The contractor has completed the punch list items and the Town will issue final payment in the upcoming weeks. The tank will be brought into service as demand picks up this year and coordinated with the early work improvements at the Water Treatment Plant.
 - *South Water Tank Distribution Pipeline* – This will be the last project update for the South Tank Distribution project. The pipeline has been completed except for a few miscellaneous items that staff will ensure are addressed but do not impact the functionality or safety of the water pipeline. The Town’s operation staff are working on performing one final flush and one additional round of testing of the pipeline, as a precautionary step, before bringing the pipeline into service. Once all testing is complete, the Town will begin using the pipeline to serve the Pioneer Ridge (Stroh Farm) service area.
 - *Water Treatment Plant Expansion* – A pre-construction meeting was held at Town Hall in January to kick off construction for the early works packages. Construction is anticipated to be in full swing in spring on the early works package and some items will be completed as materials are procured and delivered. The Town and the CMAR are also reviewing the early procurement packages and selecting suppliers for the long lead items approved as part of the early works packages. The Town, CMAR, and Owner’s Representative will be reviewing 90% construction documents in the coming weeks. In addition, the CMAR will be working on a preliminary GMP and schedule based on the 90% construction documents. The Design Engineer and the Town are working on obtaining all necessary permits including the Town’s site plan, building plan, and fire department approvals.
 - *North Interceptor* – PVREA has installed a permanent transformer and the electrical sub-contractor is running multiple crews to complete the electric and instrumentation scope on the project. The contractor continues to work on mainline installation west of Parish Avenue as well as to the west of Telep Avenue along CR50. Over the next several months, there will be three road closures, one on CR50 (between Telep Avenue and Colorado Boulevard), one to the east of Parish Avenue on CR48.5, and the third one will be on Colorado Boulevard between CR50 and Hwy60. The road closures will be strategically staggered to effectively manage traffic.
 - *Low Point Sewer Plant Expansion* – The Low Point Sewer Plant is substantially complete and being operated by the Town operation staff. The contractor has begun final site cleanup and demobilizing the site construction trailers. The contractor, Town, and design engineer will continue to work on all final paperwork, payments, and any final permitting. We have met the deadline for this project required by CDPHE!



- *Central Wastewater Treatment Plant* – Construction of the MBR building and the secondary process basins are ongoing. Staff continue to work with the contractor and design engineer on permitting and construction progress. Throughout most of the winter, concrete work will continue.



- *State Highway 60 Waterline* – Through 2024 Town Staff will work with the design engineer on final alignment and obtaining all necessary easements, agreements, and permits. Town Staff has acquired all necessary right of entries to conduct further utility investigation to help determine the final alignment. Town Staff and the design engineer have had preliminary discussions with the property owners that may be impacted by easements. Those conversations will continue as the final alignment is selected. In addition, Town Staff is coordinating with Milliken to determine if there is a potential opportunity for an interconnect on the new line.



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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Limited Winery Notification – Thoughts LLC dba Legends A Meadery

ACTION PROPOSED: Consider the application

ATTACHMENTS: 1. Application for a Limited Winery

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

This item is a notification to Town Council of an application to the State Department of Revenue for a limited winery license. Separate from other licensing types, a limited winery license is a State issued license that provides the Town Council the opportunity to object, or not object. The applicant is Thoughts LLC dba Legends A Meadery, located at 246 Basher Drive in the Gateway neighborhood.

If the following conditions exist, Council may formally object to the license:

- Issuance would impact traffic, noise or other neighborhood concerns
- Permit would result in violations of Colorado liquor code or local government laws (must specify)
- Permit would violate zoning laws

Upon receiving the application Staff confirmed the applicant is within the correct zoning, and there are no concerns from the Police Department regarding noise or traffic.

LEGAL ADVICE:

The Town Attorney reviewed the application.

FINANCIAL ADVICE:

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N/A

RECOMMENDED ACTION: Staff recommends not objecting to this application.

SUGGESTED MOTIONS:

For Approval: I move to not object to the application for a limited winery for Thoughts LLC, dba Legends A Meadery

For Denial: I move to object the application for a limited winery for Thoughts LLC, dba Legends A Meadery for the reasons listed:

Reviewed and Approved for Presentation,



Town Manager

DR 8057 (06/29/23)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO Box 17087
 Denver, CO 80217-0087
 Fax (303) 866-2428
 Phone (303) 205-2300

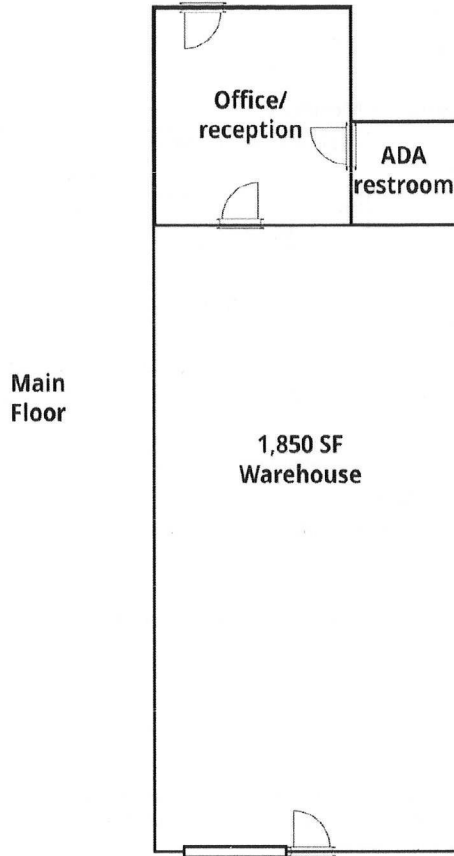
Application for Colorado Liquor Sales Room

Regulation 47-428, 1 C.C.R. 203-2

<input type="checkbox"/> Malt Liquor <input checked="" type="checkbox"/> Limited Winery <input type="checkbox"/> Winery <input type="checkbox"/> Distillery		<input type="checkbox"/> Temporary (3 days or less)		<input type="checkbox"/> Permanent	
1. Name of Applicant exactly as it appears on your current Colorado Liquor License. <p style="text-align: center;">Thoughts LLC</p>					
2. Trade Name of Applicant <p style="text-align: center;">dba Legends A Meadery</p>					
3. State Sales Tax No. <p style="text-align: center;">000095633154-0000</p>			Applicant Liquor License No. <p style="text-align: center;">03-18760</p>		
4. Business Address of Applicant (Number and Street) <p style="text-align: center;">246 Basher Dr. #8</p>		City <p style="text-align: center;">Berthoud</p>	State <p style="text-align: center;">CO</p>	ZIP <p style="text-align: center;">80513</p>	
5. Mailing Address (Number and Street) <p style="text-align: center;">2231 Black Duck Ave</p>		City <p style="text-align: center;">Johnstown</p>	State <p style="text-align: center;">CO</p>	ZIP <p style="text-align: center;">80534</p>	
6. Phone Number <p style="text-align: center;">7203837203</p>			7. Email Address <p style="text-align: center;">support@legendsameadery.com</p>		
8. Sales Room Location (Full Address) <p style="text-align: center;">246 Basher Dr #8, Berthoud, CO 80513</p>			9. Dates of Events: From Date: _____ Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM To Date: _____ Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM		
10. Rights to Premises Granted by: (attach a copy of the Premises Use Authorization letter or lease if not previously submitted) <p style="text-align: center;">lease</p>					
11. Renting/Leasing % Basis <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12. If Yes, List % and Interested Party. Use Additional Sheet if Necessary.			
13. Alcohol will be sold (check all that apply) <input checked="" type="checkbox"/> For on-premises consumption (if selected, please file this application with the Local Licensing Authority and the State Licensing Authority) <input checked="" type="checkbox"/> For off-premises consumption					
14. The Sales Room Applicant affirms they have complied with local zoning restrictions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
15. Additional Required Documents <input checked="" type="checkbox"/> Attach an outlined diagram of proposed premises <input checked="" type="checkbox"/> Attach a copy of the premises control plan describing how the premises will be controlled to ensure compliance with liquor code and rules. It must include restricting sales to minors and visibly intoxicated persons and insuring that customers cannot leave the premises with an open container of alcohol. <input checked="" type="checkbox"/> Attach a copy of any contracts and/or operating agreements pertaining to the sales room.					
Local Licensing Authority Name <p style="text-align: center;">Colorado DOR Liquor</p>			Date Application Copy Submitted to Local Licensing Authority <p style="text-align: center;">01/22/2024</p>		
Oath of Applicant: I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor, Beer and Wine Code and Liquor Rules which affects my permit.					
Applicant Signature <p style="text-align: center;">Raill Moats</p>		Title <p style="text-align: center;">Owner</p>		Date <p style="text-align: center;">01/22/2024</p>	
Notice to Local Licensing Authority					
<p>This application for a Sales Room will be granted to the above name applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the State Licensing Authority immediately.</p> <p><input type="checkbox"/> Issuance of this permit would impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances.</p> <p><input type="checkbox"/> If granted this permit would result in violations of the Colorado liquor code or the laws of the local government. (specify)</p> <p><input type="checkbox"/> Issuance of this permit would violate local zoning laws.</p> <p>For events lasting <u>three consecutive days or less</u>, the Local Licensing Authority has ten (10) business days to submit its determination to the State Licensing Authority.</p> <p>For events lasting <u>four or more consecutive days</u>, the Local Licensing Authority has forty-five (45) days to submit its determination to the State Licensing Authority.</p> <p>Local Licensing Authorities can send the approval via mail or email to dor_liqlicensing@state.co.us</p> <p>If the Local Licensing Authority does not submit a response or determination within the time specified, the State Licensing Authority shall deem that the Local Licensing Authority has determined that the proposed sales room will not impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances or that the applicant will sufficiently mitigate any impacts identified by the Local Licensing Authority.</p>					
Licensing Authority Signature <input type="checkbox"/> Object <input type="checkbox"/> Do Not Object		Local Licensing Authority Contact Name		Phone Number	

If the Local Licensing Authority objects to the sales room, provide a separate page with details of the objection.

Exhibit "A"
Leased Premises



*Floor plan is approximate and not to scale.

12

^{DS}
DS
Lessor

^{DS}
BM
Lessee

Legends A Meadery

Control Plan:

Hours of Operation:

Thursday 4-9 pm

Friday 4-9 pm

Saturday 2-9 pm

Sunday 11 am-5 pm

Boundary: The tasting room will be separated from the viewing space by an interior doorway. This can be separated by either closing the door or attaching the barrier rope to stop patron access.

Ingress and Egress: Patrons will enter and exit the premises from the front entry door. An employee will be stationed in the tasting room during business hours to stop patrons from removing open containers from the premises.

Signage: "No alcoholic beverages beyond this point" signage will be clearly posted above the front entry.

Responsible Service: The staff will all receive ServSafe alcohol training classes. This will provide the knowledge to prevent the sale of alcohol to minors or visibly intoxicated persons.



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TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** February 5, 2024
- SUBJECT:** Award RFP for Downtown Johnstown Master Plan Project
- ACTION PROPOSED:** Consider a contract to award project to Kimley Horn
- ATTACHMENTS:**
1. Downtown Johnstown Master Plan Project RFP
 2. Kimley Horn RFP
 3. Draft Kimley Horn Service Contract
 4. Top RFP's
 - a. RVI Planning + Landscape Architecture
 - b. Logan Simpson
 - c. Russell Mills Studios
- PRESENTED BY:** Sarah Crosthwaite, Economic Development Manager
-

AGENDA ITEM DESCRIPTION:

The Town of Johnstown published the Downtown Johnstown Masterplan Project Request for Proposal (RFP) on December 14, 2023. The RFP was available on the Town website and via the Town's Rocky Mountain BidNet account. Additionally, the Town held a virtual pre-bid meeting on January 9, 2024, to answer questions regarding the project and RFP from interested contractors/firms.

The Town closed the RFP on January 18, 2024, and received a total of 8 submissions. As a recap, the Downtown Johnstown Masterplan Project RFP is seeking proposals for a qualified firm to facilitate a community planning process that culminates in the development of a master plan for Downtown Johnstown. The master plan at minimum should address the following issues:

- A unified vision for downtown that incorporates the newly adopted downtown brand and wayfinding signage
- Physical expansion of downtown, including incremental redevelopment of industrial park and development of newly annexed parcels
- Parking system management
 - Identification of short-, medium-, long-term parking
 - Current and future parking supply/inventory
- Aging streetscape / streetscapes not conducive to downtown expansion
- Lack of public spaces downtown
- Lack of outdoor dining
- Lack of pedestrian safety and connectivity
- Event management
- Attraction of retail and entertainment-based businesses that activate the corridor for daytime and nighttime use
- Improvements to East Parish Avenue alleyway
- Creating a traffic detour to minimize heavy vehicle traffic on Parish Avenue

The purpose of the project is to develop an actionable masterplan document that is community led and adopted by Town Council. The expectations of the selected firm include at minimum:

- Lead the project with a strategic public participation and outreach plan that focuses on “meeting people where they are”.
- Develop a masterplan that focuses on creating actionable steps to address current and future issues within the corridor, a development plan for the Held and Reider properties, and planning elements that include a land use plan for the corridor as a whole.
- Create two distinct versions tailored to different audiences and purposes. The first version, designed for the general public, ought to be highly schematic and visually engaging. This version serves as a communicative tool, presenting the overarching vision and key elements of the masterplan in a way that is easily digestible for residents, business owners, and other stakeholders. The second version, intended for the Town staff responsible for implementation, demands a more detailed and technical approach. This version should delve into specific strategies, zoning regulations, planning elements, and other details necessary for effective execution.

Enclosed is the RFP for the Downtown Johnstown Masterplan Project and Kimley Horn’s RFP response. For reference the following entities submitted a proposal (*only the top 4 firms RFP’s have been attached*):

1. Cushing Terrell – Bid price \$93,940
2. RVI Planning + Landscaping Architecture – Bid price \$100,000 (*attached*)
3. PEL-ONA Architects & Urbanists – Bid price \$110,000

4. Logan Simpson – Bid price \$99,750 (*attached*)
5. EJD+P – Bid price \$190,380
6. Confluence – Bid price \$265,000
7. Russell Mills Studios – Bid price \$99,880 (*attached*)
8. Kimley Horn – Initial Bid price \$239,880, Negotiated Bid Price \$99,974 (*attached*)

The Town would like to award Kimley Horn the Downtown Johnstown Masterplan project as their proposal not only met the requirements of the RFP but provided a comprehensive outline of their technical approach including on-site observations and analysis, community engagement process, and relevant experience. Town Staff was able to negotiate with Kimley Horn per our Town Financial Policy to hone in on the expected engineering scope of work and assigned staff to the project. Johnstown is excited to bring this project to our community and begin engaging with our stakeholders to create a Downtown Masterplan.

LEGAL ADVICE:

The Town Attorney has been provided with the draft service contract agreement for review.

FINANCIAL ADVICE:

The Town has budgeted a max of \$100,000 for this project for FY 2024.

RECOMMENDED ACTION: Approve awarding the RFP project to Kimley Horn and authorizing the Town Manager to sign the service contract pending final review from the Town Manager and Town Attorney.

SUGGESTED MOTIONS:

For Approval: I move to approve the Town of Johnstown to award the RFP project to Kimley Horn and authorize the Town Manager to sign the service contract pending final review of the contract by the Town Manager and Town Attorney.

For Denial: I move to deny the Town of Johnstown to award the RFP project to Kimley Horn.

Reviewed and Approved for Presentation,



Town Manager



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REQUEST FOR PROPOSALS

TITLE:

Downtown Johnstown Masterplan Project

ISSUED ON:

Thursday, December 14, 2024

PROPOSALS DUE:

Thursday, January 18, 2024, at 5 PM (MT)



CONTACT:

Sarah Crosthwaite
Economic Development Manager
970-578-9612
SCrosthwaite@Johnstownco.gov



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BACKGROUND:

Downtown Johnstown is in central Johnstown, Colorado, adjacent to the Hwy-60 corridor and 2 miles east of I-25. The project area covers approximately 240 acres including recently annexed property to the north of Parish Avenue/County Road 17. The urban core proper consists of approximately two blocks of retail and service-based businesses along Parish Avenue.

Downtown Johnstown is regarded as the heart of the community and over the last couple of years major investments have been made to reenergize the corridor. Those efforts include the following:

- Primary investor and sponsor of the Johnstown Downtown Development Association (JDDA)
- Completion of the Downtown Branding & Wayfinding Plan which established a downtown brand and design of wayfinding signage including an implementation plan
- Phase 1 of the downtown wayfinding signage plan with Phase 2 expected to start early 2024
- West Parish Avenue alleyway improvements to start early 2024
- Downtown Colorado Inc. (DCI) Cohort Program to establish a redevelopment strategy for existing brownfield sites in downtown, report to be completed early to mid-2024

PROJECT SUMMARY & ISSUES:

The Town of Johnstown is seeking a qualified professional planning firm or consultant to facilitate a community planning process that culminates in the development of a master plan for Downtown Johnstown. The project and final draft of the Downtown Master Plan must be completed and adopted by Town Council no later than July 31, 2024. Firms should not respond if they are unable to meet that deadline as the Town plans to issue a financial feasibility study of the downtown corridor in 2024 which is predicated on the downtown masterplan.

The Town has identified the downtown corridor as a mixed-used activity center within the 2021 adopted Comprehensive Plan. Based on the adopted plan the goal is to “expand the extents of downtown as development and redevelopment near the current core area is proposed, utilizing more urban design standards to encourage an active streetscape and mix of uses”. Planning for future uses and redevelopment in this area is a high priority for the Town since potential development projects are being contemplated. The Town has identified the following issues which should be addressed within the final master plan document:

- Need for a unified vision for downtown that incorporates the newly adopted downtown brand and wayfinding signage
- Physical expansion of downtown, including incremental redevelopment of industrial park and development of newly annexed parcels
- Parking system management
 - Identification of short-, medium-, long-term parking
 - Current and future parking supply/inventory



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SCOPE OF WORK:

- 1) **Project Management:** It is intended that consultant(s) will lead the overall project to ensure that the project objectives are met. However, Town Staff shall support consultant(s) in all aspects of the project. Staff will provide continuous updates to key stakeholders. Additionally, staff will assist in facilitating interactions with appropriate, elected, and appointed officials, internal Town departments, external groups, and other key stakeholders.
- 2) **Public Participation Plan:** The consultant(s) shall be responsible for developing a comprehensive participation program that encompasses the public and stakeholders and incorporates local knowledge and experience. Key to the development and success of the plan, the consultant(s) must facilitate participation and interaction of all stakeholders. The participatory process must also be creatively designed to seek out and involve residents and other stakeholders that are unlikely to participate in a standard workshop style community engagement process. Additionally, the process must ensure that participation is reflective of both the current and future residents. The overall goal of the participatory process is to increase the ownership of the final product. The public participation plan will follow a **“meeting people where they are”** strategy.

Public participation conceptual elements will be developed by the selected consultant. The various design elements will be presented to the community to measure the receptivity to the design features under consideration. These conceptual elements will be modified as necessary, based on feedback from the stakeholders. In addition, data will be gathered and presented as needed to supplement the conceptual elements.

- 3) **Vision and Goal Setting:** The consultant(s) will work with the Town and project stakeholders in developing a broadly supported and achievable vision of the long-term future design and character of the Downtown. The vision and goals should support the newly adopted Downtown Brand and tagline *“Local Grows Here”*.
- 4) **Planning Elements:** At a minimum, the selected firm will be responsible for the following items:
 - Design and Corridor: standards, maps, and renderings of streetscapes and high priority properties.
 - Land Use/Zoning: zoning code language and criteria, creation of potential districts (potentially expanding/reducing districts and district areas), uses allowed, and development process.
 - Economic Vitality: development and review of economic development incentives, business recruitment and retention practices.
 - Infrastructure Assessment: review of current downtown infrastructure to include sidewalks, bicycle facilities, parking, waste collections, water, telecom, electric and gas.



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- **Activation:** ideas and visual concepts for increasing the activation of downtown gather spaces/civic plazas, sidewalks, and storefronts; including building facades, streetscapes, private signage, pedestrian access, parking, and other public amenities.

A final recommendation for a land use plan and highly schematic downtown master plan with associated improvements, implementation strategy and timeline, and potential project cost will be developed by the selected consultant with input from staff at the conclusion of the public participation process. This plan will be presented to the Town Council for adoption; the consultants' presence at one or more of these meetings will be expected.

FOR REFERENCE:

It is highly recommended that interested firms and/or consultants review the following document and webpages to better understand the community and current downtown initiatives.

- Johnstown Downtown Development Association Website
 - <https://www.visitdowntownjohnstown.com/>
- Town of Johnstown Parish Alleyway Improvements Website
 - <https://johnstown.colorado.gov/parish-alleyway-improvements>
- Town of Johnstown Downtown Branding Guide & Action Plan
 - <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:3fcf352c-ed89-3542-a759-73843b972db5>
- Town of Johnstown Downtown Signage Designs
 - <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:1926ed6e-7f1a-3a86-bf76-394025a4c32a>

PRE-BID MEETING:

A virtual pre-bid meeting is tentatively scheduled for Tuesday, January 9, 2024, at 1 PM (MT), interested firms are recommended to attend to ensure any inquiries or questions are answered regarding the project and RFP. Town staff will provide the link to the virtual pre-bid meeting should it be requested by the firm and/or contractors. The pre-bid meeting link will also be made available on the Town's RFP page prior to the meeting date. johnstown.colorado.gov/bidsrfps

All inquiries to be directed to Sarah Crosthwaite, Economic Development Manager
SCrosthwaite@Johnstownco.gov | 970-578-9612

SUBMISSION:

All proposals are due by Thursday, January 18, 2024, at 5 PM (MT) to: Sarah Crosthwaite, Economic Development Manager; SCrosthwaite@Johnstownco.gov

Use Subject Line: Johnstown Downtown Master Plan – *FIRM NAME*



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OR

Submitted electronically through the Town's WeTransfer document transfer solution found at johnstownco.wetransfer.com. Please include in the "message" section: Johnstown Downtown Master Plan – *Firm Name*

The Town will respond with an email that the submittal has been received as part of the submittal deadline.

SUBMISSION REQUIREMENTS:

The proposal response should be succinct, and display accurately the capabilities, knowledge, experience, and capacity of the respondent to meet the requirements of the project and the RFP. Respondents are encouraged to utilize methods they consider appropriate in communicating the required information. At a minimum, this will include submission of the information requested below:

- Firm description
- Project team and resumes for each team member
- Relevant experience/projects with references (3 required)
- Preliminary project timeline that ensures completion by July 31, 2024
- Professional fee to complete the work as described. Fees shall include all tasks and staffing necessary to complete the project as outlined above and within your submittal proposal. All reimbursable expenses shall be included in this fee.
- FORM: **PDF ONLY**, *proposal should be no more than 20 pages.*

AWARD PROCESS:

The Town will select and notify the firm/contractor no later than Friday, January 26, 2024. The Town Council will officially consider/award the contract during the Town Council meeting on February 5, 2024, at 7pm (MT). It is expected that the selected firm/contractor be in attendance.

GENERAL:

This RFP does not commit the Town to award a contract nor pay any costs incurred in the preparation of the RFP response. The Town reserves the right to extend the deadline, accept or reject any or all proposals received, negotiate with any qualified firm, and/or cancel or modify this RFP without notice or penalty.

The Town reserves the right to review and approve/disapprove of all key staff and sub-consultant substitutions or removals and may consider such changes not approved to be a breach of contract.

DOWNTOWNS MATTER

“Downtown is important because it’s the heart and soul of any community. If you don’t have a healthy downtown, you simply don’t have a healthy town.”

~ Ed McMahon, *Chair Emeritus,*
National Main Street Center Board of Directors

Proposal for the

DOWNTOWN JOHNSTOWN MASTERPLAN PROJECT

January 18, 2024

January 18, 2024

Town of Johnstown, Colorado
 Attn: Sarah Crosthwaite
 Economic Development Manager

Kimley-Horn

6200 S. Syracuse Way #300
 Greenwood Village, CO 80111

RE: PROPOSAL FOR THE DOWNTOWN JOHNSTOWN MASTERPLAN PROJECT

Dear Sarah and Members of the Selection Committee,

Pursuant to your Request for Proposals (RFP), Kimley-Horn respectfully submits these qualifications to serve as the Design Professional responsible for providing professional services for a Master Plan effort for Downtown Johnstown. The Kimley-Horn team is pleased to have this opportunity to work with you and the rest of the stakeholder team. These qualifications are based on a general understanding of the project in response to your RFP. Our response includes a Cover Letter, Firm Description, Master Plan Approach and Understanding, Initial Analysis Diagramming, Scope of Services, Project Experience, Team Organization and Resumes, Timeline, and Fees. The Town of Johnstown (Town) intentionally committed to strategic and thoughtful growth that considers environmental, economic, and social implications of the current growth patterns Downtown, and the opportunity to set a vision for how the Town responds to them.

In taking this step to create a Downtown Master Plan, together, we will guide the next generation of development within the town. We welcome the opportunity to collaborate with you and the community through this effort. We bring you experience, knowledge, and passion towards historic downtown development planning and implementation. **We will engage with you to provide the energy, ability, and experience in prioritizing specific development patterns, that will compliment rather than compete with the successful components of the Town today.** Our team is comprised of both local and national experts, who are working on downtown projects of many different scales. The leadership of this team is Colorado-based and committed to Johnstown's success. We are an innovative team, and we believe that by bringing the best master planning experts to the table, the Town will have a unique opportunity to discover new solutions to realize profound and appropriate development patterns for downtown and the surrounding development parcels.

Our knowledge of the Colorado Front Range market and our current research efforts have led us to an understanding that the Town of Johnstown holds a front seat view of the key to the continued economic success of the historic downtown. Thus, we have formed this internal team to bring you the depth and experience, passion, and commitment of experts to implement your vision. Our team has begun the planning process by studying

the existing conditions, past planning efforts, and offering some initial thoughts in diagram form (see pages 4-6) to catalyze the next level of conversations.

We will think beyond the boundaries of the study area to understand the broader impact that suburban development patterns may have area-wide. We will embrace the ability for Downtown to be the catalyst for quality growth in the future. We will work with you to create distinction between each of the stakeholders and provide the solutions necessary to resolve potential impediments to success.

Through our in-house team members' vast experience in land planning we will evaluate the site with the understanding of the latest costs and methods of public execution of the plan. Our team is well-equipped to perform each aspect of the tasks in your described scope. **Our team includes our Colorado-based planning team:** Richard Flierl (Principal-in-Charge and the Planning Team leader), Candyce Burnett (Project Manager and small town planning expert), Chris Hepler (Landscape Architecture), Brian Canin (Urban Design), Jeremiah Simpson (Parking), Curtis Rowe (Traffic), and Emily Felton (Infrastructure). We have also included our national market analysis expert, Jessica Rossi.

We appreciate the opportunity to submit this proposal for your consideration. Randall Phelps will be the signatory for Kimley-Horn and is authorized to bind the team to the contents of this proposal and to negotiate contracts on behalf of the firm. If you have any questions, please contact us. We look forward to the opportunity to meet in person and discuss our ideas and approach for this project.

Sincerely,
KIMLEY-HORN



Richard Flierl, ASLA
 Principal-in-Charge
 richard.flierl@kimley-horn.com
 303.481.0448



Randall J. Phelps, P.E., LEED AP
 Vice President, Authorized Signer
 randall.phelps@kimley-horn.com
 303.228.2336

FIRM DESCRIPTION

Kimley-Horn Firm Overview

With Kimley-Horn, your best interest will always be the focus of our efforts. Our long history of successful projects—efficiently managed from inception through facility dedication—is your assurance that Kimley-Horn will assist you throughout the development process and provide the right design solutions. Our goal is to consistently create value for our clients, which is true of Downtown Johnstown.

As a full-service consulting firm, we can provide you with a full range of land development services, including comprehensive engineering, planning, environmental, public outreach, and transportation services. This full-service offering gives you the comfort of knowing that a wide range of activities is all under the management and quality control of one firm—meaning less coordination needed to achieve project goals, better decisions, better communication, increased productivity, and quicker, more accurate project deliverables that are consistent with your needs.

Master Planning Approach

Inventory and Analysis

In the master planning process, the Kimley-Horn team assesses existing conditions, projects future needs, and determines deficiencies.

Needs Assessment/Issue Identification

Your project will benefit from our familiarity with local policies and procedures. Kimley-Horn has been involved with several master planning projects in Colorado, and Natalie McClung, an analyst on our team, is a resident of Johnstown. We understand the sensitive nature of community improvements within existing urban areas, and we know the local project stakeholders and community must be thoroughly informed and supportive of the project. Kimley-Horn's proven approach to master planning results in both consensus building and project support with all stakeholders. Our unique methods are being used to assist many of our clients in developing a true vision for their future.

Schematic Master Plan

Kimley-Horn will develop a schematic master plan after a preliminary evaluation of the project.

Implementation Program

Kimley-Horn team will develop a master plan that enhances the vision of the community, and we will support it with a comprehensive and financially realistic implementation program. This program will contain the following information:

- ◆ Specific tasks necessary to implement the design
- ◆ Opinions of probable construction costs separated by individual component and phase
- ◆ Prioritized proposed acquisition sites
- ◆ Potential funding sources

Community Engagement

Our team will collaborate with Johnstown staff to lead the public engagement process. All participants will be encouraged to understand the analysis and site conditions better. The team will listen and engage. Participants will be asked to dream big, critique and debate, draw, color, and present ideas in an open and safe environment. The team will prepare final graphics, including an overall aerial plan view of the planning area, urban design framework and “big moves” diagrams, block improvement diagrams, examples of potential infill block development patterns, and sketch-up model views that describe the plan's elements.

Our unique community engagement methods are being used to assist many of our clients in developing a true vision for their future. **As you discussed in the RFP, this is a priority of the town and we are fully supportive of this level of involvement.**



Approach

Our team, in partnership with Town leadership, stakeholders, and community guidance, will create an interactive approach that encourages collaboration among talents from disciplines such as urban design, city planning, neighborhood planning, landscape architecture, and environmental design. **We tackle complex multi-faceted challenges by focusing on solutions that address the issues that arise when growth begins to create disconnection and lack of sustainability.** These disciplines are melded and coordinated with the cutting edge thinking of urbanism, sociology, economics, and human behavior, for an approach that is dedicated to supporting the needs of today's rural towns.

Our team strives to re-connect people's inherent longing to engage in the process of discovering their place through a collaborative process. The result of this collaboration is a sense of belonging that enhances quality of life and property values, challenges the status quo of suburban growth patterns, and functions in concert with the Town's historic context by increasing economic vitality.

The single most important step in the development of a historically traditional mixed-use community is to listen to the community stakeholders to establish an initial mission, develop a program, identify catalytic opportunities, research funding sources, and plan for the ultimate implementation. Kimley-Horn has a track record of creating manageable implementation plans. Our team's work with and awareness of other rural communities facing similar challenges and opportunities as Johnstown has provided us with a strong background to address these important issues. This experience demonstrates our commitment to the making of place through creativity and inspiration, integrating with existing conditions, and being sensitive and responsive to economic and market conditions.

Project Understanding

Johnstown is Resilient, Johnstown is Vibrant, Johnstown is Connected

These are the themes the community embraced through the process of developing the Comprehensive Plan. The Comprehensive Plan applies a community development model that incorporates the following principles:

WHERE WE LIVE should be a safe and connected network of neighborhoods that offer all residents opportunities to live, work, and play in Johnstown.

WHERE WE WORK AND SHOP should capitalize on our historic downtown, agricultural heritage, and strategic location along I-25 to cultivate businesses that can offer diverse jobs and services—strengthening our community's resilience and maintaining our vibrant community character.

WHERE WE PLAY should incorporate natural and cultural values to develop and support year-round recreational opportunities that are inclusive of and accessible to all and that contribute to the health and well being of the growing, vibrant community.

HOW WE MOVE should rely on safe and inclusive multimodal transportation options that connect residents and visitors with each other and to jobs, services, and recreation opportunities within and beyond town boundaries.

HOW WE SERVE should provide an efficient and consistent level of public services and amenities that are conducive to making our town resilient, vibrant, and connected.

Project Approach

These guiding principles will lead us to propose a holistic approach to community revitalization focused on mixed-income housing, educational opportunities, health and wellness, transportation access, jobs and job training, recreational opportunities, and commercial investment. In 1902 when Harvey Parish first platted the town of Johnstown and named the community after his son, he was committed to a vibrant and accessible community based on access to commerce through the railroad. He knew that for a community to survive and prosper, neighborhoods needed to be connected and walkable, providing public gathering spaces within walking distance of every home. Thus, he included the first public square now known as Parish Park. The 1902 plan also understood the value of accessibility to goods and services and introduced a commercial main street now known as Parish Avenue. Today, the Town is under pressure from outside commercial sources that threaten the vibrancy of the main street corridor. We are a team along with town leadership, stakeholders, merchants, and residents that is poised to address these issues and to build upon the legacy set by Harvey more than 120 years ago.

The Downtown Johnstown Plan will investigate new infill development opportunities, a new and enhanced public realm, and an inclusive, historically contextual walkable neighborhood pattern. We will offer catalytic investment recommendations to enhance and preserve the local entrepreneurial spirit of commercial and business opportunities that are abundant in any thriving main-street-focused community.

The Downtown Johnstown Plan offers an opportunity to strengthen the community through a collective vision, and to serve as the basis for determining the future development feasibility of the North Parish Avenue Corridor, as well as the integration and development of the land to the north and east. With a strong history of being the social and cultural hub of the community, the downtown planning project possesses the ability to defend a united neighborhood business core rooted in the values of the community. A successful cultural core should accommodate a balanced mix of uses and spaces that meet the needs of residents, workers, and visitors.

In 2007, the Town engaged a consultant to study the downtown area who offered 12 recommendations as exhibited in the document page to the right. One of the most notable of these recommendations is associated with realigning Parish Avenue north of the Central Business District away from the railroad tracks to allow for better land use for redevelopment on the Reider & Held properties.

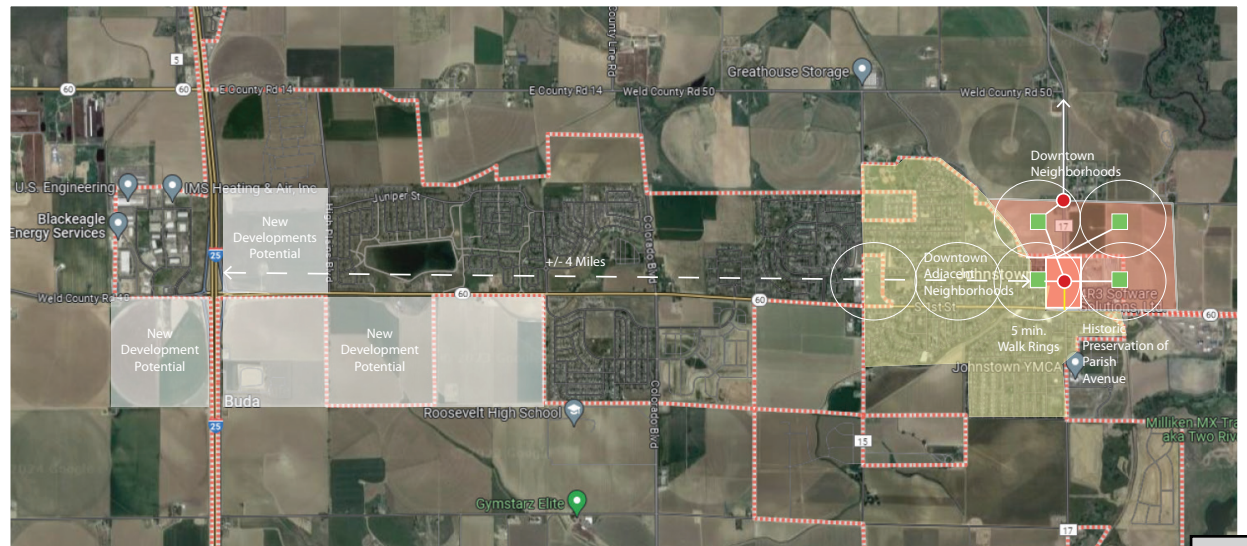
The diagram exhibit below right represents an illustration of the initial impressions of a driving site tour taken by the Kimley-Horn team prior to the submission of our proposal. As you exit I-25 at CO-60 (1st Street), it becomes clear that large format suburban retail developments are present on both sides of the freeway and may have an impact on the downtown core.

As you drive along CO-60, headed east toward the transition to 1st Street, many subdivisions have been built and are currently underway that add to the suburban residential neighborhood character that dominates the approximately four-mile drive and first impression of a visitor to historic downtown Johnstown. Much of the Town's agricultural character has been lost to these subdivisions. As you approach Parish Avenue the historic context of Harvey Parish's original plan starts to emerge, and you can feel the strong character of the downtown adjacent neighborhoods.

As you turn north on Parish Avenue, the historic character of the street is welcoming and inviting. Much of the north/south traffic passes along this corridor and provides a challenge to the pedestrian experience. The remaining elements of the 1902 Plan are most visual in the existing Parish Park and the connections back to Parish Avenue. Moving north on Parish Avenue you begin to experience the adjacency of the railroad corridor that begins to be a strong separator between the community on the west from the east. An opportunity exists to further the ideas represented in the 1902 Plan that extends the existing block patterns and dimensions into the Reider & Held properties and offers the opportunity to develop a pattern of squares reminiscent of the original Harvey Parish Park.

3.2 Plan Details

1. Realign Parish Avenue north of the central business district away from the railroad tracks to allow for better land use for redevelopment.
2. Improvements to Parish Park, Sticker Stadium, and Pocket Park.
3. Consistent streetscape in the downtown area.
4. Close 1st Place and create an urban plaza for gathering.
5. Enhanced crosswalks at Parish Avenue and SH60, and Parish Avenue and Charlotte Street.
6. Midblock crossings with pedestrian-activated signals at critical locations.
7. Create gateways at the four edges of downtown to announce arrival.
8. Improve the alleys to the east and west of Parish in the central business district.
9. Redevelop existing Town Hall site into a vibrant arts and events center.
10. Improve pedestrian safety across canal along SH60.
11. Create signage program for downtown to direct people to parking and businesses.
12. Allow for transition to home businesses along Parish Avenue, SH60, and Rutherford Avenue.



The Johnstown business community serves as an asset for building a creative job sector that includes enhancing opportunities for small businesses to thrive, as well as incubating new businesses and food-and-beverage establishments that enhance not just adjacent neighborhoods, but the Town and region.

Furthermore, the public realm should be designed and programmed with both permanent and temporary uses, performing arts venues, festivals, fairs, movies in the park, art shows and installations, and exhibition spaces, so that it functions both as a community open space and as an economic generator.

Downtown must offer multiple transportation options. Downtown infrastructure improvements must be considered to create a balanced mobility strategy, including walking, biking, bus, and future transit service that may occur to and from Downtown. In the 2007 Downtown Plan, the community studied the potential of realigning Parish Avenue to move the road away from the railroad tracks and enhance the potential of a commercial corridor extension.

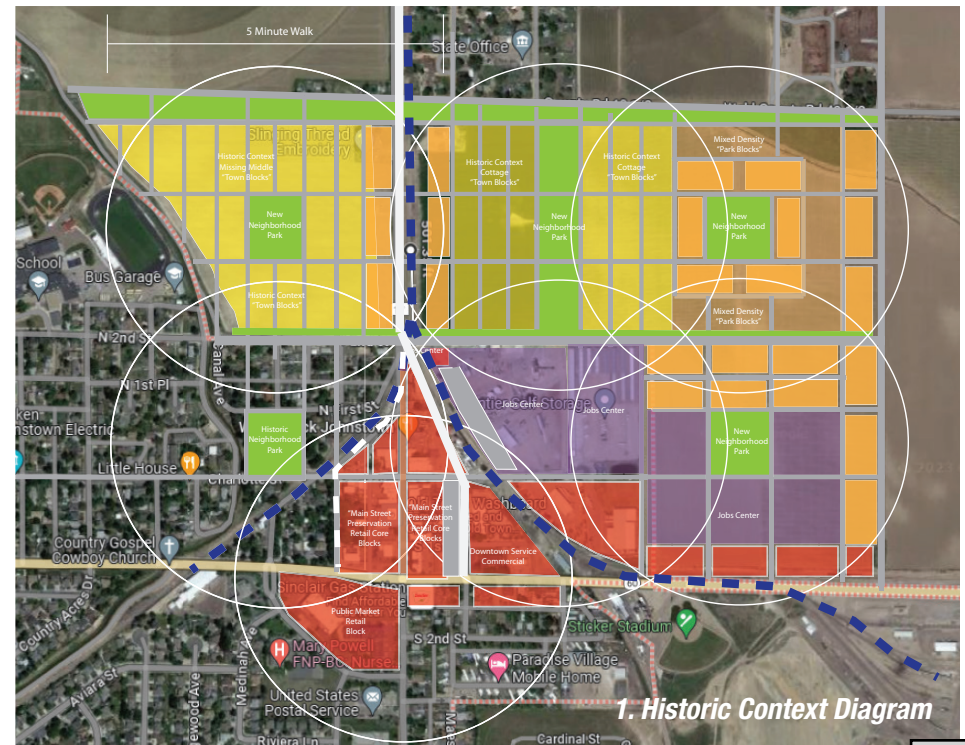
Making a shift on Parish Ave. and inserting the concept of four corners of public spaces to complement and expand upon the ideas developed out of the 1902 Plan, raises an additional consideration: a shift in the grid would allow for neighborhood diversity and interest to be incorporated into the community planning process.

We have begun the process of historical and current context investigation, analysis, and initial ideating during this proposal process; we will bring together a collective group of experts who will work together with the Town staff, community, and stakeholders in an efficient and passionate manner to deliver the results you desire through a timely and cost-effective process. The scope of work we have proposed is based on a proven process that has been successful for other municipalities and civic entities. The process will be tailored to the needs of the Johnstown community. We look forward to working with you and making all stakeholders part of the process.

Our team has worked on many similar projects across the United States, and we have seen that the success of active, urban spaces can be measured by the number of people they attract on a day-to-day basis. Using a mix of qualitative and quantitative analysis of the surrounding property uses and comparable public spaces, we will determine:

- ◆ An appropriate (and implementable) level of downtown user density that will make the downtown core a vibrant urban space
- ◆ The ideal size of the downtown public spaces
- ◆ The number of people that will be needed to make these spaces feel busy and active (the “target market share”)

The following three diagrams are initial impressions of how a variety of existing challenges and opportunities might be addressed as we begin the dialogue and outreach conversations with the community, stakeholders, and adjacent landowners on the Reider & Held properties. The concepts represented are first impressions and are not fully supported by the proposed project traffic, parking, and land use market analysis, but are merely snapshot ideas of things we saw as potential opportunities during our due-diligence site visit. They are also ideas that emerged from the historic research we did examining the past planning documents. The diagram below represents the concept of extending the Harvey Parish plan of block grid and neighborhood squares into the Reider & Held properties to provide a sense of historic context to future neighborhoods. The Town’s request in the RFP to address the potential positive impact of a bypass that allows a reduction of pass-through traffic along Parish Avenue is represented in a few conceptual paths in the diagram above. This diagram represents what may be possible if the existing Parish Avenue alignment adjacent to the railroad corridor were to be maintained.



1. Historic Context Diagram

After determining how many people are needed to generate necessary interest, we next need to figure out how we are going to get them into the spaces we create and encourage them to come back. We do this by creating a well-thought-out program of daily, weekly, and monthly activities and amenities. An intensive two-hour workshop with likely community partners and major stakeholders will allow our team to gather information on existing programming resources and also get feedback on ideas our team brings in from other, comparable projects.

Some of these ideas will be revenue-generating uses for the downtown core spaces. To avoid funding shortfalls, park managers need access to multiple revenue streams. After discussions with stakeholders and other knowledgeable experts, we will determine what revenue streams are practical to support the maintenance and operations of the downtown spaces and generate economic activity in the neighborhood more generally.

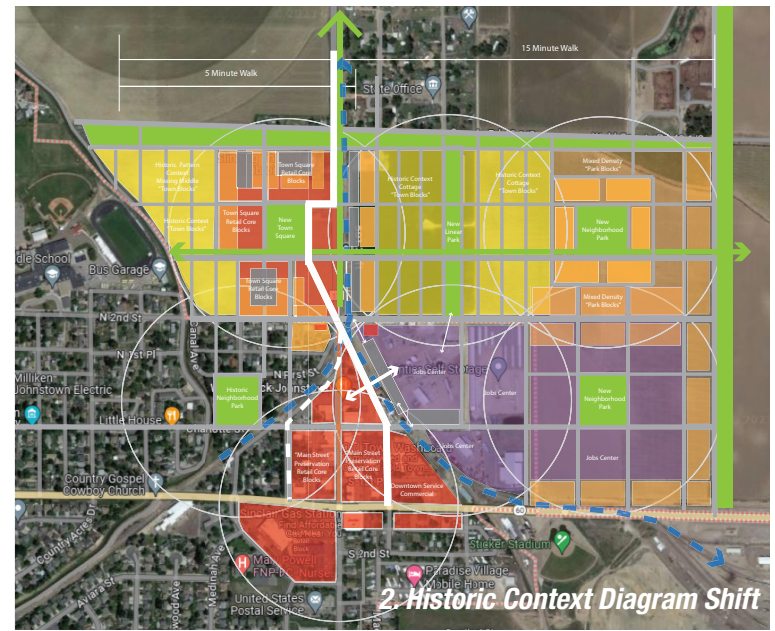
Scope of Services

Upon review of the RFP for the Downtown Johnstown Plan, the Kimley-Horn Team developed this expanded outline r proposed services. We welcome any suggestions to modify specific services to ensure we meet the vision, goals, and expectations for the project as we believe that successful results are derived from a positive process, where clients and citizens are fully engaged.

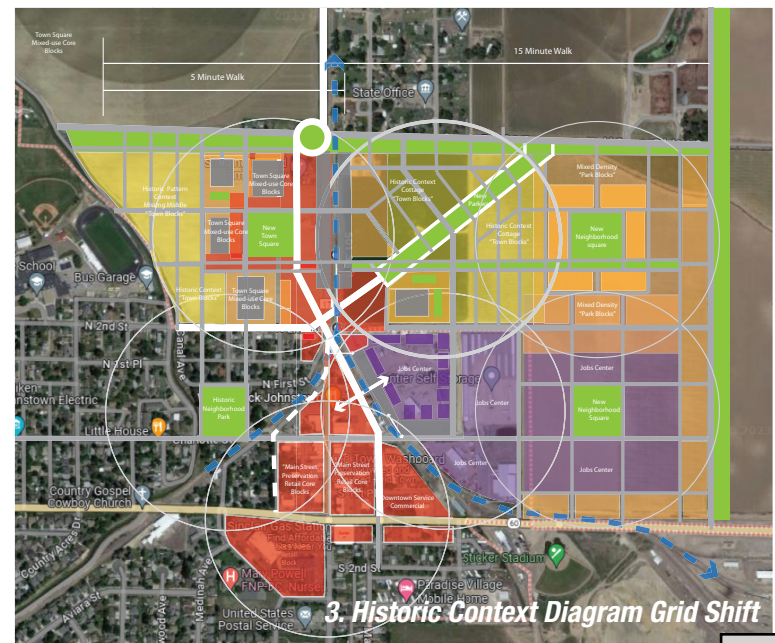
TASK I. Review and Analysis

The Kimley-Horn team will conduct analysis and review all information provided by the Town, including, but not limited to, all studies and plans related to the downtown area and the areas to the north and east of the current core area. This information will be utilized as the foundation of knowledge for the project and will be documented in a memorandum prior to the team assembling in Johnstown for the kickoff meeting. During this time, the team will obtain, from the Town, any relevant base exhibits, maps,

This diagram is an initial impression of ways to identify the potential of an improved commercial expansion north along an adjusted alignment of Parish Avenue away from the railroad corridor as was recommended in the 2007 Downtown Plan. A renewed alignment, along with the potential to create a new form of activated and programmed public space and Town Square, offers the opportunity to study the market acceptance of additional food and beverage offerings, entertainment uses, and mixed-use housing as requested in the RFP, for additional public spaces and outdoor dining.



This diagram builds upon all the study ideas generated in the previous diagrams to present an initial impression of ways to identify the potential of an improved intersection at 2nd Street and Parish Avenue. This intersection was initially recommended in the 2007 Downtown Plan and allows for a shift in the grid to provide additional interest and a block pattern. This form of a modified fan development recalls the town planning principles that were being implemented at the time of the original platting of the original community of Johnstown.



and digital information, such as existing street sections, that will aid in the preparation of site-specific deliverables.

Deliverables: Review and Analysis Memorandum

TASK II. Working Session

Our team will assemble in Johnstown, along with community, project leadership, and stakeholders to conduct a week-long working session with the Town, with the goal of producing the draft graphic products and deliverables for the Downtown Masterplan Project. Prior to traveling to Johnstown, the team will work with the Town to prepare all the necessary base maps, drawings, analog studies, and digital files to produce the necessary deliverables specified in this scope, and finalize the community engagement strategy to “meet people where they are.” The team will bring a picture database for precedent and character imagery to inform design decisions and convey ideas for final design recommendations. We anticipate the following schedule for the working session. During the session our team of experts will address the following items: Corridor Design; Land Use and Zoning; Economic Vitality; Infrastructure Assessment; and Public Realm Activation.



Day 1 – Kickoff Meeting & Field Review of Existing Conditions

To initialize the process, our team will participate in a project kickoff meeting with the Town, and key stakeholders. This vision setting session to define “Local Grows Here,” and how it applies to the Masterplan for downtown, will provide an opportunity for team members to discuss the findings from the Review and Analysis Memorandum from Task 1, ask questions, exchange information, and finalize goals and objectives. Following this meeting, the planning team, along with the Town, will conduct a walking and driving audit to develop a more extensive “on the ground” understanding of opportunities and constraints to formulate context driven design and feasibility solutions.

As part of the walking audit, the team will survey community members while gathering data on the existing urban design features for the downtown core and the study area through photo documentation and recording/ note taking. Urban design features include:

- ◆ road configurations
- ◆ site access
- ◆ sidewalk locations, conditions, and dimensions
- ◆ public pedestrian spaces
- ◆ street furnishings
- ◆ pedestrian crossings
- ◆ comfort, quality, and safety
- ◆ building setbacks
- ◆ land use mix
- ◆ building massing and densities fronting the focus area and corridor
- ◆ way finding and signage
- ◆ the location of bicycle lanes and trails
- ◆ existing parking facilities for vehicles and bicycles

As part of this urban design review, the team will review recent public improvements, if applicable, to understand successes and/or failures that might inform decisions within the focus areas. We will document existing infrastructure, cultural, commercial and residential assets throughout the day.

Day 2 – Field Observations and Data Collection

The team will continue conducting the field observation and data collection from Day 1. We will arrange interviews for the second half of Day 1 and all of Day 2 with key stakeholders to verify the location and quantity of the acreage of the site, and to identify technical, regulatory, and policy issues or constraints that impact those sites, such as clearance and safety zones, building height limitations, and use restrictions. We will also have a two hour intensive workshop with appropriate stakeholders focused on programming and activating public spaces led by Richard Flierl and the planning team members. Upon completion of the field observations and data collection, the team will conduct a client design charette to develop a cohesive vision from the town, other partner agencies, merchants, and key stakeholders for downtown. We will discuss the adjacent sites and the Parish Ave. corridor in finite detail, utilizing imagery, drawings, and other metrics to define physical design concepts, available market data, feasibility opportunities and concerns, existing assets, and development opportunities.

Days 3 and 4 – Production of Final Analytical and Graphic Materials

Following the client design charette, our team will begin to produce the final graphic exhibits, proformas, strategies, and text to articulate the feasibility recommendations for the Downtown Plan. The team will provide before and after visualizations, utilizing photographs taken from the field observation to show existing conditions and 3D Sketch-Up massing models articulating design concept(s), urban design improvements and amenities, and best practices.

recommendations. During this production process, the Town will be able to continually interface with our team to ensure the final products and designs meet the needs for the community.

Day 5 - Production and Presentation of Draft Report to the Town

The Kimley-Horn team will utilize the morning of the final day to prepare a conceptual level draft downtown master plan which we will present to the Town and other stakeholders in the afternoon. We will discuss areas of refinement for the final draft of the report with the Town after the presentation.

Deliverables:

Draft hand-drawn conceptual Downtown Master Plan drawings to include:

- ◆ Land Use and Development Plan
 - ◆ Corridor Design
 - ◆ Land Use and Zoning
- ◆ Broad Overview Market Analysis
 - ◆ Economic Vitality
- ◆ Best Practices Recommendations
- ◆ Park Program and Management Strategy
 - ◆ Public Realm Activation
- ◆ Infrastructure Improvement Plan with Cost Estimates
 - ◆ Infrastructure Assessment

- ◆ Traffic Analysis for Rerouting of Parish Avenue
 - ◆ The Town to provide traffic counts and previous traffic analysis for use by our team
- ◆ Parking Analysis
 - ◆ The Town to provide downtown parking counts and future parking expectation numbers for use by our team

TASK III: Final Written Report

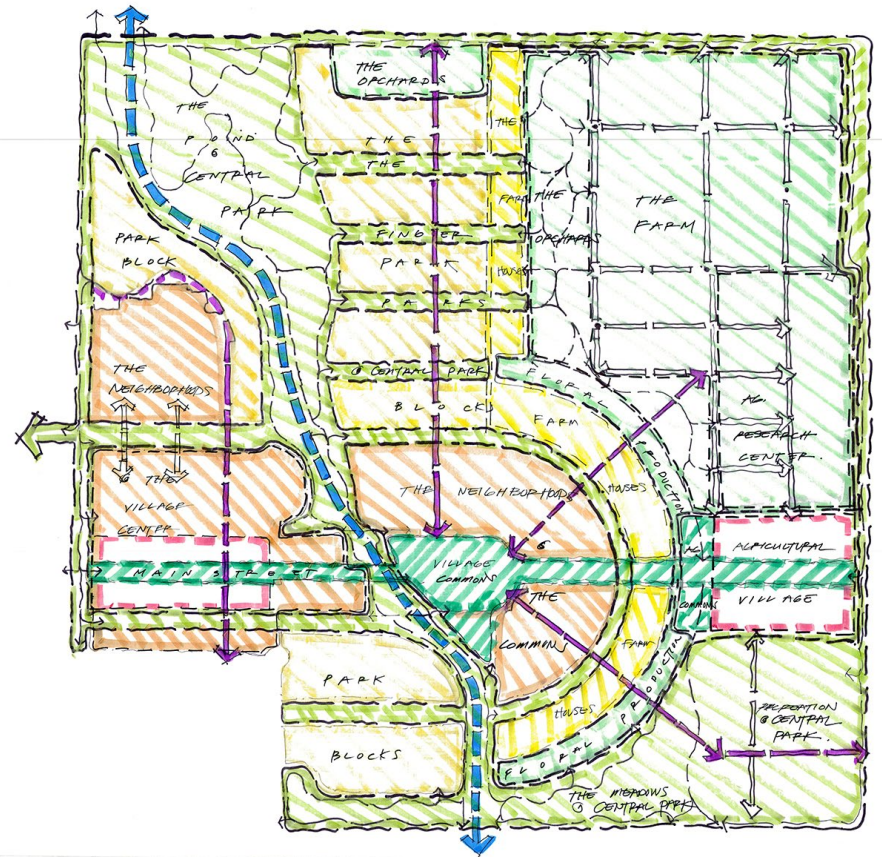
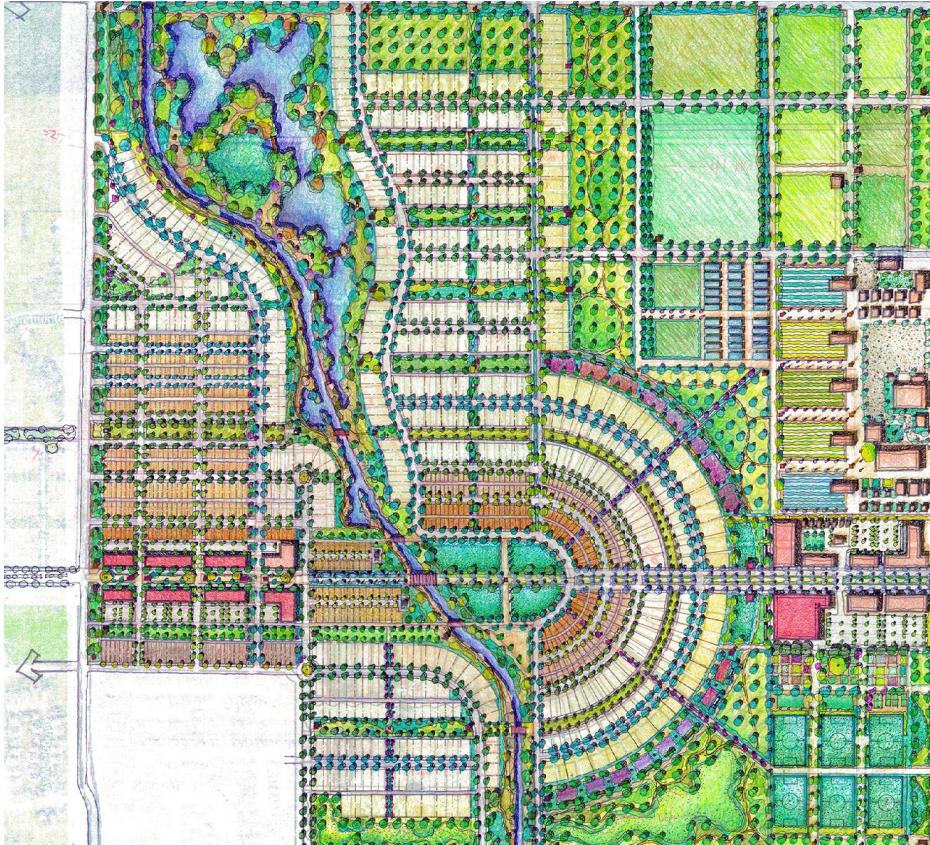
The Kimley-Horn team will return to our offices and complete the final written report based on the analysis, graphics, and feedback from the first two tasks. We will deliver the report to the Town based on the schedule included on page 20.

Deliverables:

Final Report to Include:

- ◆ Land Use and Development Plan
- ◆ Target Market Share Study
- ◆ Best Practices Recommendations
- ◆ Preliminary Programming Schedule
- ◆ Feasibility of Acquisition Analysis
- ◆ Utilization Analysis of Assets
- ◆ Revenue Plan for the Focus Area
- ◆ Infrastructure Improvement Plan with Cost Estimates





The Villages on Water’s Edge Development Plan*

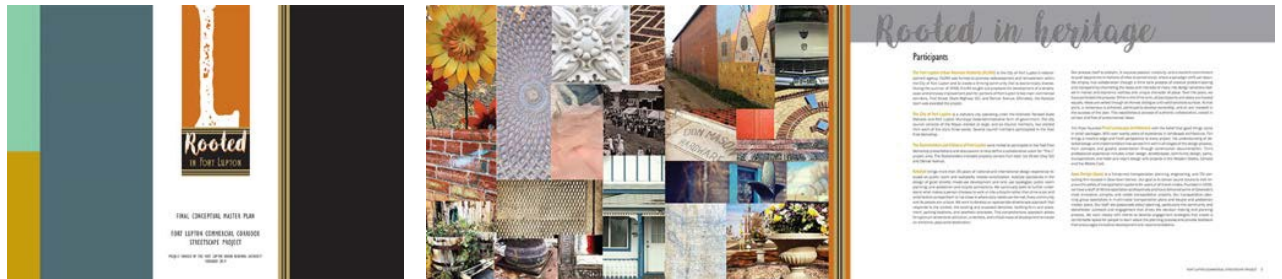
Fort Collins, CO

The Villages on Water’s Edge Development Plan is an urban infill master planned community, master development, and environmental sustainability strategy for an existing sod farm in northern Fort Collins, Colorado. As part of an intensive public sector staff level workshop and outreach, the plan focuses on strengthening the connection between the development to the east and west of the existing irrigation ditch. The plan consists of several redevelopment areas: Village Square Area, the core development area around Village Square—a new urban park; Central Park, an enhancement of the irrigation ditch into an environmental center; Urban Farm, a 300-acre working center for urban agriculture; Main Street, a mixed-use town center with both market rate and senior housing adjacent to the town green; Urban Mosaic, an eclectic mix of neighborhoods at varying densities; and Farm and Market, which includes existing and new farm buildings converted to a 100-acre urban park and a series of farm buildings converted to an indoor/outdoor farmer’s market.

*Project led by Richard Flierl as a principal with a previous firm.

Water’s Edge Development

W.E. “Bill” Swalling, *President, General Partner*
Actual Communities, Inc.
303.949.2629



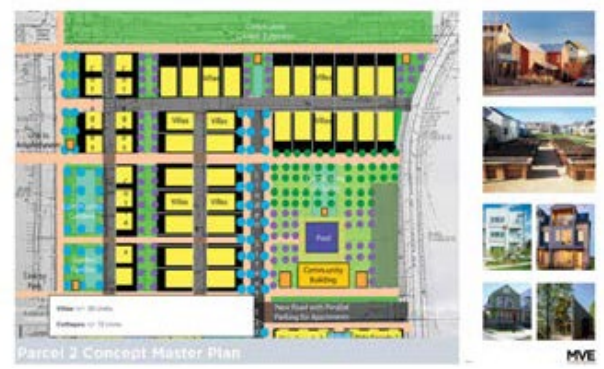
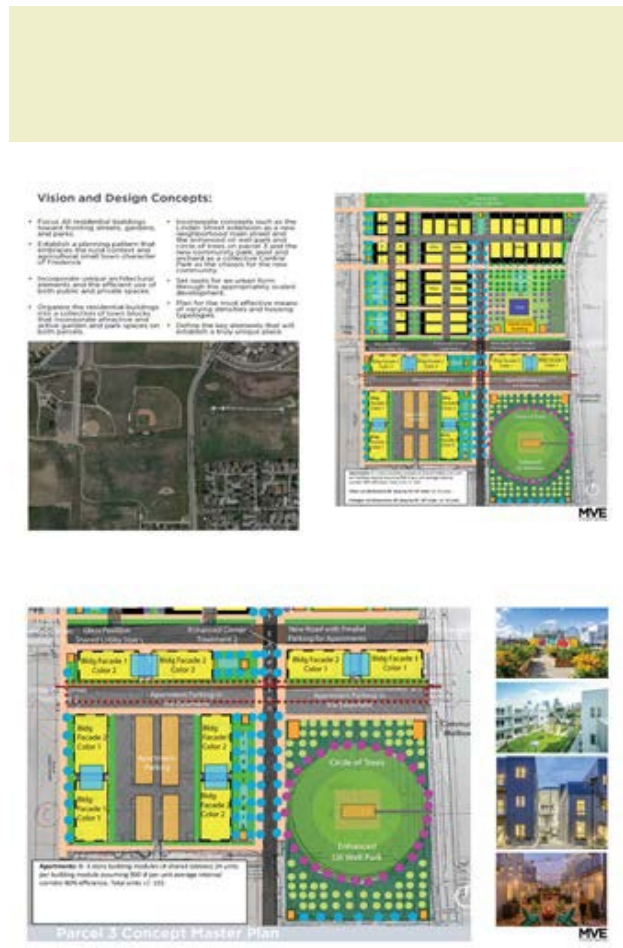
Charrette Process Downtown Fort Lupton*

Fort Lupton, CO

Richard's team utilized a public charrette collaboration between the Fort Lupton Urban Renewal Authority, the City, business owners along the corridors, and community residents to set the stage for the public realm visioning of this two-mile corridor in the heart of a historic Colorado agricultural town. This way, all voices could be heard, and creative solutions could be reached through consensus, dialogue, and transparency. With intensive effort, a vision was determined. The plan came to life through a series of temporary, catalytic moves that were evaluated for success before the implementation of a permanent solution.

**Project led by Richard Flierl as a principal with a previous firm.*

Fort Lupton
 Alyssa Knutson, *City Liaison*
 Fort Lupton Urban Renewal Authority
 303.857.6694



Carriage Hills Downtown Frederick Mixed-Use/Housing*

Frederick, CO

The Carriage Hills charrette set the stage for this mixed-use development at the gateway intersection of Frederick Way and Ninth Street in downtown Frederick, Colorado. It comprises 190 at-grade surface-parked multifamily units and 10,000 square feet of retail and amenity space within a three-story Type 5 (wood-framed) building with adjacent surface parking. In addition to the multifamily buildings, the plan includes 100 mixed-density single-family and townhouse village units. Residential amenities include a street-level lounge, co-working business center, fitness center, pool, spa, and an indoor/outdoor roof terrace with sweeping views of the Rocky Mountains and the agricultural prairie beyond.

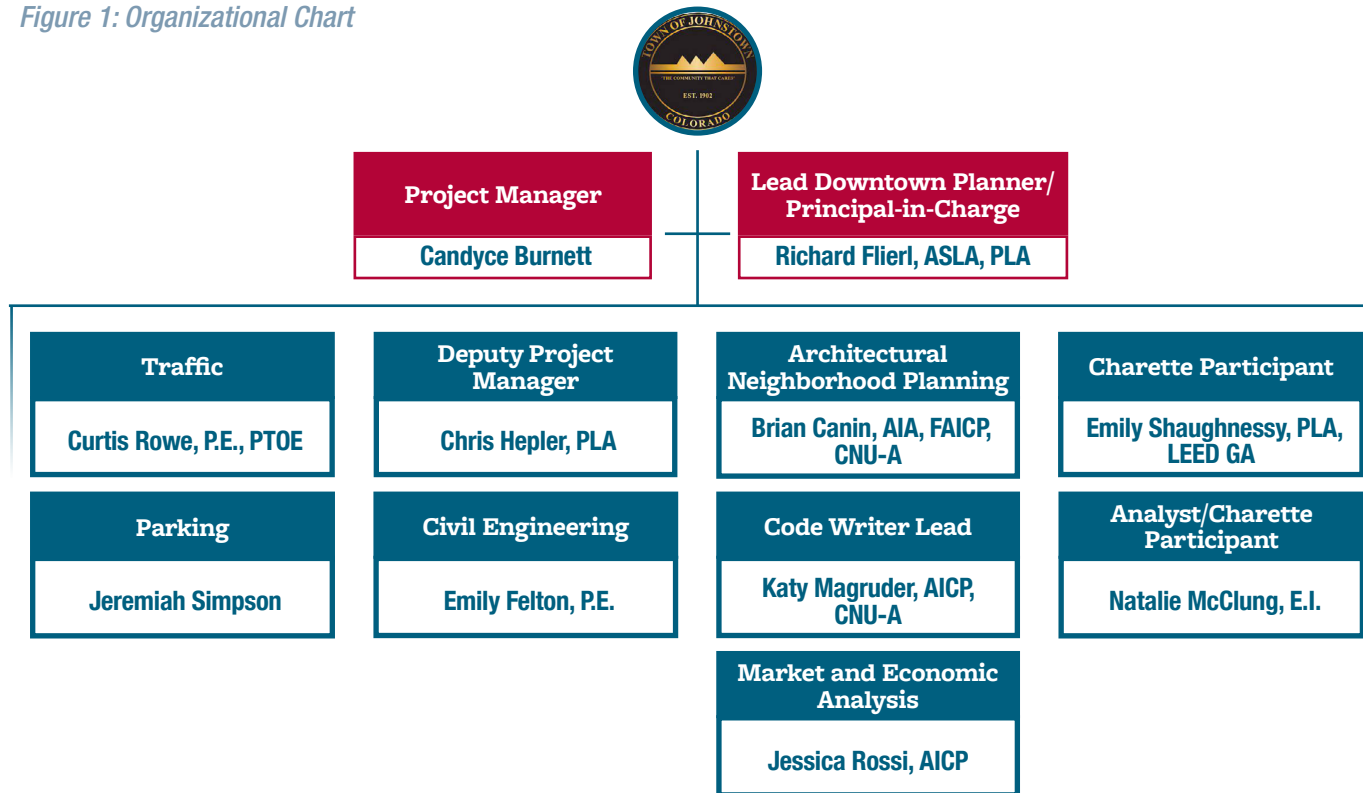
*Project led by Richard Flierl as a principal with a previous firm.

Carriage Hills
 Dirk Beck, *Director of Development and Construction*
 Pensam Capital
 720.335.2949

ORGANIZATIONAL CHART AND ASSIGNED PERSONNEL

The organizational chart below (Figure 1) shows our team members and how we envision working with the Town—each is an equal and integral part of the process, and each is responsible for providing the best possible outcome for this critical project. We will perform all services for this project with our in-house Kimley-Horn personnel. **Resumes for each team member are on the following pages.**

Figure 1: Organizational Chart





EDUCATION

- B.S., Landscape Horticulture; Concentration: Landscape Design and Construction, Colorado State University

PROFESSIONAL LICENSES

- PLA in CO (#LA 0000507), CA, GA, NC, TX, and UT

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects (ASLA)
- Downtown Denver Partnership - Public Realm Council, Member
- The Congress for New Urbanism (CNU), Member
- Urban Land Institute (ULI)
- NAIOP
- Council of Landscape Architects Review Board (CLARB)

Richard Flierl, ASLA, PLA

Principal-in-Charge/Lead Downtown Planner

Richard brings 38 years of national and international expertise to design leadership, strategic marketing, and project management, as a design principal and studio leader. His sensitive approach focuses on interaction through collaboration with clients and fellow professionals representing the disciplines of architecture, urban design, landscape architecture, engineering, and interior design. Richard brings open-minded thinking to each idea. His creative problem-solving ability and transparent process bring together the ideas and interests of clients, stakeholders, and the community alike. Within this context, he crafts a path to design rooted in market and economic reality while fulfilling the contextual passion unique to each place and its citizens.

Project Experience

Memphis Main Street Development Plan* — Memphis, TN

The Memphis Main Street Development Plan is a six-block stretch of Main Street linking the Civic Center Plaza in the north to Beale Street, a major entertainment destination in the south. The plan recommends developing a residential and retail program to infuse activity into the district, emphasize better utilizing the trolley, and link the corridor to all the cultural assets and districts in the downtown area.

Lake Elsinore Downtown Master Plan* — Lake Elsinore, CA

Richard was the Principal-in-Charge for the Lake Elsinore Downtown Master Plan. He and the team created a vision, form-based code and guidelines for the creation of revitalized downtown area. Main Street, as the “great street” of downtown, became the organizing element for creating five walkable districts: Gateway District, Garden District, Cultural District, Historic District, and Waterfront District.

Downtown Raleigh “Five in 5” Vision Master Plan* — Raleigh, NC

Richard was the Principal-in-Charge for the Downtown Raleigh planning process that began with a four-day workshop. During this workshop, Richard and the team crafted goals and guiding principles, driven by the citizens, to generate the vision for the city’s heart. Establishing five goals to be completed in five years – the “Five in 5” – gives focus to the future work: reopening the Fayetteville Street Mall; build the Convention Center; build a Convention Center hotel; attract a major corporate headquarters; and add urban housing. The plan sets a framework for improving the pedestrian environment of downtown by connecting existing and emerging neighborhoods to Fayetteville Street. This framework further studies the conversion of east/west streets to two-way streets, investigating federal funding, and connecting to transit with pedestrian linkages. The opening of Fayetteville Street, known as North Carolina’s Main Street, was transformational for downtown investment.

Downtown Savannah/Ellis Square* — Savannah, GA

Richard led the Ellis Square Charette process that brought together city officials, citizens, and professional designers to determine the concept for the future of Ellis Square. The process defined a mission to reestablish Ellis Square as a connective, pedestrian-friendly, sustainable, public destination for the citizens of Savannah.

*Prior to joining Kimley Horn



Candyce Burnett

Project Manager

Candyce has more than 25 years of planning and California Environmental Quality Act (CEQA) experience in San Bernardino, Riverside, and Los Angeles Counties in California and in Northern Colorado, including five years in a leadership role as a Planning Manager and City Planner. Candyce is a strong community planning and social services professional that has a strong record of serving clients and collaborating with public sector stakeholders through all phases of entitlement and project development. Her experience includes leadership and support for Public Engagement and outreach, Environmental/CEQA analysis, General Plan and Housing Element Updates, Specific Plan and code amendments, land use planning, Environmental Justice compliance, and historic preservation projects. Her work has also included current and advanced planning, legislative and policy analysis, sustainability plans, programs and grants, mixed-use, and transit-oriented development planning.

EDUCATION

- B.S., Urban and Regional Planning, California State Polytechnic University, Pomona

Project Experience

City of Del Mar, Sixth Cycle Housing Element Update — *Del Mar, CA*

Kimley-Horn supported the City of Del Mar in preparing an EIR for a housing element update to the City's General Plan. The City faces challenges in identifying and accommodating additional housing development for its growing population, particularly for affordable housing units, due to historic land use patterns, high land and housing costs, and scarcity of vacant land. Kimley-Horn supported the City with preparation of the EIR including identifying and prioritizing candidate sites, performing stakeholder engagement and public outreach, and helping the City navigate State-mandates and local desires to implement the housing element update.

Additional Project Experience

North Fontana Multi-Family Development — *Fontana, CA*

City of Longmont, CO- North Longmont Annexation, Development Plan and Entitlements — *Longmont, CO*

County of San Bernardino, Glen Helen Oasis Specific Plan Amendment and Planned Development Plan — *San Bernardino, CA*

City of Menifee, General Plan Update including Housing Element, Safety Element, Environmental Justice, Public Engagement, and EIR — *Menifee, CA*

County of San Bernardino, CA- Hume Lake, Hume SoCal Campground Expansion Project Master Plan, Planned Development Permit and EIR — *San Bernardino, CA*

City of Rialto, CA- Lytle Creek Ranch Specific Plan Amendment and EIR — *Rialto, CA*

Industrial VI Enterprises, LLC, Speedway Commerce Center EIR, Annexation, and Entitlements — *Rancho Cucamonga, CA*

City of Rancho Cucamonga, Panattoni Industrial Project EIR — *Rancho Cucamonga, CA*

Lennar Homes, Inland Empire, Sobrato Planned Unit Development (PUD), Addendum EIR, and Entitlement — *Fontana CA*

Lennar Homes, Inland Empire, Citrus West Specific Plan Amendment and Addendum EIR — *Fontana CA*



Chris Hepler, PLA

Deputy Project Manager

Chris is a landscape architect with over 10 years of diversified experience working with public and private clients across the United States. His work includes park conceptual design and master planning, wayfinding/signage design, urban plaza design, and project implementation, including urban design, high-rise hotels and resort projects, streetscape, large-scale commercial, and high-end residential. Chris has provided site design, graphic design, 3D modeling and visualization, irrigation design, tree preservation, construction document preparation, cost estimating, and project management. He has extensive experience in managing multi-disciplinary teams on a wide variety of project types.

EDUCATION

- B.S., Landscape Architecture, The Ohio State University

PROFESSIONAL LICENSES

- PLA in CO (#0001331), NM, and UT

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects

Project Experience

- **Reed Avenue Rail Corridor** — *Cheyenne, WY*
- **Lake Havasu Downtown Design Guidelines** — *Lake Havasu, AZ*
- **Mile High Greyhound Park** — *Commerce City, CO*
- **Parker Road Mixed Use** — *Parker, CO*
- **WoodSpring Suites** — *Broomfield, CO*
- **Colfax and Havana Irrigation Improvements** — *Aurora, CO*
- **CSM Urban Plaza** — *Golden, CO*
- **The Cameron** — *Denver, CO*
- **CBI Forensic Lab** — *Lakewood, CO*
- **Denargo Market Apartments Phases 3 and 4** — *Denver, CO*
- **Lakewood Suites Multifamily** — *Lakewood, CO*
- **Diagonal Crossing** — *Boulder, CO*



Brian Canin, AIA, FAICP, CNU-A

Architectural Neighborhood Planning

Brian is recognized regionally and nationally for his leadership and commitment to planning and urban design and is sought after for his ability to find creative solutions to complex challenges. For over 40 years, Brian has focused on creating sustainable communities through urban design and creative placemaking. His combined talents have created award-winning, enduring communities with a unique sense of place.

EDUCATION

- Master of Architecture, Harvard Graduate School of Design, Urban Design (MAUD)
- Bachelor of Architecture, University of the Witwatersrand

PROFESSIONAL LICENSES

- AICP (#001939)
- Registered Architect in FL and TN

PROFESSIONAL MEMBERSHIPS

- American Planning Association
- American Institute of Architects
- Congress for New Urbanism
- Florida Planning and Zoning Association

Project Experience

- **Sustanee Community** — *Orange County, FL*
- **Titusville Comprehensive Plan and Land Development Code Update** — *Titusville, FL*
- **Edgewater Downtown Vision Plan and CRA Plan Update** — *Edgewater, FL*
- **Seminole County Land Development Code Update** — *Seminole County, FL*
- **Orange Code*** — *Orange County, FL*
- **Town of Windermere Vision Plan*** — *Windermere, FL*
- **Envision Destin*** — *FL*
- **The Village of Estero*** — *Lee County, FL*
- **Winter Park*** — *West Fairbanks District, FL*
- **Titusville Tomorrow*** — *Titusville, FL*
- **Winter Park Form Based Code*** — *FL*
- **Envision Edgewater*** — *Edgewater, FL*

*Prior to joining Kimley-Horn



JESSICA ROSSI, AICP

Market and Economic Analysis

With more than 20 years of real estate market research, planning, and public engagement experience, Jessica brings a comprehensive perspective to all consulting assignments. She works on various visioning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues. As a national resource for the firm, Jessica's leadership has guided high-quality and innovative planning strategies grounded in a market reality.

EDUCATION

- M.A., Community and Regional Planning, University of Rhode Island
- B.A., Environmental Studies and Political Science, Alfred University

PROFESSIONAL LICENSES

- AICP (#164330)

PROFESSIONAL MEMBERSHIPS

- American Planning Association (APA), Member

Project Experience

- **Highlands County Housing Study** — *Highlands County, FL*
- **Missing Middle Housing Supply and Demand Study** — *Charlotte, NC*
- **Affordable Housing Development Evaluation** — *National City, CA*
- **Eastern Region Military Housing Options Study** — *Jacksonville, NC*
- **Community-Wide Market-Rate Apartment Demand Assessment** — *Greenville, NC*
- **For-Sale and Rental Housing Assessment** — *Lakeland, FL*
- **Demographic and Housing Forecasts** — *Mooresville, NC*
- **Transit Oriented Development Site Market Analysis** — *Farmington, UT*



KATY MAGRUDER, AICP, CNU-A

Code Writer Lead

Katy is an accomplished urban planner with expertise in infill and redevelopment strategies, placemaking initiatives, master planning, creating specialized plans and overlays, and drafting land development codes. With a stint in residential development, Katy brings an awareness of the impacts of various regulations on developers and balances private developer needs with the public good. She is passionate about enhancing urban spaces, helping to ensure safe streets for bicyclists and pedestrians, and promoting sustainable, vibrant urban communities.

EDUCATION

- M.S., Planning in Civic Urbanism, Rollins College Hamilton Holt School
- B.A., Environmental Studies, Elon University

PROFESSIONAL LICENSES

- AICP (#33438)
- Congress of New Urbanism Accredited (CNU-A)

PROFESSIONAL MEMBERSHIPS

- Congress of New Urbanism

Project Experience

- **Orange Code And Vision 2050** — *Orange County, FL*
- **Land Development Code (LDC) Update** — *Titusville, FL*
- **Comprehensive Plan** — *Seminole County, FL*
- **LDC Update** — *Oviedo, FL*
- **Multiplex, Multifamily, and Accessory Dwelling Units (ADUs)-Related LDC Section Development** — *Orlando, FL*
- **The Packing District*** — *Orlando, FL*

*Prior to joining Kimley-Horn



Jeremiah Simpson

Parking

Jeremiah is an experienced planning professional with 22 years of consulting experience specializing in parking and multimodal planning for both public- and private-sector clients. He began his career in 2001 performing parking studies in the Los Angeles region and has been based out of Denver since 2005. Several of Jeremiah’s high-profile projects include the Parking and Transportation Demand Management (TDM) Plan for the ongoing redevelopment at the National Western Stock Show, and a Parking Pricing Technical Assessment for Denver’s Regional Transit District (RTD) to look at the potential impacts of expanding their paid parking program to include most park-and-ride users.

EDUCATION

- B.A., English, University of California, Davis

Project Experience

- **Wonderblock, Mixed-Use Development** — *Ogden, UT*
- **Colorado State University TDM Master Plan** — *Fort Collins, CO*
- **Missing Middle Housing Supply and Demand Study** — *Charlotte, NC*
- **UCHealth, Traffic Flow Consulting for Anschutz Campus** — *Aurora, CO*
- **Highland Park Village Parking Management** — *Dalls, TX*
- **Waco Downtown Implementation Strategy** — *Waco, TX*
- **Arvada TDM Implementation Plan** — *Arvada, CO*
- **City of Hastings, TPMP** — *Hastings, NE*
- **Dallas Strategic Mobility Plan** — *Dallas, TX*
- **Summit County Regional Parking Needs** — *Summit County, UT*



Curtis Rowe, P.E., PTOE

Traffic

With 30 years of experience, Curtis has served as project manager on a variety of traffic engineering projects for public- and private-sector clients. He has performed traffic impact studies, corridor studies, traffic signal design, access and circulation studies, intersection capacity analysis, safety studies, traffic signal warrant studies, roundabout design, signing and marking, ITS design, transportation planning, and TDM program design. His project experience includes CDOT traffic and safety studies; ITS designs for Wyoming DOT; and transportation master plans for Fort Carson, Buckley Air Force Base, Elbert County, Colorado State University, University of Northern Colorado, and Colorado School of Mines.

EDUCATION

- M.S., Civil and Environmental Engineering, University of Nevada, Las Vegas
- B.S., Civil Engineering, University of Nevada, Las Vegas

PROFESSIONAL LICENSES

- P.E. in CO (#PE3655), ID, KS, MT, NE, UT, WY
- PTOE (#555)

PROFESSIONAL MEMBERSHIPS

- Institute of Transportation Engineers

Project Experience

- **Colorado State University, Transportation Studies** — *Fort Collins, CO*
- **Fox North Mixed-Use Redevelopment** — *Denver, CO*
- **Loveland Intersection Designs** — *Loveland, CO*
- **Lafayette Intersection Designs** — *Lafayette, CO*
- **Platte Avenue Corridor Study** — *Colorado Springs, CO*
- **University of Colorado, Anschutz TIA** — *Boulder, CO*
- **Elbert County, Master Transportation Plan** — *Elbert County, CO*
- **Cheyenne MPO, Parsley Blvd Corridor Plan** — *Cheyenne, WY*
- **Traffic Signal Designs** — *City and County of Denver, CO*
- **Aurora I-225 and Alameda Widening** — *Aurora, CO*
- **Town of Estes Park, Downtown Parking Plan** — *Estes Park, CO*



Emily Felton, P.E.

Civil Engineering

Emily is a project manager with 10 years of experience working with public agencies and private land developers. Her background includes a variety of projects encompassing public works, traffic signal design, traffic studies, parking studies, roadway design, pedestrian and bike improvements, public outreach, stormwater management, erosion control, commercial and private land development, hydrology, utility and drainage design, and site design. Emily continues to develop and refine her civil engineering technical skills by working on a vast array of unique and challenging projects across various civil disciplines throughout the Front Range and into the Rockies. Emily's ability to support her peers and maintain consistent high quality and timely deliverables makes her an invaluable member of the project team.

EDUCATION

- B.S., Civil Engineering, Purdue University

PROFESSIONAL LICENSES

- P.E. in CO (#0054609) and WY

Project Experience

9+CO, 9th and Colorado Mixed-Use Redevelopment — *Denver, CO*

Simon Property Group, Denver Premium Outlets — *Thornton, CO*

CDOT, Wolf Creek Sand Storage — *South Fort, CO*

CCD Lawrence and Arapahoe Protected Bike Lanes 2018 Update — *Denver, CO*

Aurora Affordable House — *Aurora, CO*

City and County of Denver (CCD), 20th & Chestnut Parking Lot — *Denver, CO*

CCD On-Call Traffic Engineering Services 2013-2016 — *Denver, CO*

City of Colorado Springs, Colorado Avenue Road Diet Plan — *Colorado Springs, CO*

Town of Castle Rock, Festival Park Expansion — *Castle Rock, CO*



Emily Shaughnessy, PLA, LEED GA

Charette Participant

Emily is a landscape architect with more than 10 years of experience working with both public and private clients across the Midwest. Working in Texas for four years gave her experience with projects ranging from single-family, medical office buildings, small- and large-scale commercial, data centers, and park and playground design. Her recent project experience in Colorado includes medical campus design, single-family lotting, multi-family amenity deck design, and streetscape design. Emily has provided planting design, tree preservation and mitigation, conceptual and schematic entry monumentation, construction document preparation, irrigation design, cost estimating, and graphic rendering..

EDUCATION

- Bachelor of Landscape Architecture, Iowa State University

PROFESSIONAL LICENSES

- PLA in CO (#1321)
- LEED Green Associate (#10971387)

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects

Project Experience

Colorado Springs Downtown Gateway — *Colorado Springs, CO*

Compass and Morgan Hill Parks Master Plan — *Erie, CO*

Aberdeen Ridge — *Colorado Springs, CO*

Arapahoe Community College Collaboration Campus — *Castle Rock, CO*

Argyle Residential, Denargo Market Phase 3 — *Denver, CO*

UCHealth, Tower 3 Expansion — *Aurora, CO*

CCD Bible Park Playground Renovations — *Denver, CO*

Hospital Corporation of America (HCA), Centennial Medical Plaza Renovation — *Centennial, CO*

CDOT, Aeronautics Colorado Aviation System Plan and Economic Impact Study — *Statewide, CO*

City of Salida, Parks, Recreation, Trails and Open Space Master Plan Update 2019 — *Salida, CO*

FEE

Cost and schedule are inherently tied to people. Our best cost and schedule control resources—our staff—have several tools to help control cost and schedule. Project manager Richard Flierl has the experience to develop appropriate targets, tailor a suitable course of action, and provide timely decision-making for unexpected challenges. Our team has carefully developed a cost proposal that will fit the needs of the Town. Our task breakdown (shown below in Figure 3) aligns with the goals outlined in the RFP and the tasks described in our Approach.

Figure 3: Estimated Budget/Fee Breakdown

Name	Category/Title	Richard Flierl	Candyce Burnett	Brian Canin	Emily Felton	Jeremy Simpson	Curtis Rowe	Jessica Rossi	TOTAL HOURS	TOTAL FEE	
		Principal	Project Manager/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I			Support Staff
		Billing Rate									
Task 1	Review and Analysis/Project Management	2	2	--	1	6	6	2	8	27	\$6,094
1.1	Gather/Analyze information Provided by Town	2	2	--	1	6	6	2	--		
Task 1.B	Project Commencement	22	3	0	0	19	34	30	4	112	\$27,545
1.1	Commencement Meetings with the Town	20	2	--	--	4	4	--	--	30	\$8,133
1.2	Memorandum Summary/Market analysis	2	1	--	--	15	30	30	4	82	\$19,412
Task 2	Community Engagement/Charette	56	52	0	0	2	2	8	50	170	\$40,544
2.1	Community Advisory Committee	8	4	--	--	--	--	--	--	12	\$3,375
2.2	Stakeholder Interviews	4	4	--	--	--	--	--	--	8	\$2,284
2.3	Charette Prep	4	4	--	--	2	2	--	10	22	\$4,725
2.4	Charette Week	40	40	--	--	--	--	8	40	128	\$30,160
Task 3	Final Written Report	14	12	2	2	10	18	12	49	119	\$25,292
3.1	Report Writing	2	4	1	--	8	8	12	9	44	\$10,092
3.2	Graphic Production	4	--	--	--	--	--	--	40	44	\$6,691
3.3	Land Use and Circulation Alternatives	4	4	1	--	--	8	--	--	17	\$4,629
3.4	Presentation of Land Use and Circulation Alternatives	4	4	--	--	2	2	--	--	12	\$3,325
3.5	Infrastructure Development and Services Plan	--	--	--	2	--	--	--	--	2	\$555
	Total Hours	94	69	2	3	37	60	52	111	428	
	Subtotal Labor	\$25,629	\$20,585	\$693	\$833	\$10,026	\$14,986	\$11,182	\$15,540		\$99,474
	Other Direct Costs										
	Travel										
	Printing	\$400									\$400
	TOTAL COST:										\$99,974

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 5th day of February 2024 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Kimley-Horn and Associates, Inc, a North Carolina corporation (“Contractor”) (collectively, the “Parties”).

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

WHEREAS, the Parties wish to memorialize their contractual relationship.

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

SECTION 1: PARTIES

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

1.02 Contractor. Contractor has the background, experience and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided, the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

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

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2024, and shall not extend beyond that date absent the written approval of the Town.

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

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

SECTION 3: OPERATIONS

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

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable published federal, state, and municipal laws and regulations and rules in effect at the time the Services are performed.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

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

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

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

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor’s exercise of its activities under by this Agreement. Subject to the limitations in Colorado Revised Statutes Section 13-50.5-102, Contractor agrees that it will at all times indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys’ fees), arising from or related to loss or damage to property or injury to or death to any persons to the extent caused by the negligent actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor’s activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause,

by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately. Upon termination, Contractor will be paid for all undisputed invoice amounts. The Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the Town.

SECTION 6: INDEPENDENT CONTRACTOR

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

SECTION 7: NOTICE

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

TO THE TOWN:
 Town of Johnstown
 Attn: Town Clerk
 450 S. Parish Avenue
 Johnstown, CO 80534
 Email: mlecerf@johnstownco.gov

TO CONTRACTOR:
 Kimley-Horn and Associates, Inc
 Attn: John Heiberger
 6200 S. Syracuse Way #300
 Greenwood Village, CO 80111
 Email: john.heiberger@kimley-horn.com

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

SECTION 8: MISCELLANEOUS

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

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

8.03 Force Majeure. Notwithstanding any other provision of this Agreement, the Contractor shall not have liability or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Town, third parties, or governmental agencies.

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

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

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

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

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

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

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to

mediation prior to commencing legal action and shall equally share the cost of the mediation.

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Matthew LeCerf, Town Manager

Kimley-Horn and Associates, Inc.

By: John Heiberger
Name: John Heiberger

Title: Associate and employee duly authorized to bind Kimley-Horn and Associates, Inc.

STATE OF COLORADO)
) ss

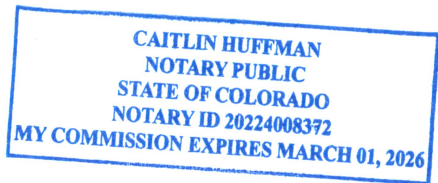
COUNTY OF DENVER)
Arapahoe

SUBSCRIBED AND SWORN to before me this 30th day of January, 2024, by John Heiberger as an associate and authorized employee of Kimley-Horn and Associates.

WITNESS my hand and official seal.

My commission expires: March 1, 2026

Caitlin Huffman
Notary Public



**EXHIBIT A
SERVICES**

[Attached]



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REQUEST FOR PROPOSALS

TITLE:

Downtown Johnstown Masterplan Project

ISSUED ON:

Thursday, December 14, 2024

PROPOSALS DUE:

Thursday, January 18, 2024, at 5 PM (MT)



CONTACT:

Sarah Crosthwaite
Economic Development Manager
970-578-9612
SCrosthwaite@Johnstownco.gov



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BACKGROUND:

Downtown Johnstown is in central Johnstown, Colorado, adjacent to the Hwy-60 corridor and 2 miles east of I-25. The project area covers approximately 240 acres including recently annexed property to the north of Parish Avenue/County Road 17. The urban core proper consists of approximately two blocks of retail and service-based businesses along Parish Avenue.

Downtown Johnstown is regarded as the heart of the community and over the last couple of years major investments have been made to reenergize the corridor. Those efforts include the following:

- Primary investor and sponsor of the Johnstown Downtown Development Association (JDDA)
- Completion of the Downtown Branding & Wayfinding Plan which established a downtown brand and design of wayfinding signage including an implementation plan
- Phase 1 of the downtown wayfinding signage plan with Phase 2 expected to start early 2024
- West Parish Avenue alleyway improvements to start early 2024
- Downtown Colorado Inc. (DCI) Cohort Program to establish a redevelopment strategy for existing brownfield sites in downtown, report to be completed early to mid-2024

PROJECT SUMMARY & ISSUES:

The Town of Johnstown is seeking a qualified professional planning firm or consultant to facilitate a community planning process that culminates in the development of a master plan for Downtown Johnstown. The project and final draft of the Downtown Master Plan must be completed and adopted by Town Council no later than July 31, 2024. Firms should not respond if they are unable to meet that deadline as the Town plans to issue a financial feasibility study of the downtown corridor in 2024 which is predicated on the downtown masterplan.

The Town has identified the downtown corridor as a mixed-used activity center within the 2021 adopted Comprehensive Plan. Based on the adopted plan the goal is to “expand the extents of downtown as development and redevelopment near the current core area is proposed, utilizing more urban design standards to encourage an active streetscape and mix of uses”. Planning for future uses and redevelopment in this area is a high priority for the Town since potential development projects are being contemplated. The Town has identified the following issues which should be addressed within the final master plan document:

- Need for a unified vision for downtown that incorporates the newly adopted downtown brand and wayfinding signage
- Physical expansion of downtown, including incremental redevelopment of industrial park and development of newly annexed parcels
- Parking system management
 - Identification of short-, medium-, long-term parking
 - Current and future parking supply/inventory

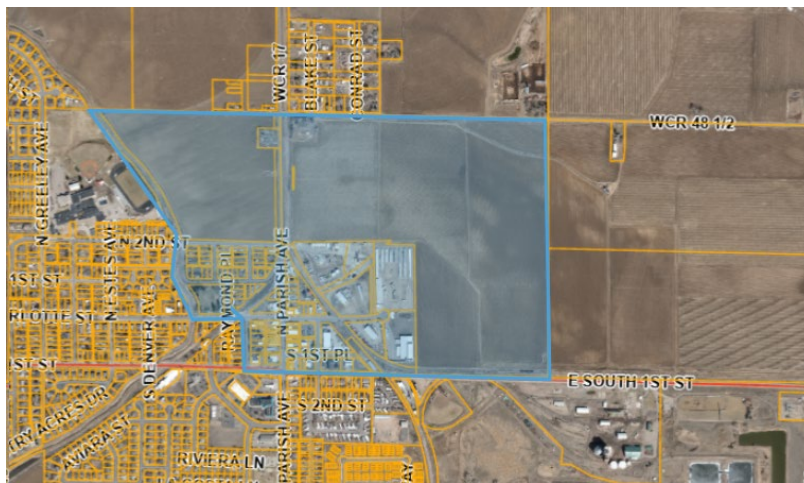


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- Aging streetscape / streetscapes not conducive to downtown expansion
- Lack of public spaces downtown
- Lack of outdoor dining
- Lack of pedestrian safety and connectivity
- Event management
- Attraction of retail and entertainment-based businesses that activate the corridor for daytime and nighttime use
- Improvements to East Parish Avenue alleyway
- Creating a traffic detour to minimize heavy vehicle traffic on Parish Avenue

SITE DESCRIPTION:

The exhibit below describes the proposed downtown boundary of the project and will be part of the downtown master plan. Minor changes are expected during the planning stages of the project.



The exhibit below describes the newly annexed property north of Parish Avenue (known collectively as Reidler & Held Property)





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SCOPE OF WORK:

- 1) **Project Management:** It is intended that consultant(s) will lead the overall project to ensure that the project objectives are met. However, Town Staff shall support consultant(s) in all aspects of the project. Staff will provide continuous updates to key stakeholders. Additionally, staff will assist in facilitating interactions with appropriate, elected, and appointed officials, internal Town departments, external groups, and other key stakeholders.
- 2) **Public Participation Plan:** The consultant(s) shall be responsible for developing a comprehensive participation program that encompasses the public and stakeholders and incorporates local knowledge and experience. Key to the development and success of the plan, the consultant(s) must facilitate participation and interaction of all stakeholders. The participatory process must also be creatively designed to seek out and involve residents and other stakeholders that are unlikely to participate in a standard workshop style community engagement process. Additionally, the process must ensure that participation is reflective of both the current and future residents. The overall goal of the participatory process is to increase the ownership of the final product. The public participation plan will follow a **“meeting people where they are”** strategy.

Public participation conceptual elements will be developed by the selected consultant. The various design elements will be presented to the community to measure the receptivity to the design features under consideration. These conceptual elements will be modified as necessary, based on feedback from the stakeholders. In addition, data will be gathered and presented as needed to supplement the conceptual elements.

- 3) **Vision and Goal Setting:** The consultant(s) will work with the Town and project stakeholders in developing a broadly supported and achievable vision of the long-term future design and character of the Downtown. The vision and goals should support the newly adopted Downtown Brand and tagline *“Local Grows Here”*.
- 4) **Planning Elements:** At a minimum, the selected firm will be responsible for the following items:
 - Design and Corridor: standards, maps, and renderings of streetscapes and high priority properties.
 - Land Use/Zoning: zoning code language and criteria, creation of potential districts (potentially expanding/reducing districts and district areas), uses allowed, and development process.
 - Economic Vitality: development and review of economic development incentives, business recruitment and retention practices.
 - Infrastructure Assessment: review of current downtown infrastructure to include sidewalks, bicycle facilities, parking, waste collections, water, telecom, electric and gas.



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- **Activation:** ideas and visual concepts for increasing the activation of downtown gather spaces/civic plazas, sidewalks, and storefronts; including building facades, streetscapes, private signage, pedestrian access, parking, and other public amenities.

A final recommendation for a land use plan and highly schematic downtown master plan with associated improvements, implementation strategy and timeline, and potential project cost will be developed by the selected consultant with input from staff at the conclusion of the public participation process. This plan will be presented to the Town Council for adoption; the consultants' presence at one or more of these meetings will be expected.

FOR REFERENCE:

It is highly recommended that interested firms and/or consultants review the following document and webpages to better understand the community and current downtown initiatives.

- Johnstown Downtown Development Association Website
 - <https://www.visitdowntownjohnstown.com/>
- Town of Johnstown Parish Alleyway Improvements Website
 - <https://johnstown.colorado.gov/parish-alleyway-improvements>
- Town of Johnstown Downtown Branding Guide & Action Plan
 - <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:3fcf352c-ed89-3542-a759-73843b972db5>
- Town of Johnstown Downtown Signage Designs
 - <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:1926ed6e-7f1a-3a86-bf76-394025a4c32a>

PRE-BID MEETING:

A virtual pre-bid meeting is tentatively scheduled for Tuesday, January 9, 2024, at 1 PM (MT), interested firms are recommended to attend to ensure any inquiries or questions are answered regarding the project and RFP. Town staff will provide the link to the virtual pre-bid meeting should it be requested by the firm and/or contractors. The pre-bid meeting link will also be made available on the Town's RFP page prior to the meeting date. johnstown.colorado.gov/bidsrfps

All inquiries to be directed to Sarah Crosthwaite, Economic Development Manager
SCrosthwaite@Johnstownco.gov | 970-578-9612

SUBMISSION:

All proposals are due by Thursday, January 18, 2024, at 5 PM (MT) to: Sarah Crosthwaite, Economic Development Manager; SCrosthwaite@Johnstownco.gov

Use Subject Line: Johnstown Downtown Master Plan – *FIRM NAME*



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OR

Submitted electronically through the Town's WeTransfer document transfer solution found at johnstownco.wetransfer.com. Please include in the "message" section: Johnstown Downtown Master Plan – *Firm Name*

The Town will respond with an email that the submittal has been received as part of the submittal deadline.

SUBMISSION REQUIREMENTS:

The proposal response should be succinct, and display accurately the capabilities, knowledge, experience, and capacity of the respondent to meet the requirements of the project and the RFP. Respondents are encouraged to utilize methods they consider appropriate in communicating the required information. At a minimum, this will include submission of the information requested below:

- Firm description
- Project team and resumes for each team member
- Relevant experience/projects with references (3 required)
- Preliminary project timeline that ensures completion by July 31, 2024
- Professional fee to complete the work as described. Fees shall include all tasks and staffing necessary to complete the project as outlined above and within your submittal proposal. All reimbursable expenses shall be included in this fee.
- FORM: **PDF ONLY**, *proposal should be no more than 20 pages.*

AWARD PROCESS:

The Town will select and notify the firm/contractor no later than Friday, January 26, 2024. The Town Council will officially consider/award the contract during the Town Council meeting on February 5, 2024, at 7pm (MT). It is expected that the selected firm/contractor be in attendance.

GENERAL:

This RFP does not commit the Town to award a contract nor pay any costs incurred in the preparation of the RFP response. The Town reserves the right to extend the deadline, accept or reject any or all proposals received, negotiate with any qualified firm, and/or cancel or modify this RFP without notice or penalty.

The Town reserves the right to review and approve/disapprove of all key staff and sub-consultant substitutions or removals and may consider such changes not approved to be a breach of contract.

DOWNTOWNS MATTER

“Downtown is important because it’s the heart and soul of any community. If you don’t have a healthy downtown, you simply don’t have a healthy town.”

~ Ed McMahon, *Chair Emeritus,*
National Main Street Center Board of Directors

Proposal for the

DOWNTOWN JOHNSTOWN MASTERPLAN PROJECT

January 18, 2024

January 18, 2024

Town of Johnstown, Colorado
 Attn: Sarah Crosthwaite
 Economic Development Manager

Kimley-Horn

6200 S. Syracuse Way #300
 Greenwood Village, CO 80111

RE: PROPOSAL FOR THE DOWNTOWN JOHNSTOWN MASTERPLAN PROJECT

Dear Sarah and Members of the Selection Committee,

Pursuant to your Request for Proposals (RFP), Kimley-Horn respectfully submits these qualifications to serve as the Design Professional responsible for providing professional services for a Master Plan effort for Downtown Johnstown. The Kimley-Horn team is pleased to have this opportunity to work with you and the rest of the stakeholder team. These qualifications are based on a general understanding of the project in response to your RFP. Our response includes a Cover Letter, Firm Description, Master Plan Approach and Understanding, Initial Analysis Diagramming, Scope of Services, Project Experience, Team Organization and Resumes, Timeline, and Fees. The Town of Johnstown (Town) intentionally committed to strategic and thoughtful growth that considers environmental, economic, and social implications of the current growth patterns Downtown, and the opportunity to set a vision for how the Town responds to them.

In taking this step to create a Downtown Master Plan, together, we will guide the next generation of development within the town. We welcome the opportunity to collaborate with you and the community through this effort. We bring you experience, knowledge, and passion towards historic downtown development planning and implementation. **We will engage with you to provide the energy, ability, and experience in prioritizing specific development patterns, that will compliment rather than compete with the successful components of the Town today.** Our team is comprised of both local and national experts, who are working on downtown projects of many different scales. The leadership of this team is Colorado-based and committed to Johnstown's success. We are an innovative team, and we believe that by bringing the best master planning experts to the table, the Town will have a unique opportunity to discover new solutions to realize profound and appropriate development patterns for downtown and the surrounding development parcels.

Our knowledge of the Colorado Front Range market and our current research efforts have led us to an understanding that the Town of Johnstown holds a front seat view of the key to the continued economic success of the historic downtown. Thus, we have formed this internal team to bring you the depth and experience, passion, and commitment of experts to implement your vision. Our team has begun the planning process by studying

the existing conditions, past planning efforts, and offering some initial thoughts in diagram form (see pages 4-6) to catalyze the next level of conversations.

We will think beyond the boundaries of the study area to understand the broader impact that suburban development patterns may have area-wide. We will embrace the ability for Downtown to be the catalyst for quality growth in the future. We will work with you to create distinction between each of the stakeholders and provide the solutions necessary to resolve potential impediments to success.

Through our in-house team members' vast experience in land planning we will evaluate the site with the understanding of the latest costs and methods of public execution of the plan. Our team is well-equipped to perform each aspect of the tasks in your described scope. **Our team includes our Colorado-based planning team:** Richard Flierl (Principal-in-Charge and the Planning Team leader), Candyce Burnett (Project Manager and small town planning expert), Chris Hepler (Landscape Architecture), Brian Canin (Urban Design), Jeremiah Simpson (Parking), Curtis Rowe (Traffic), and Emily Felton (Infrastructure). We have also included our national market analysis expert, Jessica Rossi.

We appreciate the opportunity to submit this proposal for your consideration. Randall Phelps will be the signatory for Kimley-Horn and is authorized to bind the team to the contents of this proposal and to negotiate contracts on behalf of the firm. If you have any questions, please contact us. We look forward to the opportunity to meet in person and discuss our ideas and approach for this project.

Sincerely,
KIMLEY-HORN



Richard Flierl, ASLA
 Principal-in-Charge
 richard.flierl@kimley-horn.com
 303.481.0448



Randall J. Phelps, P.E., LEED AP
 Vice President, Authorized Signer
 randall.phelps@kimley-horn.com
 303.228.2336

FIRM DESCRIPTION

Kimley-Horn Firm Overview

With Kimley-Horn, your best interest will always be the focus of our efforts. Our long history of successful projects—efficiently managed from inception through facility dedication—is your assurance that Kimley-Horn will assist you throughout the development process and provide the right design solutions. Our goal is to consistently create value for our clients, which is true of Downtown Johnstown.

As a full-service consulting firm, we can provide you with a full range of land development services, including comprehensive engineering, planning, environmental, public outreach, and transportation services. This full-service offering gives you the comfort of knowing that a wide range of activities is all under the management and quality control of one firm—meaning less coordination needed to achieve project goals, better decisions, better communication, increased productivity, and quicker, more accurate project deliverables that are consistent with your needs.

Master Planning Approach

Inventory and Analysis

In the master planning process, the Kimley-Horn team assesses existing conditions, projects future needs, and determines deficiencies.

Needs Assessment/Issue Identification

Your project will benefit from our familiarity with local policies and procedures. Kimley-Horn has been involved with several master planning projects in Colorado, and Natalie McClung, an analyst on our team, is a resident of Johnstown. We understand the sensitive nature of community improvements within existing urban areas, and we know the local project stakeholders and community must be thoroughly informed and supportive of the project. Kimley-Horn's proven approach to master planning results in both consensus building and project support with all stakeholders. Our unique methods are being used to assist many of our clients in developing a true vision for their future.

Schematic Master Plan

Kimley-Horn will develop a schematic master plan after a preliminary evaluation of the project.

Implementation Program

Kimley-Horn team will develop a master plan that enhances the vision of the community, and we will support it with a comprehensive and financially realistic implementation program. This program will contain the following information:

- ◆ Specific tasks necessary to implement the design
- ◆ Opinions of probable construction costs separated by individual component and phase
- ◆ Prioritized proposed acquisition sites
- ◆ Potential funding sources

Community Engagement

Our team will collaborate with Johnstown staff to lead the public engagement process. All participants will be encouraged to understand the analysis and site conditions better. The team will listen and engage. Participants will be asked to dream big, critique and debate, draw, color, and present ideas in an open and safe environment. The team will prepare final graphics, including an overall aerial plan view of the planning area, urban design framework and “big moves” diagrams, block improvement diagrams, examples of potential infill block development patterns, and sketch-up model views that describe the plan's elements.

Our unique community engagement methods are being used to assist many of our clients in developing a true vision for their future. **As you discussed in the RFP, this is a priority of the town and we are fully supportive of this level of involvement.**



Approach

Our team, in partnership with Town leadership, stakeholders, and community guidance, will create an interactive approach that encourages collaboration among talents from disciplines such as urban design, city planning, neighborhood planning, landscape architecture, and environmental design. **We tackle complex multi-faceted challenges by focusing on solutions that address the issues that arise when growth begins to create disconnection and lack of sustainability.** These disciplines are melded and coordinated with the cutting edge thinking of urbanism, sociology, economics, and human behavior, for an approach that is dedicated to supporting the needs of today's rural towns.

Our team strives to re-connect people's inherent longing to engage in the process of discovering their place through a collaborative process. The result of this collaboration is a sense of belonging that enhances quality of life and property values, challenges the status quo of suburban growth patterns, and functions in concert with the Town's historic context by increasing economic vitality.

The single most important step in the development of a historically traditional mixed-use community is to listen to the community stakeholders to establish an initial mission, develop a program, identify catalytic opportunities, research funding sources, and plan for the ultimate implementation. Kimley-Horn has a track record of creating manageable implementation plans. Our team's work with and awareness of other rural communities facing similar challenges and opportunities as Johnstown has provided us with a strong background to address these important issues. This experience demonstrates our commitment to the making of place through creativity and inspiration, integrating with existing conditions, and being sensitive and responsive to economic and market conditions.

Project Understanding

Johnstown is Resilient, Johnstown is Vibrant, Johnstown is Connected

These are the themes the community embraced through the process of developing the Comprehensive Plan. The Comprehensive Plan applies a community development model that incorporates the following principles:

WHERE WE LIVE should be a safe and connected network of neighborhoods that offer all residents opportunities to live, work, and play in Johnstown.

WHERE WE WORK AND SHOP should capitalize on our historic downtown, agricultural heritage, and strategic location along I-25 to cultivate businesses that can offer diverse jobs and services—strengthening our community's resilience and maintaining our vibrant community character.

WHERE WE PLAY should incorporate natural and cultural values to develop and support year-round recreational opportunities that are inclusive of and accessible to all and that contribute to the health and well being of the growing, vibrant community.

HOW WE MOVE should rely on safe and inclusive multimodal transportation options that connect residents and visitors with each other and to jobs, services, and recreation opportunities within and beyond town boundaries.

HOW WE SERVE should provide an efficient and consistent level of public services and amenities that are conducive to making our town resilient, vibrant, and connected.

Project Approach

These guiding principles will lead us to propose a holistic approach to community revitalization focused on mixed-income housing, educational opportunities, health and wellness, transportation access, jobs and job training, recreational opportunities, and commercial investment. In 1902 when Harvey Parish first platted the town of Johnstown and named the community after his son, he was committed to a vibrant and accessible community based on access to commerce through the railroad. He knew that for a community to survive and prosper, neighborhoods needed to be connected and walkable, providing public gathering spaces within walking distance of every home. Thus, he included the first public square now known as Parish Park. The 1902 plan also understood the value of accessibility to goods and services and introduced a commercial main street now known as Parish Avenue. Today, the Town is under pressure from outside commercial sources that threaten the vibrancy of the main street corridor. We are a team along with town leadership, stakeholders, merchants, and residents that is poised to address these issues and to build upon the legacy set by Harvey more than 120 years ago.

The Downtown Johnstown Plan will investigate new infill development opportunities, a new and enhanced public realm, and an inclusive, historically contextual walkable neighborhood pattern. We will offer catalytic investment recommendations to enhance and preserve the local entrepreneurial spirit of commercial and business opportunities that are abundant in any thriving main-street-focused community.

The Downtown Johnstown Plan offers an opportunity to strengthen the community through a collective vision, and to serve as the basis for determining the future development feasibility of the North Parish Avenue Corridor, as well as the integration and development of the land to the north and east. With a strong history of being the social and cultural hub of the community, the downtown planning project possesses the ability to defend a united neighborhood business core rooted in the values of the community. A successful cultural core should accommodate a balanced mix of uses and spaces that meet the needs of residents, workers, and visitors.

In 2007, the Town engaged a consultant to study the downtown area who offered 12 recommendations as exhibited in the document page to the right. One of the most notable of these recommendations is associated with realigning Parish Avenue north of the Central Business District away from the railroad tracks to allow for better land use for redevelopment on the Reider & Held properties.

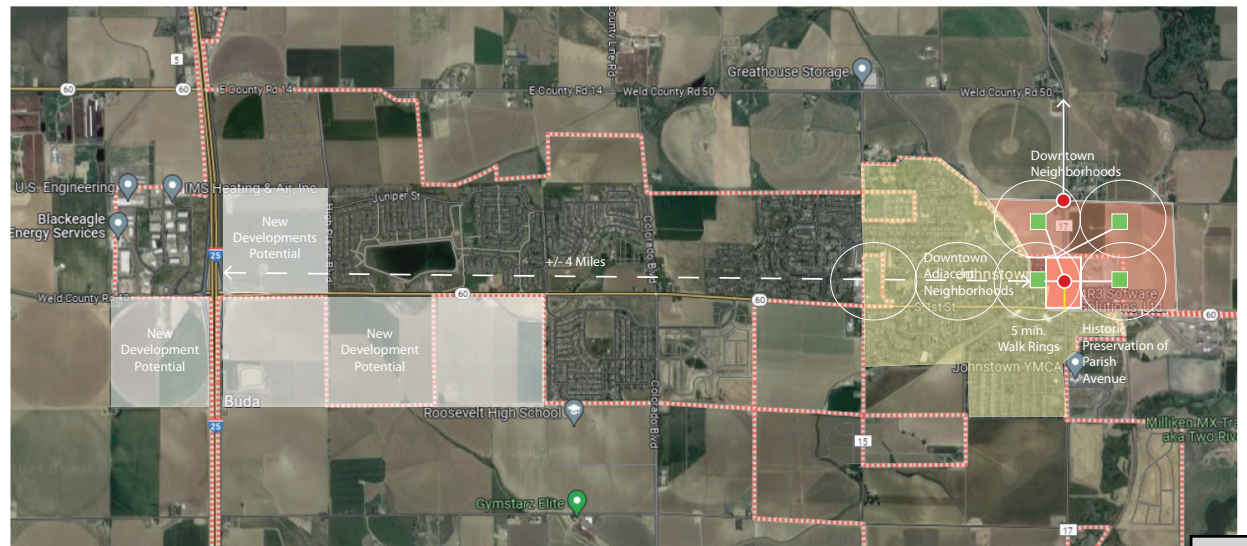
The diagram exhibit below right represents an illustration of the initial impressions of a driving site tour taken by the Kimley-Horn team prior to the submission of our proposal. As you exit I-25 at CO-60 (1st Street), it becomes clear that large format suburban retail developments are present on both sides of the freeway and may have an impact on the downtown core.

As you drive along CO-60, headed east toward the transition to 1st Street, many subdivisions have been built and are currently underway that add to the suburban residential neighborhood character that dominates the approximately four-mile drive and first impression of a visitor to historic downtown Johnstown. Much of the Town's agricultural character has been lost to these subdivisions. As you approach Parish Avenue the historic context of Harvey Parish's original plan starts to emerge, and you can feel the strong character of the downtown adjacent neighborhoods.

As you turn north on Parish Avenue, the historic character of the street is welcoming and inviting. Much of the north/south traffic passes along this corridor and provides a challenge to the pedestrian experience. The remaining elements of the 1902 Plan are most visual in the existing Parish Park and the connections back to Parish Avenue. Moving north on Parish Avenue you begin to experience the adjacency of the railroad corridor that begins to be a strong separator between the community on the west from the east. An opportunity exists to further the ideas represented in the 1902 Plan that extends the existing block patterns and dimensions into the Reider & Held properties and offers the opportunity to develop a pattern of squares reminiscent of the original Harvey Parish Park.

3.2 Plan Details

1. Realign Parish Avenue north of the central business district away from the railroad tracks to allow for better land use for redevelopment.
2. Improvements to Parish Park, Sticker Stadium, and Pocket Park.
3. Consistent streetscape in the downtown area.
4. Close 1st Place and create an urban plaza for gathering.
5. Enhanced crosswalks at Parish Avenue and SH60, and Parish Avenue and Charlotte Street.
6. Midblock crossings with pedestrian-activated signals at critical locations.
7. Create gateways at the four edges of downtown to announce arrival.
8. Improve the alleys to the east and west of Parish in the central business district.
9. Redevelop existing Town Hall site into a vibrant arts and events center.
10. Improve pedestrian safety across canal along SH60.
11. Create signage program for downtown to direct people to parking and businesses.
12. Allow for transition to home businesses along Parish Avenue, SH60, and Rutherford Avenue.



The Johnstown business community serves as an asset for building a creative job sector that includes enhancing opportunities for small businesses to thrive, as well as incubating new businesses and food-and-beverage establishments that enhance not just adjacent neighborhoods, but the Town and region.

Furthermore, the public realm should be designed and programmed with both permanent and temporary uses, performing arts venues, festivals, fairs, movies in the park, art shows and installations, and exhibition spaces, so that it functions both as a community open space and as an economic generator.

Downtown must offer multiple transportation options. Downtown infrastructure improvements must be considered to create a balanced mobility strategy, including walking, biking, bus, and future transit service that may occur to and from Downtown. In the 2007 Downtown Plan, the community studied the potential of realigning Parish Avenue to move the road away from the railroad tracks and enhance the potential of a commercial corridor extension.

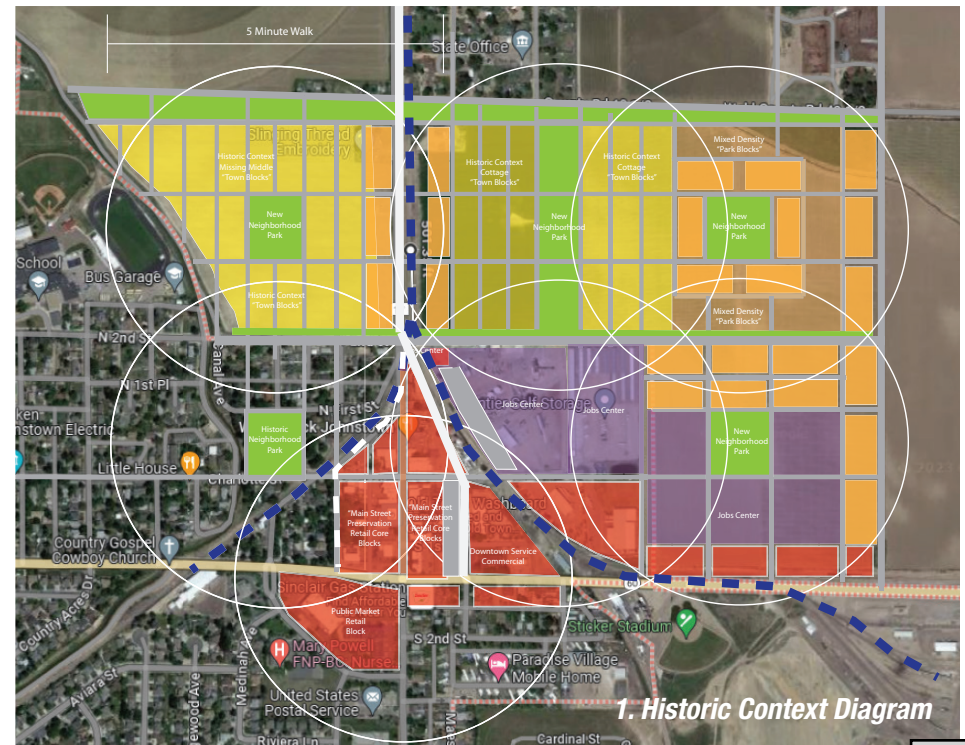
Making a shift on Parish Ave. and inserting the concept of four corners of public spaces to complement and expand upon the ideas developed out of the 1902 Plan, raises an additional consideration: a shift in the grid would allow for neighborhood diversity and interest to be incorporated into the community planning process.

We have begun the process of historical and current context investigation, analysis, and initial ideating during this proposal process; we will bring together a collective group of experts who will work together with the Town staff, community, and stakeholders in an efficient and passionate manner to deliver the results you desire through a timely and cost-effective process. The scope of work we have proposed is based on a proven process that has been successful for other municipalities and civic entities. The process will be tailored to the needs of the Johnstown community. We look forward to working with you and making all stakeholders part of the process.

Our team has worked on many similar projects across the United States, and we have seen that the success of active, urban spaces can be measured by the number of people they attract on a day-to-day basis. Using a mix of qualitative and quantitative analysis of the surrounding property uses and comparable public spaces, we will determine:

- ◆ An appropriate (and implementable) level of downtown user density that will make the downtown core a vibrant urban space
- ◆ The ideal size of the downtown public spaces
- ◆ The number of people that will be needed to make these spaces feel busy and active (the “target market share”)

The following three diagrams are initial impressions of how a variety of existing challenges and opportunities might be addressed as we begin the dialogue and outreach conversations with the community, stakeholders, and adjacent landowners on the Reider & Held properties. The concepts represented are first impressions and are not fully supported by the proposed project traffic, parking, and land use market analysis, but are merely snapshot ideas of things we saw as potential opportunities during our due-diligence site visit. They are also ideas that emerged from the historic research we did examining the past planning documents. The diagram below represents the concept of extending the Harvey Parish plan of block grid and neighborhood squares into the Reider & Held properties to provide a sense of historic context to future neighborhoods. The Town’s request in the RFP to address the potential positive impact of a bypass that allows a reduction of pass-through traffic along Parish Avenue is represented in a few conceptual paths in the diagram above. This diagram represents what may be possible if the existing Parish Avenue alignment adjacent to the railroad corridor were to be maintained.

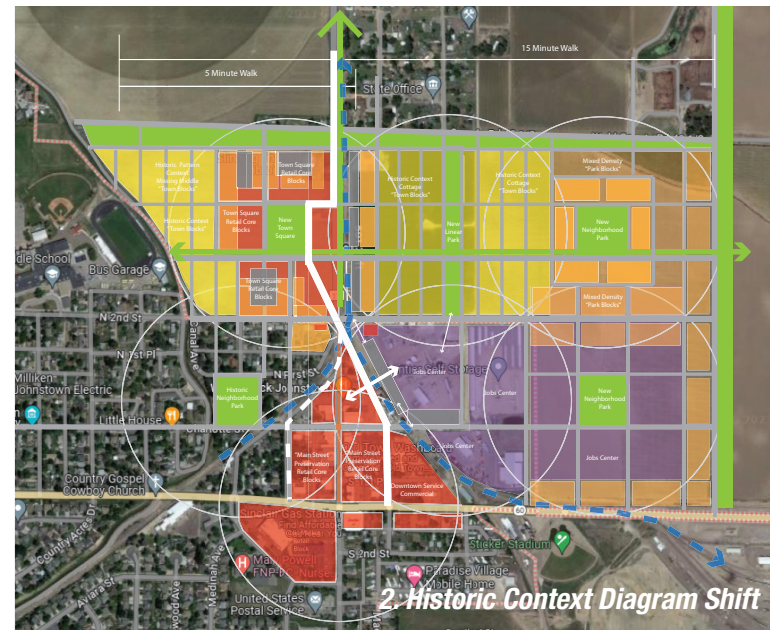


1. Historic Context Diagram

After determining how many people are needed to generate necessary interest, we next need to figure out how we are going to get them into the spaces we create and encourage them to come back. We do this by creating a well-thought-out program of daily, weekly, and monthly activities and amenities. An intensive two-hour workshop with likely community partners and major stakeholders will allow our team to gather information on existing programming resources and also get feedback on ideas our team brings in from other, comparable projects.

Some of these ideas will be revenue-generating uses for the downtown core spaces. To avoid funding shortfalls, park managers need access to multiple revenue streams. After discussions with stakeholders and other knowledgeable experts, we will determine what revenue streams are practical to support the maintenance and operations of the downtown spaces and generate economic activity in the neighborhood more generally.

This diagram is an initial impression of ways to identify the potential of an improved commercial expansion north along an adjusted alignment of Parish Avenue away from the railroad corridor as was recommended in the 2007 Downtown Plan. A renewed alignment, along with the potential to create a new form of activated and programmed public space and Town Square, offers the opportunity to study the market acceptance of additional food and beverage offerings, entertainment uses, and mixed-use housing as requested in the RFP, for additional public spaces and outdoor dining.



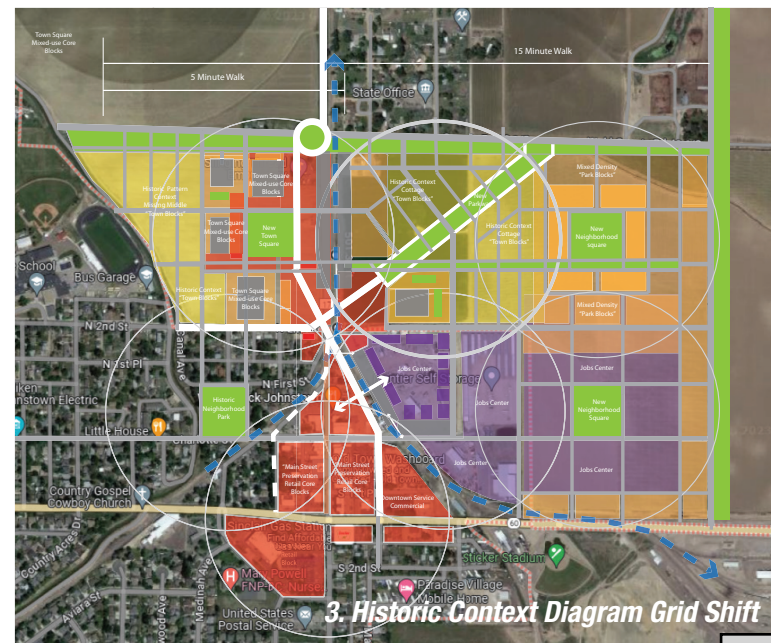
Scope of Services

Upon review of the RFP for the Downtown Johnstown Plan, the Kimley-Horn Team developed this expanded outline r proposed services. We welcome any suggestions to modify specific services to ensure we meet the vision, goals, and expectations for the project as we believe that successful results are derived from a positive process, where clients and citizens are fully engaged.

TASK I. Review and Analysis

The Kimley-Horn team will conduct analysis and review all information provided by the Town, including, but not limited to, all studies and plans related to the downtown area and the areas to the north and east of the current core area. This information will be utilized as the foundation of knowledge for the project and will be documented in a memorandum prior to the team assembling in Johnstown for the kickoff meeting. During this time, the team will obtain, from the Town, any relevant base exhibits, maps,

This diagram builds upon all the study ideas generated in the previous diagrams to present an initial impression of ways to identify the potential of an improved intersection at 2nd Street and Parish Avenue. This intersection was initially recommended in the 2007 Downtown Plan and allows for a shift in the grid to provide additional interest and a block pattern. This form of a modified fan development recalls the town planning principles that were being implemented at the time of the original platting of the original community of Johnstown.



and digital information, such as existing street sections, that will aid in the preparation of site-specific deliverables.

Deliverables: Review and Analysis Memorandum

TASK II. Working Session

Our team will assemble in Johnstown, along with community, project leadership, and stakeholders to conduct a week-long working session with the Town, with the goal of producing the draft graphic products and deliverables for the Downtown Masterplan Project. Prior to traveling to Johnstown, the team will work with the Town to prepare all the necessary base maps, drawings, analog studies, and digital files to produce the necessary deliverables specified in this scope, and finalize the community engagement strategy to “meet people where they are.” The team will bring a picture database for precedent and character imagery to inform design decisions and convey ideas for final design recommendations. We anticipate the following schedule for the working session. During the session our team of experts will address the following items: Corridor Design; Land Use and Zoning; Economic Vitality; Infrastructure Assessment; and Public Realm Activation.



Day 1 – Kickoff Meeting & Field Review of Existing Conditions

To initialize the process, our team will participate in a project kickoff meeting with the Town, and key stakeholders. This vision setting session to define “Local Grows Here,” and how it applies to the Masterplan for downtown, will provide an opportunity for team members to discuss the findings from the Review and Analysis Memorandum from Task 1, ask questions, exchange information, and finalize goals and objectives. Following this meeting, the planning team, along with the Town, will conduct a walking and driving audit to develop a more extensive “on the ground” understanding of opportunities and constraints to formulate context driven design and feasibility solutions.

As part of the walking audit, the team will survey community members while gathering data on the existing urban design features for the downtown core and the study area through photo documentation and recording/ note taking. Urban design features include:

- ◆ road configurations
- ◆ site access
- ◆ sidewalk locations, conditions, and dimensions
- ◆ public pedestrian spaces
- ◆ street furnishings
- ◆ pedestrian crossings
- ◆ comfort, quality, and safety
- ◆ building setbacks
- ◆ land use mix
- ◆ building massing and densities fronting the focus area and corridor
- ◆ way finding and signage
- ◆ the location of bicycle lanes and trails
- ◆ existing parking facilities for vehicles and bicycles

As part of this urban design review, the team will review recent public improvements, if applicable, to understand successes and/or failures that might inform decisions within the focus areas. We will document existing infrastructure, cultural, commercial and residential assets throughout the day.

Day 2 – Field Observations and Data Collection

The team will continue conducting the field observation and data collection from Day 1. We will arrange interviews for the second half of Day 1 and all of Day 2 with key stakeholders to verify the location and quantity of the acreage of the site, and to identify technical, regulatory, and policy issues or constraints that impact those sites, such as clearance and safety zones, building height limitations, and use restrictions. We will also have a two hour intensive workshop with appropriate stakeholders focused on programming and activating public spaces led by Richard Flierl and the planning team members. Upon completion of the field observations and data collection, the team will conduct a client design charette to develop a cohesive vision from the town, other partner agencies, merchants, and key stakeholders for downtown. We will discuss the adjacent sites and the Parish Ave. corridor in finite detail, utilizing imagery, drawings, and other metrics to define physical design concepts, available market data, feasibility opportunities and concerns, existing assets, and development opportunities.

Days 3 and 4 – Production of Final Analytical and Graphic Materials

Following the client design charette, our team will begin to produce the final graphic exhibits, proformas, strategies, and text to articulate the feasibility recommendations for the Downtown Plan. The team will provide before and after visualizations, utilizing photographs taken from the field observation to show existing conditions and 3D Sketch-Up massing models articulating design concept(s), urban design improvements and amenities, and best practices.

recommendations. During this production process, the Town will be able to continually interface with our team to ensure the final products and designs meet the needs for the community.

Day 5 - Production and Presentation of Draft Report to the Town

The Kimley-Horn team will utilize the morning of the final day to prepare a conceptual level draft downtown master plan which we will present to the Town and other stakeholders in the afternoon. We will discuss areas of refinement for the final draft of the report with the Town after the presentation.

Deliverables:

Draft hand-drawn conceptual Downtown Master Plan drawings to include:

- ◆ Land Use and Development Plan
 - ◆ Corridor Design
 - ◆ Land Use and Zoning
- ◆ Broad Overview Market Analysis
 - ◆ Economic Vitality
- ◆ Best Practices Recommendations
- ◆ Park Program and Management Strategy
 - ◆ Public Realm Activation
- ◆ Infrastructure Improvement Plan with Cost Estimates
 - ◆ Infrastructure Assessment

- ◆ Traffic Analysis for Rerouting of Parish Avenue
 - ◆ The Town to provide traffic counts and previous traffic analysis for use by our team
- ◆ Parking Analysis
 - ◆ The Town to provide downtown parking counts and future parking expectation numbers for use by our team

TASK III: Final Written Report

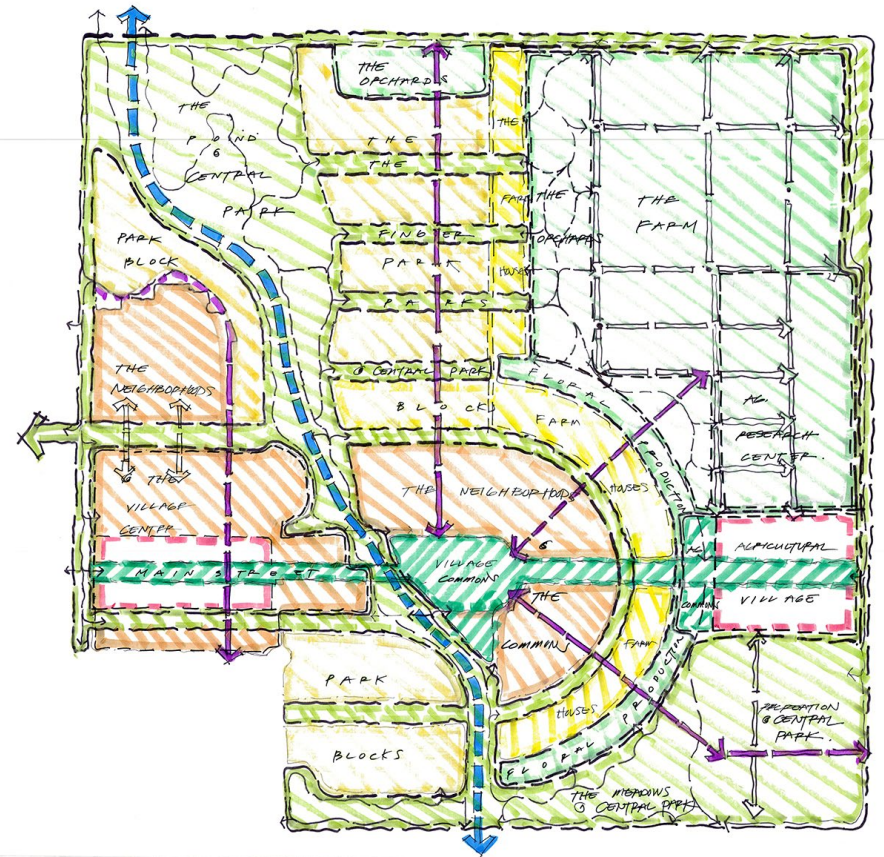
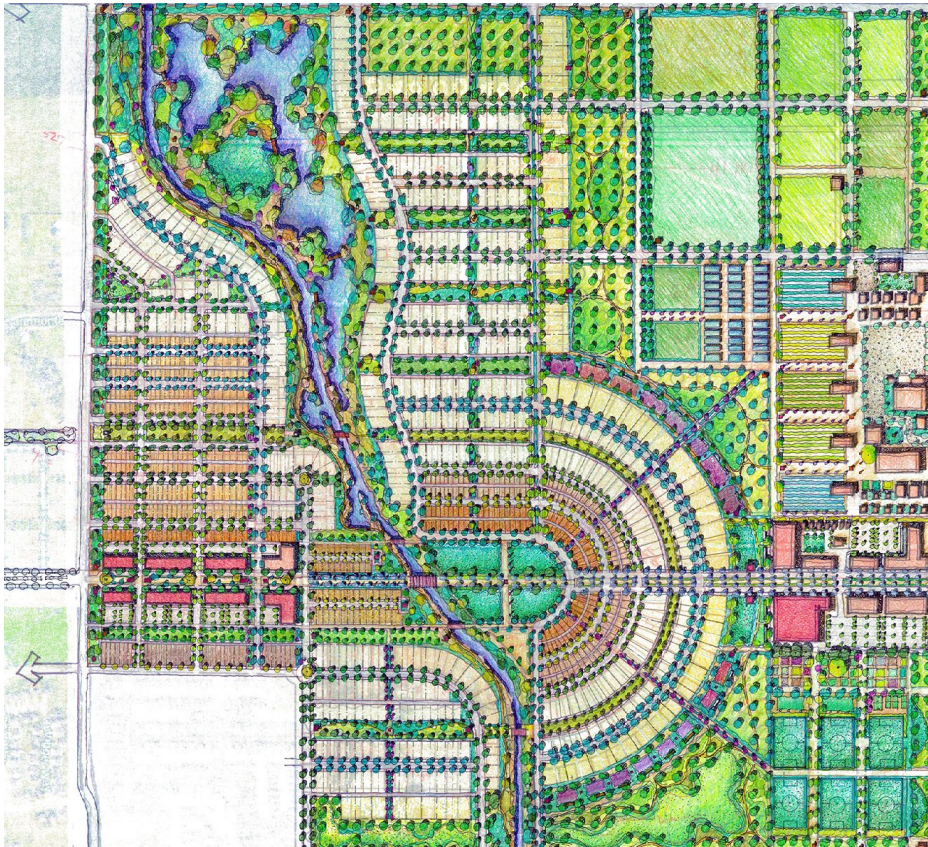
The Kimley-Horn team will return to our offices and complete the final written report based on the analysis, graphics, and feedback from the first two tasks. We will deliver the report to the Town based on the schedule included on page 20.

Deliverables:

Final Report to Include:

- ◆ Land Use and Development Plan
- ◆ Target Market Share Study
- ◆ Best Practices Recommendations
- ◆ Preliminary Programming Schedule
- ◆ Feasibility of Acquisition Analysis
- ◆ Utilization Analysis of Assets
- ◆ Revenue Plan for the Focus Area
- ◆ Infrastructure Improvement Plan with Cost Estimates





The Villages on Water's Edge Development Plan*

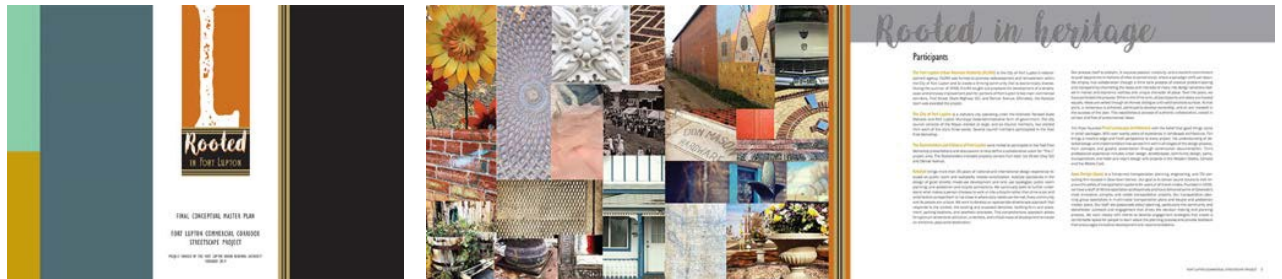
Fort Collins, CO

The Villages on Water's Edge Development Plan is an urban infill master planned community, master development, and environmental sustainability strategy for an existing sod farm in northern Fort Collins, Colorado. As part of an intensive public sector staff level workshop and outreach, the plan focuses on strengthening the connection between the development to the east and west of the existing irrigation ditch. The plan consists of several redevelopment areas: Village Square Area, the core development area around Village Square—a new urban park; Central Park, an enhancement of the irrigation ditch into an environmental center; Urban Farm, a 300-acre working center for urban agriculture; Main Street, a mixed-use town center with both market rate and senior housing adjacent to the town green; Urban Mosaic, an eclectic mix of neighborhoods at varying densities; and Farm and Market, which includes existing and new farm buildings converted to a 100-acre urban park and a series of farm buildings converted to an indoor/outdoor farmer's market.

*Project led by Richard Flierl as a principal with a previous firm.

Water's Edge Development

W.E. "Bill" Swalling, *President, General Partner*
Actual Communities, Inc.
303.949.2629



Charrette Process Downtown Fort Lupton*

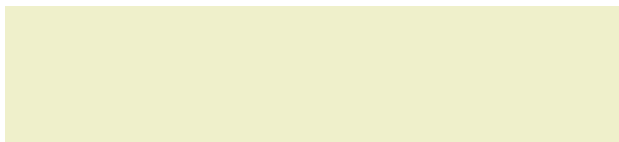
Fort Lupton, CO

Richard's team utilized a public charrette collaboration between the Fort Lupton Urban Renewal Authority, the City, business owners along the corridors, and community residents to set the stage for the public realm visioning of this two-mile corridor in the heart of a historic Colorado agricultural town. This way, all voices could be heard, and creative solutions could be reached through consensus, dialogue, and transparency. With intensive effort, a vision was determined. The plan came to life through a series of temporary, catalytic moves that were evaluated for success before the implementation of a permanent solution.

**Project led by Richard Flierl as a principal with a previous firm.*

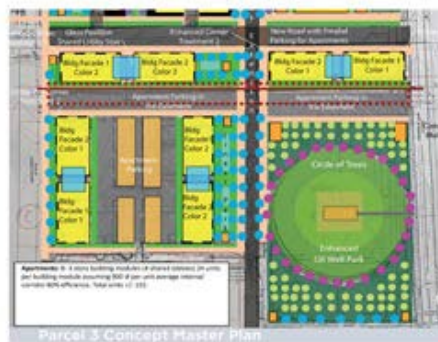
Fort Lupton

Alyssa Knutson, *City Liaison*
 Fort Lupton Urban Renewal Authority
 303.857.6694



Vision and Design Concepts:

- 1. Focus all residential buildings toward fronting streets, courtyards, and parks.
- 2. Establish a building pattern that addresses the mix of form and function of traditional small town character.
- 3. Incorporate outdoor amenity space prominently and the efficient use of both public and private spaces.
- 4. Organize the residential buildings into a collection of town blocks, each with its own character and public spaces on both public and private streets.



Carriage Hills Downtown Frederick Mixed-Use/Housing*

Frederick, CO

The Carriage Hills charrette set the stage for this mixed-use development at the gateway intersection of Frederick Way and Ninth Street in downtown Frederick, Colorado. It comprises 190 at-grade surface-parked multifamily units and 10,000 square feet of retail and amenity space within a three-story Type 5 (wood-framed) building with adjacent surface parking. In addition to the multifamily buildings, the plan includes 100 mixed-density single-family and townhouse village units. Residential amenities include a street-level lounge, co-working business center, fitness center, pool, spa, and an indoor/outdoor roof terrace with sweeping views of the Rocky Mountains and the agricultural prairie beyond.

*Project led by Richard Flierl as a principal with a previous firm.

Carriage Hills

Dirk Beck, *Director of Development and Construction*

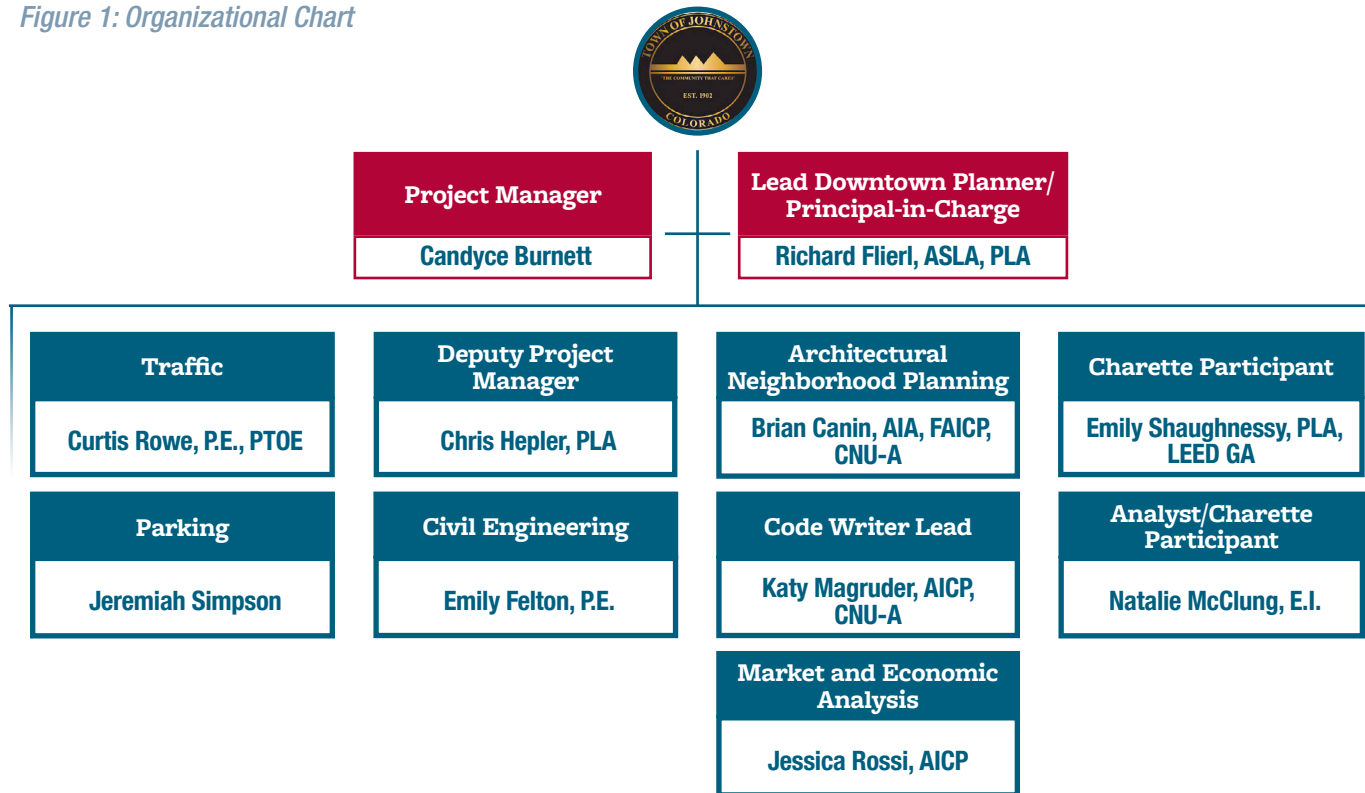
Pensam Capital

720.335.2949

ORGANIZATIONAL CHART AND ASSIGNED PERSONNEL

The organizational chart below (Figure 1) shows our team members and how we envision working with the Town—each is an equal and integral part of the process, and each is responsible for providing the best possible outcome for this critical project. We will perform all services for this project with our in-house Kimley-Horn personnel. **Resumes for each team member are on the following pages.**

Figure 1: Organizational Chart





EDUCATION

- B.S., Landscape Horticulture; Concentration: Landscape Design and Construction, Colorado State University

PROFESSIONAL LICENSES

- PLA in CO (#LA 0000507), CA, GA, NC, TX, and UT

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects (ASLA)
- Downtown Denver Partnership - Public Realm Council, Member
- The Congress for New Urbanism (CNU), Member
- Urban Land Institute (ULI)
- NAIOP
- Council of Landscape Architects Review Board (CLARB)

Richard Flierl, ASLA, PLA

Principal-in-Charge/Lead Downtown Planner

Richard brings 38 years of national and international expertise to design leadership, strategic marketing, and project management, as a design principal and studio leader. His sensitive approach focuses on interaction through collaboration with clients and fellow professionals representing the disciplines of architecture, urban design, landscape architecture, engineering, and interior design. Richard brings open-minded thinking to each idea. His creative problem-solving ability and transparent process bring together the ideas and interests of clients, stakeholders, and the community alike. Within this context, he crafts a path to design rooted in market and economic reality while fulfilling the contextual passion unique to each place and its citizens.

Project Experience

Memphis Main Street Development Plan* — Memphis, TN

The Memphis Main Street Development Plan is a six-block stretch of Main Street linking the Civic Center Plaza in the north to Beale Street, a major entertainment destination in the south. The plan recommends developing a residential and retail program to infuse activity into the district, emphasize better utilizing the trolley, and link the corridor to all the cultural assets and districts in the downtown area.

Lake Elsinore Downtown Master Plan* — Lake Elsinore, CA

Richard was the Principal-in-Charge for the Lake Elsinore Downtown Master Plan. He and the team created a vision, form-based code and guidelines for the creation of revitalized downtown area. Main Street, as the “great street” of downtown, became the organizing element for creating five walkable districts: Gateway District, Garden District, Cultural District, Historic District, and Waterfront District.

Downtown Raleigh “Five in 5” Vision Master Plan* — Raleigh, NC

Richard was the Principal-in-Charge for the Downtown Raleigh planning process that began with a four-day workshop. During this workshop, Richard and the team crafted goals and guiding principles, driven by the citizens, to generate the vision for the city’s heart. Establishing five goals to be completed in five years – the “Five in 5” – gives focus to the future work: reopening the Fayetteville Street Mall; build the Convention Center; build a Convention Center hotel; attract a major corporate headquarters; and add urban housing. The plan sets a framework for improving the pedestrian environment of downtown by connecting existing and emerging neighborhoods to Fayetteville Street. This framework further studies the conversion of east/west streets to two-way streets, investigating federal funding, and connecting to transit with pedestrian linkages. The opening of Fayetteville Street, known as North Carolina’s Main Street, was transformational for downtown investment.

Downtown Savannah/Ellis Square* — Savannah, GA

Richard led the Ellis Square Charette process that brought together city officials, citizens, and professional designers to determine the concept for the future of Ellis Square. The process defined a mission to reestablish Ellis Square as a connective, pedestrian-friendly, sustainable, public destination for the citizens of Savannah.

*Prior to joining Kimley Horn



Candyce Burnett

Project Manager

Candyce has more than 25 years of planning and California Environmental Quality Act (CEQA) experience in San Bernardino, Riverside, and Los Angeles Counties in California and in Northern Colorado, including five years in a leadership role as a Planning Manager and City Planner. Candyce is a strong community planning and social services professional that has a strong record of serving clients and collaborating with public sector stakeholders through all phases of entitlement and project development. Her experience includes leadership and support for Public Engagement and outreach, Environmental/CEQA analysis, General Plan and Housing Element Updates, Specific Plan and code amendments, land use planning, Environmental Justice compliance, and historic preservation projects. Her work has also included current and advanced planning, legislative and policy analysis, sustainability plans, programs and grants, mixed-use, and transit-oriented development planning.

EDUCATION

- B.S., Urban and Regional Planning, California State Polytechnic University, Pomona

Project Experience

City of Del Mar, Sixth Cycle Housing Element Update — *Del Mar, CA*

Kimley-Horn supported the City of Del Mar in preparing an EIR for a housing element update to the City's General Plan. The City faces challenges in identifying and accommodating additional housing development for its growing population, particularly for affordable housing units, due to historic land use patterns, high land and housing costs, and scarcity of vacant land. Kimley-Horn supported the City with preparation of the EIR including identifying and prioritizing candidate sites, performing stakeholder engagement and public outreach, and helping the City navigate State-mandates and local desires to implement the housing element update.

Additional Project Experience

North Fontana Multi-Family Development — *Fontana, CA*

City of Longmont, CO- North Longmont Annexation, Development Plan and Entitlements — *Longmont, CO*

County of San Bernardino, Glen Helen Oasis Specific Plan Amendment and Planned Development Plan — *San Bernardino, CA*

City of Menifee, General Plan Update including Housing Element, Safety Element, Environmental Justice, Public Engagement, and EIR — *Menifee, CA*

County of San Bernardino, CA- Hume Lake, Hume SoCal Campground Expansion Project Master Plan, Planned Development Permit and EIR — *San Bernardino, CA*

City of Rialto, CA- Lytle Creek Ranch Specific Plan Amendment and EIR — *Rialto, CA*

Industrial VI Enterprises, LLC, Speedway Commerce Center EIR, Annexation, and Entitlements — *Rancho Cucamonga, CA*

City of Rancho Cucamonga, Panattoni Industrial Project EIR — *Rancho Cucamonga, CA*

Lennar Homes, Inland Empire, Sobrato Planned Unit Development (PUD), Addendum EIR, and Entitlement — *Fontana CA*

Lennar Homes, Inland Empire, Citrus West Specific Plan Amendment and Addendum EIR — *Fontana CA*



Chris Hepler, PLA

Deputy Project Manager

Chris is a landscape architect with over 10 years of diversified experience working with public and private clients across the United States. His work includes park conceptual design and master planning, wayfinding/signage design, urban plaza design, and project implementation, including urban design, high-rise hotels and resort projects, streetscape, large-scale commercial, and high-end residential. Chris has provided site design, graphic design, 3D modeling and visualization, irrigation design, tree preservation, construction document preparation, cost estimating, and project management. He has extensive experience in managing multi-disciplinary teams on a wide variety of project types.

EDUCATION

- B.S., Landscape Architecture, The Ohio State University

PROFESSIONAL LICENSES

- PLA in CO (#0001331), NM, and UT

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects

Project Experience

- **Reed Avenue Rail Corridor** — *Cheyenne, WY*
- **Lake Havasu Downtown Design Guidelines** — *Lake Havasu, AZ*
- **Mile High Greyhound Park** — *Commerce City, CO*
- **Parker Road Mixed Use** — *Parker, CO*
- **WoodSpring Suites** — *Broomfield, CO*
- **Colfax and Havana Irrigation Improvements** — *Aurora, CO*
- **CSM Urban Plaza** — *Golden, CO*
- **The Cameron** — *Denver, CO*
- **CBI Forensic Lab** — *Lakewood, CO*
- **Denargo Market Apartments Phases 3 and 4** — *Denver, CO*
- **Lakewood Suites Multifamily** — *Lakewood, CO*
- **Diagonal Crossing** — *Boulder, CO*



Brian Canin, AIA, FAICP, CNU-A

Architectural Neighborhood Planning

Brian is recognized regionally and nationally for his leadership and commitment to planning and urban design and is sought after for his ability to find creative solutions to complex challenges. For over 40 years, Brian has focused on creating sustainable communities through urban design and creative placemaking. His combined talents have created award-winning, enduring communities with a unique sense of place.

EDUCATION

- Master of Architecture, Harvard Graduate School of Design, Urban Design (MAUD)
- Bachelor of Architecture, University of the Witwatersrand

PROFESSIONAL LICENSES

- AICP (#001939)
- Registered Architect in FL and TN

PROFESSIONAL MEMBERSHIPS

- American Planning Association
- American Institute of Architects
- Congress for New Urbanism
- Florida Planning and Zoning Association

Project Experience

- **Sustanee Community** — *Orange County, FL*
- **Titusville Comprehensive Plan and Land Development Code Update** — *Titusville, FL*
- **Edgewater Downtown Vision Plan and CRA Plan Update** — *Edgewater, FL*
- **Seminole County Land Development Code Update** — *Seminole County, FL*
- **Orange Code*** — *Orange County, FL*
- **Town of Windermere Vision Plan*** — *Windermere, FL*
- **Envision Destin*** — *FL*
- **The Village of Estero*** — *Lee County, FL*
- **Winter Park*** — *West Fairbanks District, FL*
- **Titusville Tomorrow*** — *Titusville, FL*
- **Winter Park Form Based Code*** — *FL*
- **Envision Edgewater*** — *Edgewater, FL*

*Prior to joining Kimley-Horn



JESSICA ROSSI, AICP

Market and Economic Analysis

With more than 20 years of real estate market research, planning, and public engagement experience, Jessica brings a comprehensive perspective to all consulting assignments. She works on various visioning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues. As a national resource for the firm, Jessica's leadership has guided high-quality and innovative planning strategies grounded in a market reality.

EDUCATION

- M.A., Community and Regional Planning, University of Rhode Island
- B.A., Environmental Studies and Political Science, Alfred University

PROFESSIONAL LICENSES

- AICP (#164330)

PROFESSIONAL MEMBERSHIPS

- American Planning Association (APA), Member

Project Experience

- **Highlands County Housing Study** — *Highlands County, FL*
- **Missing Middle Housing Supply and Demand Study** — *Charlotte, NC*
- **Affordable Housing Development Evaluation** — *National City, CA*
- **Eastern Region Military Housing Options Study** — *Jacksonville, NC*
- **Community-Wide Market-Rate Apartment Demand Assessment** — *Greenville, NC*
- **For-Sale and Rental Housing Assessment** — *Lakeland, FL*
- **Demographic and Housing Forecasts** — *Mooresville, NC*
- **Transit Oriented Development Site Market Analysis** — *Farmington, UT*



KATY MAGRUDER, AICP, CNU-A

Code Writer Lead

Katy is an accomplished urban planner with expertise in infill and redevelopment strategies, placemaking initiatives, master planning, creating specialized plans and overlays, and drafting land development codes. With a stint in residential development, Katy brings an awareness of the impacts of various regulations on developers and balances private developer needs with the public good. She is passionate about enhancing urban spaces, helping to ensure safe streets for bicyclists and pedestrians, and promoting sustainable, vibrant urban communities.

EDUCATION

- M.S., Planning in Civic Urbanism, Rollins College Hamilton Holt School
- B.A., Environmental Studies, Elon University

PROFESSIONAL LICENSES

- AICP (#33438)
- Congress of New Urbanism Accredited (CNU-A)

PROFESSIONAL MEMBERSHIPS

- Congress of New Urbanism

Project Experience

- **Orange Code And Vision 2050** — *Orange County, FL*
- **Land Development Code (LDC) Update** — *Titusville, FL*
- **Comprehensive Plan** — *Seminole County, FL*
- **LDC Update** — *Oviedo, FL*
- **Multiplex, Multifamily, and Accessory Dwelling Units (ADUs)-Related LDC Section Development** — *Orlando, FL*
- **The Packing District*** — *Orlando, FL*

*Prior to joining Kimley-Horn



Jeremiah Simpson

Parking

Jeremiah is an experienced planning professional with 22 years of consulting experience specializing in parking and multimodal planning for both public- and private-sector clients. He began his career in 2001 performing parking studies in the Los Angeles region and has been based out of Denver since 2005. Several of Jeremiah’s high-profile projects include the Parking and Transportation Demand Management (TDM) Plan for the ongoing redevelopment at the National Western Stock Show, and a Parking Pricing Technical Assessment for Denver’s Regional Transit District (RTD) to look at the potential impacts of expanding their paid parking program to include most park-and-ride users.

EDUCATION

- B.A., English, University of California, Davis

Project Experience

- **Wonderblock, Mixed-Use Development** — *Ogden, UT*
- **Colorado State University TDM Master Plan** — *Fort Collins, CO*
- **Missing Middle Housing Supply and Demand Study** — *Charlotte, NC*
- **UCHealth, Traffic Flow Consulting for Anschutz Campus** — *Aurora, CO*
- **Highland Park Village Parking Management** — *Dalls, TX*
- **Waco Downtown Implementation Strategy** — *Waco, TX*
- **Arvada TDM Implementation Plan** — *Arvada, CO*
- **City of Hastings, TPMP** — *Hastings, NE*
- **Dallas Strategic Mobility Plan** — *Dallas, TX*
- **Summit County Regional Parking Needs** — *Summit County, UT*



Curtis Rowe, P.E., PTOE

Traffic

With 30 years of experience, Curtis has served as project manager on a variety of traffic engineering projects for public- and private-sector clients. He has performed traffic impact studies, corridor studies, traffic signal design, access and circulation studies, intersection capacity analysis, safety studies, traffic signal warrant studies, roundabout design, signing and marking, ITS design, transportation planning, and TDM program design. His project experience includes CDOT traffic and safety studies; ITS designs for Wyoming DOT; and transportation master plans for Fort Carson, Buckley Air Force Base, Elbert County, Colorado State University, University of Northern Colorado, and Colorado School of Mines.

EDUCATION

- M.S., Civil and Environmental Engineering, University of Nevada, Las Vegas
- B.S., Civil Engineering, University of Nevada, Las Vegas

PROFESSIONAL LICENSES

- P.E. in CO (#PE3655), ID, KS, MT, NE, UT, WY
- PTOE (#555)

PROFESSIONAL MEMBERSHIPS

- Institute of Transportation Engineers

Project Experience

- **Colorado State University, Transportation Studies** — *Fort Collins, CO*
- **Fox North Mixed-Use Redevelopment** — *Denver, CO*
- **Loveland Intersection Designs** — *Loveland, CO*
- **Lafayette Intersection Designs** — *Lafayette, CO*
- **Platte Avenue Corridor Study** — *Colorado Springs, CO*
- **University of Colorado, Anschutz TIA** — *Boulder, CO*
- **Elbert County, Master Transportation Plan** — *Elbert County, CO*
- **Cheyenne MPO, Parsley Blvd Corridor Plan** — *Cheyenne, WY*
- **Traffic Signal Designs** — *City and County of Denver, CO*
- **Aurora I-225 and Alameda Widening** — *Aurora, CO*
- **Town of Estes Park, Downtown Parking Plan** — *Estes Park, CO*



Emily Felton, P.E.

Civil Engineering

Emily is a project manager with 10 years of experience working with public agencies and private land developers. Her background includes a variety of projects encompassing public works, traffic signal design, traffic studies, parking studies, roadway design, pedestrian and bike improvements, public outreach, stormwater management, erosion control, commercial and private land development, hydrology, utility and drainage design, and site design. Emily continues to develop and refine her civil engineering technical skills by working on a vast array of unique and challenging projects across various civil disciplines throughout the Front Range and into the Rockies. Emily's ability to support her peers and maintain consistent high quality and timely deliverables makes her an invaluable member of the project team.

EDUCATION

- B.S., Civil Engineering, Purdue University

PROFESSIONAL LICENSES

- P.E. in CO (#0054609) and WY

Project Experience

9+CO, 9th and Colorado Mixed-Use Redevelopment — *Denver, CO*

Simon Property Group, Denver Premium Outlets — *Thornton, CO*

CDOT, Wolf Creek Sand Storage — *South Fort, CO*

CCD Lawrence and Arapahoe Protected Bike Lanes 2018 Update — *Denver, CO*

Aurora Affordable House — *Aurora, CO*

City and County of Denver (CCD), 20th & Chestnut Parking Lot — *Denver, CO*

CCD On-Call Traffic Engineering Services 2013-2016 — *Denver, CO*

City of Colorado Springs, Colorado Avenue Road Diet Plan — *Colorado Springs, CO*

Town of Castle Rock, Festival Park Expansion — *Castle Rock, CO*



Emily Shaughnessy, PLA, LEED GA

Charette Participant

Emily is a landscape architect with more than 10 years of experience working with both public and private clients across the Midwest. Working in Texas for four years gave her experience with projects ranging from single-family, medical office buildings, small- and large-scale commercial, data centers, and park and playground design. Her recent project experience in Colorado includes medical campus design, single-family lotting, multi-family amenity deck design, and streetscape design. Emily has provided planting design, tree preservation and mitigation, conceptual and schematic entry monumentation, construction document preparation, irrigation design, cost estimating, and graphic rendering..

EDUCATION

- Bachelor of Landscape Architecture, Iowa State University

PROFESSIONAL LICENSES

- PLA in CO (#1321)
- LEED Green Associate (#10971387)

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects

Project Experience

Colorado Springs Downtown Gateway — *Colorado Springs, CO*

Compass and Morgan Hill Parks Master Plan — *Erie, CO*

Aberdeen Ridge — *Colorado Springs, CO*

Arapahoe Community College Collaboration Campus — *Castle Rock, CO*

Argyle Residential, Denargo Market Phase 3 — *Denver, CO*

UCHealth, Tower 3 Expansion — *Aurora, CO*

CCD Bible Park Playground Renovations — *Denver, CO*

Hospital Corporation of America (HCA), Centennial Medical Plaza Renovation — *Centennial, CO*

CDOT, Aeronautics Colorado Aviation System Plan and Economic Impact Study — *Statewide, CO*

City of Salida, Parks, Recreation, Trails and Open Space Master Plan Update 2019 — *Salida, CO*

FEE

Cost and schedule are inherently tied to people. Our best cost and schedule control resources—our staff—have several tools to help control cost and schedule. Project manager Richard Flierl has the experience to develop appropriate targets, tailor a suitable course of action, and provide timely decision-making for unexpected challenges. Our team has carefully developed a cost proposal that will fit the needs of the Town. Our task breakdown (shown below in Figure 3) aligns with the goals outlined in the RFP and the tasks described in our Approach.

Figure 3: Estimated Budget/Fee Breakdown

Name	Category/Title	Richard Flierl	Candyce Burnett	Brian Canin	Emily Felton	Jeremy Simpson	Curtis Rowe	Jessica Rossi	TOTAL HOURS	TOTAL FEE	
		Principal	Project Manager/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I	Task Lead/Sr. Professional I			Support Staff
		Billing Rate									
Task 1	Review and Analysis/Project Management	2	2	--	1	6	6	2	8	27	\$6,094
1.1	Gather/Analyze information Provided by Town	2	2	--	1	6	6	2	--		
Task 1.B	Project Commencement	22	3	0	0	19	34	30	4	112	\$27,545
1.1	Commencement Meetings with the Town	20	2	--	--	4	4	--	--	30	\$8,133
1.2	Memorandum Summary/Market analysis	2	1	--	--	15	30	30	4	82	\$19,412
Task 2	Community Engagement/Charette	56	52	0	0	2	2	8	50	170	\$40,544
2.1	Community Advisory Committee	8	4	--	--	--	--	--	--	12	\$3,375
2.2	Stakeholder Interviews	4	4	--	--	--	--	--	--	8	\$2,284
2.3	Charette Prep	4	4	--	--	2	2	--	10	22	\$4,725
2.4	Charette Week	40	40	--	--	--	--	8	40	128	\$30,160
Task 3	Final Written Report	14	12	2	2	10	18	12	49	119	\$25,292
3.1	Report Writing	2	4	1	--	8	8	12	9	44	\$10,092
3.2	Graphic Production	4	--	--	--	--	--	--	40	44	\$6,691
3.3	Land Use and Circulation Alternatives	4	4	1	--	--	8	--	--	17	\$4,629
3.4	Presentation of Land Use and Circulation Alternatives	4	4	--	--	2	2	--	--	12	\$3,325
3.5	Infrastructure Development and Services Plan	--	--	--	2	--	--	--	--	2	\$555
	Total Hours	94	69	2	3	37	60	52	111	428	
	Subtotal Labor	\$25,629	\$20,585	\$693	\$833	\$10,026	\$14,986	\$11,182	\$15,540		\$99,474
	Other Direct Costs										
	Travel										
	Printing	\$400									\$400
	TOTAL COST:										\$99,974

Sarah Crosthwaite

From: Flierl, Richard <Richard.Flierl@kimley-horn.com>
Sent: Thursday, January 25, 2024 5:51 PM
To: Sarah Crosthwaite
Cc: Burnett, Candyce
Subject: RE: Downtown Johnstown Fee Revisions

CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Sarah.
In response to your questions,

1. Yes, the by-weekly check in works. We would like to have those by virtual if that works for you.
2. We are anticipating being present and in support at council presentations as well a collective stakeholder meeting to present the plans. If you as staff can carry the presentations to community groups, etc. that arise throughout the process that would be very helpful.
3. Candyce and I will both be present and will lead the charrette process working closely with you. We have budgeted one staff member from Kimley- Horn to participate in the charette along with Candyce and I.
4. With regards to the market analysis, if you at the Town have engaged any prior market research, we would like to evaluate it and potential utilize and data that is appropriate.
5. Yes. Commercial/retail analysis is part of the land use analysis.
6. Understood.
7. Understood. We will study the traffic flow, access, etc. in the planning study to and from parking as well.

From: Sarah Crosthwaite <SCrosthwaite@JohnstownCO.gov>
Sent: Thursday, January 25, 2024 5:19 PM
To: Flierl, Richard <Richard.Flierl@kimley-horn.com>
Cc: Burnett, Candyce <Candyce.Burnett@kimley-horn.com>
Subject: RE: Downtown Johnstown Fee Revisions

Hi Richard,

Thanks for getting this back to me below are some comments of clarification. Let me know if that alters what you're proposing in the fee schedule?

Thank you,



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From: Flierl, Richard <Richard.Flierl@kimley-horn.com>
Sent: Thursday, January 25, 2024 5:05 PM

To: Sarah Crosthwaite <SCrosthwaite@JohnstownCO.gov>
Cc: Burnett, Candyce <Candyce.Burnett@kimley-horn.com>
Subject: Downtown Johnstown Fee Revisions

CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sarah.

Thank you for your call earlier today. We are excited to be able to provide the reduced scope and fee as we discussed.

The reduction in fees come from a better understanding of your requirements as it relates to parking, infrastructure, and charette staff involvement. As we discussed, here are the assumptions we have made to reach your fee goals.

1. Town coordination meetings are anticipated to be virtual and considered on an as need basis. **We would expect at least a bi-weekly check-in, 1 hour or weekly check-in 30 minutes**
2. Town staff will take the lead on most of the community presentations post the charette. **Please explain community presentation? Are these presentations to our stakeholders such as Council? I would expect any presentation to Council specifically be led by Kimley-Horn with in person attendance. It will most likely be 2 presentations in total to Council.**
3. Town staff will attend the charette in leu of 2 Kimley-Horn staff and will provide labor during the charette working with Candyce and Richard to prepare the charette products and manage the outreach during the charette. **I would expect at least one Kimley-Horn staff present during the charette.**
4. Kimley-Horn will work with town staff to review prior market data provided by the Town and will focus the market analysis to a high-level overview to include. **What market data would you expect outside of our building permits?**
 - a. Housing product mix for the new development sites
 - b. Anticipated infill land uses along the Parish Avenue corridor and the extension into the new development parcels. **Should also a retail analysis of the retail types**
5. Kimley-Horn will reduce staff involvement as it pertains to the civil infrastructure staff to gathering the GIS data provided by the Town and incorporating the information into the planning documents. **Correct**
6. Kimley-Horn will focus the parking analysis to identifying the available parking on and near Parish Avenue and will identify the anticipated need based on future development. Kimley-Horn will locate new parking field opportunities in the planning document. **Correct but also include in the parking inventory how those parking lots and on-street parking work with traffic flow. For example our on-street parking along Parish Avenue is not timed, should it time limited?**

Richard Flierl, PLA | Practice Builder

Kimley-Horn | 6200 South Syracuse Way, Suite 300, Greenwood Village, CO 80111
 Direct: 303 481 0429| Mobile: 949 375 0519| www.kimley-horn.com

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TOWN OF JOHNSTOWN

Downtown Master Plan





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January 18, 2024

Town of Johnstown
 Attn: Sarah Crosthwaite
 450 South Parish Avenue
 Johnstown, CO 80534



RE: Downtown Master Plan Project RFQ

Dear Ms. Crosthwaite and Selection Committee:

RVi is a local team with one thing in common: we all left our previous firms around the Front Range to spearhead innovation in a stagnant industry. Our mission is to work with the public, cities, organizations, planners, engineers, counties, private developers, and all those in between. Together, we aim to co-create design strategies rooted in understanding and driven by data, resulting in captivating places shaped by people and their lived experiences.

We're tried-and-true locally, but nationally strong - which means we bring the power and knowledge of best-practice placemaking in small and large communities across the country. Our teammates in Arizona, Texas, Florida, and North Carolina are a fluid part of our local team, ensuring that the right professional skill set is included at the right time and for the right opportunity.

Our culture is built around entrepreneurship, and we challenge ourselves and each other by constantly asking: What are you doing to inspire great design today for the people we are serving? It's the call to action that drives how we work, a mandate to foster highly inspirational and collaborative environments that uncover radical possibilities by evoking the full talents of everyone on the team by thinking about people first.

We're the right partner for Johnstown because you're looking for a new approach to uncovering the authentic future of Johnstown and continue to build trusting relationships and breathe effective and creative strategies into your visioning and master planning process. Our team's empathetic and people-based approach to placemaking, dives head-first into creative possibilities, and will work with all partners to co-create and realize the next great iteration of Downtown Johnstown.

We've taken a keen interest in the Johnstown project because it speaks to the very core of why we all left our previous firms to start an RVi office in Colorado: how can we help unique places and the people who live, work, and play in them become the truest, most authentic version of themselves? What's the opportunity to get people downtown and to help it be even more successful? To connect experiences and drivers of activity? To create a cohesive experience with a distinct vibe and keep businesses in business? What we found, it's not just about what the land can do - there are always infinite possibilities. It's about what the place can do for the people and how they want to live, both today and in future generations.

Thank you for your consideration. We look forward to the possibility of working as your visioning and master planning partner to help downtown Johnstown become the best future version of itself. If you have any questions, I can be reached via cell at 720.989.3010 or via email at wwagenlander@rviplanning.com.

Thank you for your consideration,

Will Wagenlander
 RVi Colorado Director of Planning
 143 Union Boulevard, Suite 700, Lakewood, CO 80228
 720.989.3010 (mobile) • 303.928.6727 ext. 1627 (direct) • wwagenlander@rviplanning.com

Will Wagenlander is the company representative responsible for coordinating with Town of Johnstown representatives. He is authorized to make decisions and represent RVi.



Our purpose is to inspire people to be outside and engage in the community around them.



As planners and landscape architects, we embrace every opportunity to advance our mission by creating memorable and engaging outdoor experiences. Founded in 1982, RVi has grown into a national firm with a broad range of project experience that inspires our team to think creatively. The firm has offices in Colorado, Arizona, Florida, North Carolina, and Texas. We approach each new opportunity with an adventurous spirit, a collaborative mindset, and a desire to consistently raise the bar for our clients and for the communities we serve.

RVi is widely recognized for its creative contributions in land use analysis, community planning, and design of outdoor spaces. Our 40-year legacy allows us to leverage the combined expertise of our team members from across the country, providing planning and landscape architecture services for a wide variety of project types.

CREATIVITY | STRATEGIC THINKING | PROCESS | PASSION

143 Union Boulevard, Suite 7000
Lakewood, CO 80228
www.rviplanning.com

+ PHILOSOPHY

Places for whom, again?

Historically, designers, developers, engineers, and planners approach a project with a strong personal idea of what should happen, ideas that are only reinforced over time and replicated as a standard. But is that good design? Are we being thorough if we haven't taken the time to learn about the people who use a space, understand the barriers and enablers of their behavior, and use our talents to make their experiences more seamless, intuitive, and rewarding?

Empathy is the path to meaningful design.

We approach our work as champions for the people – their stories about reality and possibility are our platform for analysis and innovation. We engineer value by observing and documenting the values, needs, desires, and behaviors of all users in a space, and crafting data-informed strategies that help community leaders prioritize features, functions, and economic initiatives that will deliver the highest quality return on experiences over time. We look beyond what land can do to how and why community is and could be experienced using a people-focused approach, leading to unique places people want to be.



+ UNDERSTANDING

Downtown Johnstown's diversity of businesses, history, traditional Main Street composition, and walkable accessibility have resulted in an authentic destination that's grown increasingly attractive to businesses, residents, and visitors when compared to larger, less-personal urban centers. The local flavors, neighbors, businesses, architecture, and feel are all part of the attraction—definitive markers of differentiation, the Master Plan must carry these successes forward and augment them with a new vision and corresponding improvements that position Downtown as the cultural and physical center of Johnstown.

Building on existing energy to realize implementable and supported solutions.

The Master Plan will not be completed in a vacuum. Significant public and private investments have spurred concurrent plans and improvements, creating energy and momentum within Downtown. Our process will align with these ongoing initiatives to continue the positive momentum and support necessary to realize a transformed Downtown that is unique to the people, history, and context of Johnstown.

Johnstown is changing and Downtown should be at the intersection of everything.

The Master Plan must prepare for the right type of growth and change by aligning economics, land use, urban design, infrastructure, and mobility to realize complementary and effective solutions that will position Downtown as the center of the community. Downtown improvements offers the opportunity to connect existing historic neighborhoods to the west with new neighborhoods to its north and east. Our team features land use, organizational development, economic, engagement, and transportation engineering experts with the professional expertise to identify complementary solutions that will elevate Downtown as Johnstown's cultural and physical center.

Everything in Downtown has a Jobs-to-Do for the community.

People hire brands, products, and other individuals to accomplish specific jobs

for them, ranging from shoes to plumbing to gym memberships. If we examine different aspects of Downtown Johnstown in the same light, we might ask: Who does Downtown serve? What jobs is it performing well? How can various parts of Downtown and adjacent areas (both old and new) work together to do their jobs better and provide outstanding experiences that keep people coming back? By doing so, we can realize the next iteration of Downtown that addresses the specific needs of residents, businesses, and visitors, resulting in a more resilient and viable Downtown. Our Jobs-to-Do approach offers valuable insights into the functionality of every aspect and establishes a framework for consistently innovating lifestyle experiences.

An effective plan for Downtown should prompt clear and immediate action.

Visions, findings, and solutions must be communicated effectively to diverse audiences to drive understanding, acceptance, and support. Broader understanding is achieved with an actionable plan that people understand, support, and want to implement. The Master Plan must include language and content that resonates with stakeholders and speaks to the multiple types of audiences that must be engaged to realize a functional and supported plan that is ready for implementation.

Success is meeting people where they are.

As Johnstown continues to grow and evolve, so do the types of people that call the community "home." 88% of people speak English, with 7% Spanish and 4% Vietnamese. 27% of the population is age 1-18, and 73% of the population is 18-64. Only 3% of the population has less than a high school education. Collectively, they represent a diverse audience—which mandates a diverse approach to bring them into the conversation. In-person, online, and hybrid outreach techniques will help ensure all voices that want to be heard have a place in this process. We make it convenient to reach people where they already are, such as community events, organization meetings, and school events, and provide information through forums and channels they already use to invite them to help shape their community.

+ OBSERVATIONS



Downtown is Hidden

What We Saw:

- Downtown is located on the eastern edge of Johnstown, away from the surrounding neighborhoods.
- Gateways are dominated by parking lots and underutilized parcels, not informing visitors of what lies beyond.
- Downtown is physically constrained by railways and regional highways.

What If:

- Each gateway included transportation, land use, and urban design recommendations that complement the Downtown streetscape enhancements to inform and encourage visitors and exploration?
- Downtown's streetscape along South First Street is expanded past its formal boundaries to create a larger visual footprint?
- Mobility and transportation networks are expanded into older neighborhoods and newly annexed areas to create safe and accessible routes for residents that will stimulate the area and position Downtown as the center of the community?

Downtown Has No Residents

What We Saw:

- Downtown lacks a significant number of residential or mixed-use buildings.
- Many buildings are one-story structures, with no option for second-story residences.
- Residents of existing neighborhoods to the west have limited multi-modal connections that encourage walking and biking into Downtown.

What If:

- More residents were added to Downtown to increase ownership and activity?
- Underutilized parcels in Downtown were identified for new multi-family development?
- Buildings could be adaptively reused for residential housing?
- Intentional multi-modal connections and greenways to new residential developments from Downtown were implemented during the development of newly annexed areas?

Downtown Needs to Welcome Visitors

What We Saw:

- The Southern Gateway to Downtown does not encourage exploration or visitation.
- Extensive truck and commercial traffic on Parish Avenue detracts from the Downtown experience.
- Limited outdoor seating/amenity space along Parish Avenue sidewalks has an impact on user experiences and discourages visitors.

What If:

- A truck bypass route can be identified when the newly annexed area is redeveloped to remove large trucks from Parish Avenue?
- Outdoor seating can be strategically placed along streets and alleys to encourage visitors to stay and explore?
- Access control, redevelopment, and streetscape improvements could be implemented at the northwest corner of First and Parish to create a welcoming gateway?

1

LOCAL GROWS HERE

Listen to learn and be one with Johnstown.

- a. **Data Deep-Dive.** What does the Downtown already know about itself? What does Downtown need to know more about?
- b. **Cultural Immersion.** What makes Johnstown, Downtown, and its people unique?
- c. **Coalition Building.** Who should we be working with? What other processes and plans need to be considered?
- d. **Where are the people at?** Let's meet people where they are and when it's convenient to develop a complete mosaic of community perspectives.

2

READ BETWEEN THE LINES

Define the Downtown experience.

- a. **User Ethnography-Lite.** Who are the users and how do they experience Downtown?
- b. **Market Analysis.** What businesses are missing in Downtown? What are the unique market opportunities?
- c. **Trends.** What are other Downtown's doing? What best practices can Johnstown incorporate?
- d. **Inspirational Ideas.** What is special about Downtown Johnstown? How can we build on these differentiators?

3

FACILITATE CREATIVE EXCHANGE TO BUILD VISION

The Big Community Brainstorm.

- a. **Research**
 - Statistically valid surveys
 - Focus Groups with Businesses
 - Interviews with Patrons
- b. **Strategy**
 - Visioning Collaborations
 - Jobs to Do Framework
 - Message/Website Content
- c. **Promotion**
 - Library Bookmarks
 - Yard Signs in Parks
 - Project Business Cards
 - Notices in City/Agency Forums
 - In-School Distribution
 - Cinco de Mayo Festival Pop-Up
 - Media Releases
 - Social Media

4

TELLING AN ACTIONABLE LOCAL STORY

Go beyond canned graphics and technical jargon to engage broad audiences to achieve support

- a. **Actionable Next Steps.** No plan on a shelf, a path to implementation.
- b. **Clear Roles.** Define who and what are responsible to implement the plan.
- c. **Visual Storytelling.** Use graphics and inspiration to tell the story so that broad audiences understand why.

Building a plan to guide creation of the Plan.

Our approach is based on our experience with key issues that can adversely and positively affect quality planning. Our strategies/solutions for identified potential issues for this project are summarized below.

<u>ISSUE</u>	<u>STRATEGY/SOLUTION</u>	<u>ISSUE</u>	<u>STRATEGY/SOLUTION</u>
Parking System Management	Analyze current and future parking inventory, conditions, and local perspectives. Subsequent tasks will recommend short, medium, and long-term solutions.	Lack of Pedestrian Safety & Connectivity	Identify alternative truck routes, car-oriented streets, and new pedestrian routes (including alleys and parking lots). Employ creative urban design and streetscape improvements to encourage pedestrian crossing at specific locations and inform drivers about an "Active Space/Slower Pace."
Physical Expansion of Downtown	Explore Downtown expansion scenarios and potential issues. Identify future uses, transportation improvements, and programmatic initiatives for complementary and supportive integration of newly annexed parcels.	Collaboration w/East Parish Ave. Alleyway Imp.	Examine opportunities to create easy access for bikes and pedestrians, safe crossings at street intersections, and walking connections from the public parking lot to Parish and across the alley. Determine viability of active uses on building frontages and identify areas for murals or other high-impresion/low-impact public art.
Event Management	Identify public space(s) to design and activate the Downtown experience. Establish and apply best practices in regional DDA's related to event management.	Creating a Traffic Detour to Minimize Heavy Vehicle Traffic on Parish Ave.	Understand the nature and volume of truck, car, bicycle, & pedestrian traffic to maximize flow. Analyze roadway expansion opportunities to manage CDOT-projected 60-80% increase in vehicles per day by 2050. Identify strategies to capture drive-by business while mitigating commercial traffic. Coordinate with Johnstown, CDOT, and Weld County to analyze traffic scenarios & viable truck bypasses.
Attracting Retail & Entertainment Businesses	Inform missing market areas and service gaps with new uses and business opportunities that drive daytime and nighttime visitation.	Current & Future Parking Supply/ Inventory	Develop inventory of on-street parking and public parking lots for the two miles of roadway within the study area and analyze parking utilization during the highest usage of the day/week. Develop strategies that meet the needs of businesses, residents and patrons while considering nature of use, duration, shared configurations, turnover, access routes, and flexible entertainment uses
Unified Vision for Downtown	Promote understanding and acceptance. Incorporate the "Local Grows Here" brand, wayfinding, and information from Task 1 and 2 into the visioning process. Our people-first approach harnesses the lived experiences of Downtown residents as a foundation to foster empathy and understanding of the who/how/ why behind project decision-making.	Future Land Uses	Examine regional market gaps, underutilized parcels, and market demand to identify highest and best uses for future development opportunities. Reconcile potential land uses with Johnstown Comprehensive Plan, housing requirements, and vision directives to enhance the Downtown experience.
Aging Streetscape/ Streetscapes not Conducive to Downtown Expansion	Increase Downtown's visual footprint by prioritizing and extending elements of future improved streetscapes (including branding and wayfinding) into historic neighborhoods and newly annexed areas.	Corridor/ Street Type Recomm.	Establish a hierarchy of circulation with pedestrian- and vehicle-focused street types that establish a sense of place, unite historic neighborhoods with newly annexed areas, separate commercial traffic, and identify safe passage corridors for bikes and pedestrians.
Lack of Public Spaces Downtown	Coordinate with landowners to identify and prioritize existing on-street parking, underutilized parcels, parking lots, and other areas for future use as a collection of engaging public spaces.	High-level Infrastructure Needs	Identify supportive infrastructure and investments needed to realize priority improvements in Downtown and in newly annexed areas. Explore how public infrastructure investments and private partnerships can contribute to infrastructure investments that realize the vision.
Lack of Outdoor Dining	Identify alternative truck routes for commercial vehicles on Parish and strategies to convert public parking and right-of-way into inviting outdoor dining experiences.		

TASK 1: Project Kick-Off & Project Management

Scope elements related to beginning and managing an efficient, successful project.

TASK ACTIONS

Kick-off: A project kick-off meeting with the Johnstown project manager to identify project success factors and finalize scope, schedule, Project Management Plan, and Public Participation Plan (*draft documents to be developed by Consultant prior to meetings*).

Project Administration: Invoicing, progress reports, subconsultant management, team meeting management, 15-minute weekly check-ins between Johnstown and the RVi Project Manager to review current work items, scope, schedule, and budget (virtual).

Stakeholder Communication: Meetings with and updates to the Johnstown elected leadership, Town departments, Downtown stakeholders, and others (as needed).

DELIVERABLES

- Meeting minutes and action items
- Final scope, schedule, and budget
- Draft and final Project Management Plan
- Draft and final Public Participation Plan
- Monthly invoicing and progress reports

TASK 2: Immersion & Engagement

Project elements related to data identification/collection and public/stakeholder participation. These activities are required to develop a stakeholder-supported vision and corresponding Master Plan.

TASK ACTIONS

Site Assessment: Summarize the physical aspects of Downtown, determine opportunities and constraints of the current conditions. Factors analyzed may include land uses, parcel disposition/ownership, topographic conditions, vegetation, environmental conditions, view corridors, traffic/multi-modal conditions, existing/proposed roadways, parking, building forms/massing, and/or others as needed.

Project Data Analysis: Gather and review data and information related to the project, including relevant foundational plans, Downtown processes, engineering standards, design standards, zoning, utilities, demographics, economics, or other cultural factors.

Public & Stakeholder Engagement: Facilitate both in-person and virtual engagement of project stakeholders and the public. Our philosophy is to **“meet people where they are”** to understand the experiences,

needs, and values of key groups and individuals in the community and co-create project directives based on their support. This data will guide the development of vision alternatives and identification of solutions in subsequent phases.

The process begins with a collaborative development of the Public Engagement Plan and identification of the Master Plan Stakeholder Committee and City Staff. Recommended public and stakeholder engagement activities include:

- A *Statistically Valid Survey of Johnstown residents* using the City’s CRM and resident records to gather perspective on draft vision scenarios/potential improvements, and inform a final community-supported direction (*optional*)
- *Interviews with Johnstown staff* across multiple departments to gather municipal opportunities and constraints
- *Planning workshops with the Master Plan Stakeholder Committee*, including a kick-off meeting to begin the project; a Visioning Workshop to review survey results and draft Downtown vision statements; and a Project Activation Charrette to action the vision and identify supportive improvements

- *Email blasts using the Johnstown CRM email list* to listen to, educate, and inform residents and businesses about project needs, processes, next steps, and outcomes
- *Attendance at Johnstown’s Cinco De Mayo Festival* to present the final draft vision and corresponding physical and programmatic solutions for public comment and review

Organizational Review & Development (performed by CLA): A programmatic meeting with Johnstown to understand opportunities and constraints related to funding/revenue streams, organizational development, and collaboration with Downtown Johnstown. Work includes:

- Develop a work plan and budget for Master Plan implementation
- Identify financial/human resources
- Identify potential sources of additional resources
- Determine statewide best practices for Johnstown optimization
- Identify benefits and impacts of expanding Downtown’s current boundaries

TASK 2 (CONT'D): Immersion & Engagement

Economic Opportunity Analysis: Performed by Economic Planning Systems (EPS). Complete the Downtown Market Study, Business Mix, and White Space Analysis. Conduct a technical study to understand and evaluate the existing business environment and business mix in Downtown. Includes:

- Inventory current businesses in Downtown and categorize by type
- Review available data on area rents, sales prices, and vacancies
- Profile two or three successful small downtowns in the Front Range regarding their business mix and other keys to success
- Participate in DDA or other business stakeholder meeting to discuss area strengths, weaknesses, and needs
- Identify opportunities for expanding Downtown and/or Downtown supportive development on the held property.
- Evaluate existing business recruitment policies/practices and available economic development incentives. Suggest any recommended changes

DELIVERABLES

- Site Assessment & Project Analysis
- Public Engagement Plan
- Community Survey Findings
- Email Blast Communication Content
- Staff Interview Findings
- Vision Workshop
- Project Activation Charrette
- CLA Downtown Expansion & Development Report
- Presentation Content for Public Meetings

TASK 3: Visioning & Design Directive

Develop a project vision to guide physical and programmatic improvements in later phases.

TASK ACTIONS

Community Needs

Prioritization: Inform vision concepts by prioritizing key community needs and required features of Downtown through the perspective of end-users and the project team. Prioritization activities include:

- Development of user profiles and stories to understand key behaviors and needs from the built environment using feedback from the people who spend time Downtown
- Development of a Jobs-to-Do Framework that prioritizes features of the built environment for development consideration based on the user profiles and stories

Downtown Visioning:

Collaboration with the project team to develop two high-level vision scenarios with related planning principles. Draft vision scenarios will be presented to Johnstown in digital format for revision to a final draft project vision

for further consideration by Johnstown, the Stakeholder Committee, and the public. After public input is received and actioned, the vision and principles will be finalized and used to guide development/evaluation of Downtown planning solutions.

Design Directive

Development: After Johnstown and the Stakeholder Committee review and approve the final vision, a Design Directive will illustrate how the project vision, principles, and Community Needs Prioritization inform a strategic brief for targeted design actions in Task 4.

DELIVERABLES

- Downtown User Profiles & Stories
- Jobs-to-Do Framework
- 2 Draft Vision Scenarios
- Final Vision & Project Principle
- Project Design Directive

OPTIONAL TASK

The following task is not included in our overall project budget and is offered as a suggested optional task for consideration.

Statistically Valid Survey (\$10,000): Performed by RRC and Associates. Conduct a statistically valid survey of Johnstown residents and business owners relative to the development of Downtown vision alternatives. RRC will work with RRC and Johnstown to develop questions to test the two vision alternatives and associated guiding principles with members of the community. Includes:

- Mailing postcards to invite participants to an on-line survey
- Concludes once a statistically valid population response is received
- Collect a statistically valid sample for segmentation and comparisons across geographic and demographic groups in the community
- Allows flexibility for resident participation
- Tabulate results and develop a written report including findings; make data available in PowerPoint format

TASK 4: Solution Development, Selection & Activation

Create, develop, and evaluate physical and programmatic solutions for Downtown Johnstown.

TASK ACTIONS

Development of Draft Solutions: Prepare Downtown planning scenarios that activate the vision, Design Directive, and project findings. Scenarios may include new land uses, areas of focus, public spaces, multi-modal improvements, traffic management and parking recommendations, public realm enhancements (buildings, streetscapes and alleys), organizational improvements, and/or programmatic activations.

Concept Review & Finalization: Review draft solutions with Johnstown and the Steering Committee before refining the preferred solutions into a Final Concept Plan. Finalization actions include:

- Debut the final vision and Concept Plan at Downtown’s Cinco de Mayo Festival for public comment

- Utilize the Social Pinpoint virtual engagement platform and the Johnstown CRM platform to solicit comments and prioritize improvements with the public in a digital forum
- Present final Concept Plan to Stakeholder Committee, Johnstown staff, and relevant decision-makers for final amendments
- Produce Final Plan with supporting graphics, narratives, and associated land use summaries and exhibits

Costing, Financing Mechanisms & Phasing:

Develop high-level costs to construct, operate, and maintain improvements. Identify potential financing mechanisms, suitable partners, jurisdictions, and potential phasing scenarios to execute the Downtown Master Plan Vision.

Final Master Plan Report: Develop a Final Master Plan Report that promotes understanding and drives support with accessibility to a wide range of stakeholder audiences. Sections may

include the Master Plan development process; a summary of public feedback integration; the Design Directive; the final Downtown vision; the economic opportunities report; the final Master Plan with supporting exhibits; and an Implementation Action Plan.

DELIVERABLES

- Draft Downtown Planning Solutions
- Draft Concept Plan for Public Review
- Final Concept Plan with Narrative & Supporting Exhibits
- High-Level Cost Estimates
- Phasing Scenarios
- Implementation Action Plan
- Final Master Plan Report

COORDINATION WITH CDOT

Coordinating with CDOT and being familiar with CDOT processes will be important when thinking about future improvements as they relate to transportation. Our team has worked on a number of projects where the roadway is under CDOT jurisdiction but is within a local agency. Our team understands the proactive coordination required with CDOT during planning efforts, as well as how to incorporate factors that will be important during project implementation on a CDOT facility.



PROJECT TEAM & RESUMES

Item #12.

Our Team will be led by Will Wagenlander, an urban planner and designer with over 19 years of experience working on a diverse and wide range of urban design, transportation, and placemaking projects.

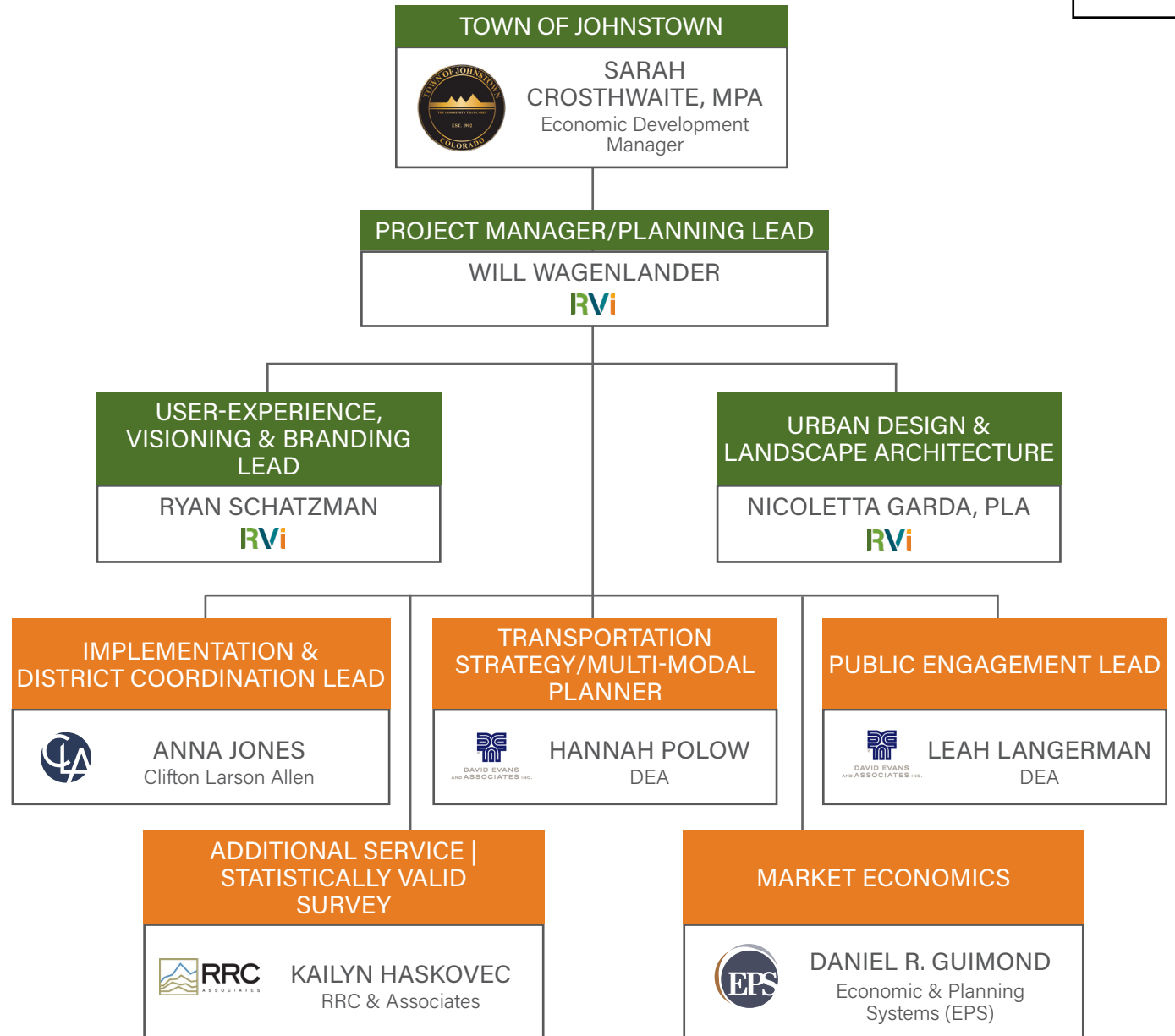
He will be our Team's primary point of contact. Key personnel shown represent a diverse but efficient group who have the capacity to address the needs of Downtown users and the totality of the Downtown's built environment to arrive at implementable and supported solutions. The Team has worked together on multiple projects for a wide range of clients.

Team's history of working together on previous successful projects

Our Team features a diverse range of firms and personnel who have a proven track record in executing successful projects for various clients including the Downtown Windsor Master Plan and the City of Wheat Ridge's I-70 aesthetics project. We have selected subconsultants with the expertise to deliver exceptional professional services to the Town of Johnstown. Our relationships are built on trust, quality design product, and a solid reputation for consistently delivering projects on-time and on-budget.

Positive Relationships & Project Transparency

We know you've worked hard to build and maintain relationships. Our people focused approach will build on your hard work by implementing a transparent and collaborative process that presents viable solutions and more importantly, the reasons behind them to your valued partners.



ADDITIONAL FIRM-WIDE PROJECT SUPPORT

30+ licensed Landscape Architects, 5+ AICP Certified Planners, 5+ LEED® Accredited Professionals, 2 SITES Accredited Professionals, Multitude of Planners, Designers and Project Managers, and depth of Administrative Support Staff

WILL WAGENLANDER | Project Manager/Planning Lead



Will has spent his 18-year planning and urban design career advocating for the needs of all people in the built environment. He approaches every opportunity with a collaborative style, bringing simplicity to complicated situations and giving clients and communities a voice to inform creative, implementable plans that address the complete environment. His relationships in the places and organizations he serves are the foundation of his management approach; he views project communication and stakeholder engagement and critical paths to project success.

His combined experience at landscape architecture, planning, and transportation engineering firms lends to an integrated understanding about how to deliver projects that get built on time within the budget.

SELECTED PROJECT EXPERIENCE

EDUCATION

University of Colorado,
Master of Urban Design;
Master of Urban &
Regional Planning

University of Puget Sound,
Bachelor of Arts – History

COMMUNITY INVOLVEMENT

Urban Land Conservancy (ULC); Transit Oriented Development Committee

HONORS & AWARDS

Downtown Denver Partnership Leadership Program

** indicates experience prior to joining RVI*

Windsor Downtown Alliance
Downtown Master Plan

City of Denver, Colorado
Park Hill Golf Course Small Area Plan*
Cherry Creek Dr. Street Design*
Various Station Area Plans*
Multi-Modal Community Networks*
Various Small Area Plans*

City of Longmont, Colorado
Longmont Mainstreet Corridor Study*

City of Lakewood, Colorado
Station Area Master Infrastructure Plan (MIP) for TOD*

City of Wheat Ridge, Colorado
Wheat Ridge I-70 Aesthetic Improvements
Ward Road Station Visioning Plan*

City of Aurora, Colorado
64th Avenue Urban Design & Multi-modal Study*

TOD Development Viability Analysis, Design Guidelines Development & Branding*

Texas State Parks
Northeast Texas Trails to Rails State Park Feasibility Analysis

The following projects were managed by Will prior to joining RVI Planning + Landscape architecture while with David Evans and Associates.

64th Avenue Mainstreet Urban Design & Mobility Study City of Aurora, Colorado

In collaboration with multiple City departments, key stakeholders, and developers, led the creation of a guiding vision and full-scale solutions for a new 64th Avenue main street/urban center in Northeast Aurora. Developed impact analysis of improvements and cost estimates to inform creative multi-modal transportation and adaptive re-use strategies. Drafted urban design guidelines and standards to create a unique sense of place with a unified main street environment that enhanced the relationship between transportation and urban design.

Keys to Success: Repurposing existing infrastructure to minimize impacts to the right-of-way and private property while achieving the project's vision.

Wheat Ridge I-70 Aesthetic Improvements City of Wheat Ridge, Colorado

Led the development of concept-level aesthetic and landscape improvements along the City's interstate frontage and exits to create a branded gateway to the City of Wheat Ridge. Managed interdepartmental

coordination and multi-modal planning with CDOT and the City. Designed streetscapes, gateway concepts, monumentation, and landscaped environments to strengthen the community's brand at its front door. Visioning and concept outcomes assisted the City in securing important bond funding for design and construction of improvements that are currently in progress.

Keys to Success: The development of improvements that were crafted with and supported by all City of Wheat Ridge department leaders to meet CDOT standards.

Park Hill Golf Assessment City of Denver, Colorado

As consultant team project manager for the City of Denver's Park Hill Golf Course Assessment, Will managed a diverse mix of subconsultants, stakeholder engagements, and public collaborations to explore community mobility/urban design opportunities and create a future vision for the development. He worked with the City of Denver to strategically engage surrounding communities and populations most impacted by potential changes to give them the largest voice in shaping the vision.

Keys to Success: Public engagement and interdepartmental coordination to incorporate contextually responsive elements that were desired by adjacent, underserved communities.

PROJECT TEAM & RESUMES

RYAN SCHATZMAN

User-Experience, Visioning & Branding Lead



Ryan is a multidisciplinary strategy leader who specializes in exploring new ideas to maximize the potential of every project. Before bringing a fresh perspective to planning and landscape

architecture, he led global design and strategy efforts for various Marriott, SC Johnson, and Proctor & Gamble brands, discovering unique ways to connect with consumers and create valuable experiences that improve people's lives. He fuses world-class design thinking and creative storytelling into the placemaking process, helping clients and teammates approach design with a deeper understanding of people, trends, lifestyles, and usability. The result leads to more valuable information and smarter decision-making.

SELECTED PROJECT EXPERIENCE

Windsor Downtown Alliance
Downtown Master Plan

City of Wheat Ridge, Colorado
Wheat Ridge I-70
Aesthetic Improvements

Peak Development
Canyon Pines – Design & Brand Strategy, Identity Development & Design Guidelines*

Richmond American Homes
Trails at Overland Ranch – Design & Brand Strategy, Identity Development*

Water Valley Company
Raindance – Design & Corporate Strategy*

Rock Creek HOA
Rock Creek – Community Engagement & Trends Development, Design Guideline Updates*

Taylor Morrison
Trailstone – Visioning, Design & Brand Strategy, Identity Development*

Meritage Homes
York Station – Visioning, Design Strategy & Brand Strategy, Identity Development*

NICOLETTA GARDA, PLA

Urban Design & Landscape Architecture



Nicoletta has 5 years of experience providing sustainable design solutions for a variety of project types including parks, recreation facilities, commercial, residential, mixed-use,

and hospitality. She recognizes the potential for spaces and values the opportunity to partner with both clients and the community to turn places into destinations. Nicoletta is a talented landscape designer who has worked across numerous climates providing landscapes that sustain and allow for a symbiotic relationship between the built and natural environment.

SELECTED PROJECT EXPERIENCE

Windsor Downtown Alliance
Downtown Master Plan

Texas State Parks
Northeast Texas Trails to Rails State Park
Feasibility Analysis

City of Wheat Ridge, Colorado
Wheat Ridge I-70
Aesthetic Improvements

City of Evans*
DaVinci Park

Extell Group*
Mayflower Base Village
Master Plan

City of Cheyenne*
Reed Avenue Rail Corridor

Colorado Parks and Wildlife*
Staunton State Park
Campground and Dines Parcel

Sweetwater State Park
Master Plan

Cameo Shooting and Education Complex

Denver Parks and Recreation*
Bible Park

ANNA JONES

Implementation & District Coordination Lead



Anna provides all facets of district formation and management for metropolitan districts, business improvement districts and multi-jurisdictional authorities. Specialties include strategic planning, long-term financing, TABOR election preparation,

capital improvement planning and implementation, and board facilitation. Prior to CliftonLarsonAllen, Anna was appointed by Mayor Michael B. Hancock to lead the NDCC, an initiative to focus diverse infrastructure investments and programmatic efforts in north Denver neighborhoods through partnerships and collaborative efforts. She has led project management, community outreach and development, healthy living, downtown planning and special improvement district projects.

SELECTED PROJECT EXPERIENCE

Town of Windsor, Colorado
Strategic Plan (2008)

CliftonLarsonAllen
Public Manager

City and County of Denver
Executive Director, North Denver Cornerstone Collaborative (NDCC)

Progressive Urban Management Associates
Senior Vice President

University of Colorado at Denver
Adjunct Professor, Masters of Urban and Regional Planning

PROJECT TEAM & RESUMES

HANNAH POLOW

Transportation Strategy/Multi-Modal Planner



Hannah has over 12 years of transportation planning experience. She leads planning projects including delivering updates to previous plans to develop viable concepts to be carried through design. In addition to her multi-modal expertise where she considers all modes as part of the transportation system, she has contributed to many design projects and understands the challenges associated with transitioning from concept to final design. She brings a realistic optimism to identifying solutions that can be successfully implemented.



SELECTED PROJECT EXPERIENCE

Boulder Valley School District, Colorado

Boulder Community School of Integrated Studies (BCSIS) & High Peaks Elem. School Traffic Study

Alicia Sanchez International Elem. School Traffic & Parking Study

City & County of Denver, Colorado

26th Street Neighborhood Bikeway

Neighborhood Planning Initiative (NPI) Near Northwest & Near Southeast Transportation & Market Studies

City of Littleton, Colorado

Mineral Mobility Improvements Planning Study

City of Aurora, Colorado

64th Avenue Multi-Modal Study

LEAH LANGERMAN

Public Engagement Lead



Leah has 17 years of experience facilitating public engagement for transportation and planning projects and 20 years of experience in the engineering and planning industry. She strategically develops tailored public engagement approaches specific to each project's needs. Leah focuses on equitable community engagement by removing barriers to participation and involving those who have been underrepresented. Her approachable personality and honest, timely communication of information builds trust with stakeholders.



SELECTED PROJECT EXPERIENCE

City of Wheat Ridge, Colorado

Youngfield Street Beautification

32nd Ave. Multi-Modal Improvements

City of Littleton, Colorado

Mineral Mobility Improvements

City of Aurora, Colorado

64th Ave. Multi-Modal Transportation & Urban Design Study

Arapahoe County, Colorado

Parker Road Corridor Improvements

Arapahoe County 2040 Transportation Master Plan Update

Boulder County, Colorado

Boulder County Trans. Master Plan Update

KAILYN HASKOVEC

Statistically Valid Survey (Additional Service)



Kailyn brings a unique perspective with a background in state and local government, parks and recreation, transportation, and social research. She can interpret qualitative and quantitative data to provide strategic recommendations and policy direction. Kailyn has managed a variety of parks and recreation studies, community surveys, market analyses, and tourism sentiment research.



SELECTED PROJECT EXPERIENCE

Parks, Recreation & Community Needs Assessments

Willamalane Park & Recreation District

Evergreen Park & Recreation District

Mesa, AZ

Outdoor Recreation Research

Quandary Peak, CO

Jefferson County Open Space, CO

Upper Colorado Wild and Scenic

Tourism, Special Event & Economic Research

Beaver Creek Mountain Resort, CO

City of Lafayette, CO

Town of Vail, CO

Ski Area Market Assessments

Mt. Garibaldi, BC

The Balsams, NH

Quarry Road, ME

DANIEL R. GUIMOND

Market Economics



Daniel has over 35 years of experience in market and financial analysis and development planning. He has worked on over 40 downtown development, commercial revitalization, and historic preservation projects. These assignments include market analysis and determination of retail, residential, and other development potentials; overall development strategy; specific project feasibility; financing; and implementation strategies.



SELECTED PROJECT EXPERIENCE

Johnstown Plaza Fiscal Analysis

Johnstown, Colorado

Ledge Rock Center Fiscal & Economic Impact Analysis

Johnstown, Colorado

Downtown Retail Strategy

Steamboat Springs, Colorado

Parker Downtown Market Study

Parker, Colorado

Denver Retail Conditions & Opportunities Study

Denver, Colorado

Midtown Corridor Redev. Study

Fort Collins, Colorado

Downtown Vision & Strategic Plan

Durango, Colorado

Downtown Master Plan

Montrose, Colorado

WINDSOR DOWNTOWN VISION & MASTER PLAN

Downtown Development Authority & Town of Windsor

Windsor, CO



REFERENCE

Windsor Downtown Alliance
Michelle Vance, Executive Director
661.333.5932
director@windsordda.com

PROJECT DESCRIPTION

RVI is exploring new downtown experiences with the Windsor community to envision its next chapter. Critical to the project's success were the initial community listening sessions. A listen-first perspective helped to alleviate public anger about controversial decisions that were made in the past. This intentional approach ensured that all community voices were heard unimpeded by consultant ideas and solutions that are often developed in isolation and can lead to incomplete solutions that address the wrong issues. At RVI, community engagement isn't a box to check, with a handful of community presentations selling a pre-baked idea. People have much to say and want to be heard – so we create opportunities to do more with them than just listen. Our goal is not only to engage the public and stakeholders but to facilitate trusting and lasting relationships, the most critical element to the realization and execution of a supported vision and plan. As part of this process, RVI adopts a people-first approach that creates avatars of diverse community members (business owners, students, homeowners, etc.) and outlines their specific needs and desires. This allows participants to examine issues with empathy and understanding.

YOUNGFIELD/GATEWAYS

City of Wheat Ridge

Wheat Ridge, CO



REFERENCE

City of Wheat Ridge
 Patrick Goff, City Manager
 303.995.6465
 pgoff@ci.wheatridge.co.us

PROJECT DESCRIPTION

As project manager, Will led the development of both planning-level aesthetic and landscape improvements and final design of improvements along the City's I-70 interstate frontage road and at exits to create a welcoming and branded gateway for visitors and residents to the City of Wheat Ridge. Both planning and design phases were guided and measured by a vision-based design directive that outlined the Jobs-to-Do that the finished project needed to perform. This creative strategy-based visioning process created a simple and logical process that tied improvements to the overarching vision. This ensured that implemented improvements executed the overarching vision. Activities include:

Stakeholder Engagement | Visioning | User Experience | Interdepartmental Coordination | CDOT Coordination | Development of conceptual monumentation | Streetscape & Landscape Improvements | Gateway Monumentation | Multi-modal Transportation Planning | Utility Feasibility

These activities worked in tandem to strengthen the community's brand and community gateway. Visioning and concept development assisted the City of Wheat Ridge in securing important bond funding for final design and construction of improvements that are now underway.

LOOKING GLASS

Land Asset Strategies, LLC



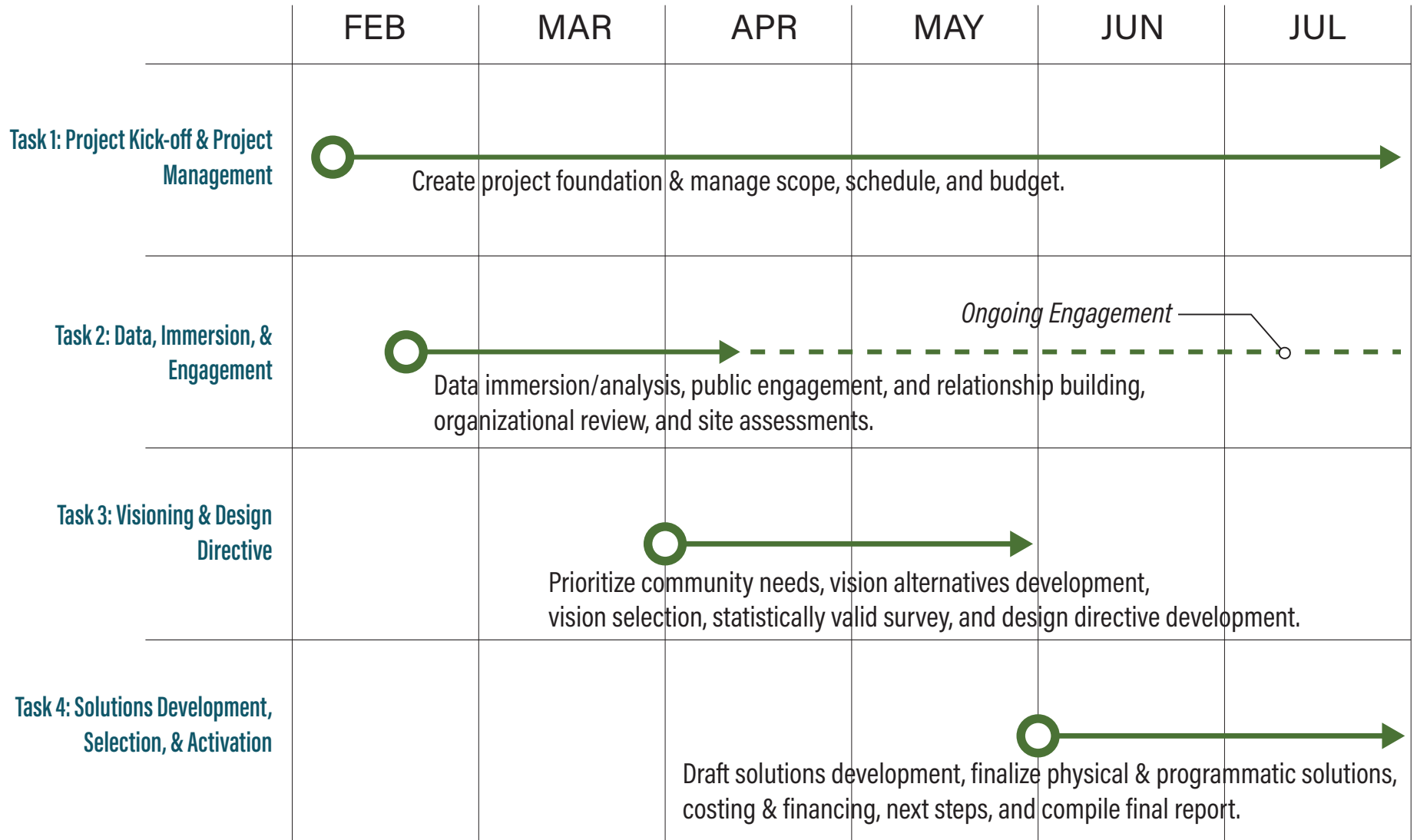
REFERENCE

Land Asset Strategies, LLC
 Don Guerra, Principal
 303.905.3496
 Don.Guerra@landassetstrategies.com

PROJECT DESCRIPTION

Looking Glass is a new master planned community in Parker, Colorado. This community is in the urban periphery and lacked a community core/Main Street. RVI was engaged by the developer to create an overarching vision and corresponding conceptual plans for a new community center. As part of this process, RVI developed a user-focused design charrette that charted potential users of the community core and identified market-appropriate businesses that could be successful given the developments location. At the conclusion of this workshop, RVI developed an overall vision and market mix that was used to develop two market-viable community center alternatives for consideration. The vision and alternatives are now being used to engage jurisdictions to identify and solve potential access issues and with potential development partners. Critical to project success was:

- Early engagement of area commercial brokers to understand and identify market gaps and site needs
- Development of two, very different alternatives that meet similar client goals and outcomes
- Coordination with surrounding improvements to provide multi-modal and vehicular access
- Development of configurations that leverage the site and communities intrinsic value including views, connections to parks, integration with nearby residential areas to create seamless transitions



RATE SCHEDULE

RVi Hourly Rate Schedule	
Role	Rate
Principal	\$220-275
Associate Principal	\$190-250
Practice Director	\$160-230
Project Director	\$150-230
Senior Project Manager	\$200-230
Project Manager	\$160-200
Associate Project Manager	\$140-160
Senior Landscape Architect (LA)/Planner (AICP)	\$190-220
Landscape Architect (LA)/Planner (AICP)	\$150-180
Sr. Design/Planning Associate	\$150-200
Design/Planning Associate	\$100-150
Design/Planning Intern	\$90-110
Project Administrator	\$80-175

CLA Hourly Rate Schedule	
Role	Rate
Principal	\$175

DEA Hourly Rate Schedule	
Role	Rate
Transportation Strategy/Multi-Modal Planner/Public Engagement Lead	\$175
Senior Planner	\$260
Junior Planner	\$115

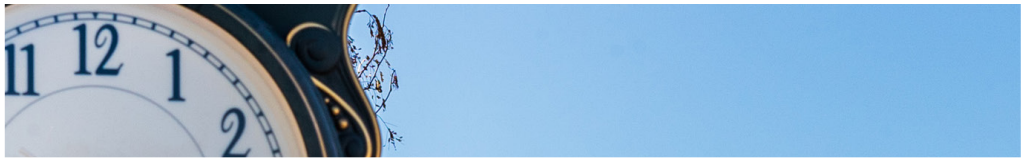
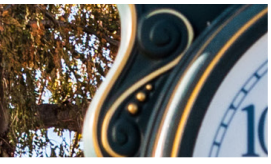
RRC Hourly Rate Schedule	
Role	Rate
CEO	\$180
Associate	\$130
Data Analysts	\$100
Support Staff	\$70

EPS Hourly Rate Schedule	
Role	Rate
Senior Principal	\$270
Senior Associate	\$175

COST ESTIMATE

Cost Proposal by Task	
Task	Fee
Task 1: Project Kick-off & Management	\$18,000
Task 2: Immersion & Engagement	\$28,000
Task 3: Visioning & Design Directive	\$26,000
Task 4: Solution Development, Selection, & Activation	\$28,000
TOTAL	\$100,000
Optional: Statistically Valid Survey	\$10,000
TOTAL (with Optional Statistically Valid Survey)	\$110,000





Town of Johnstown, Colorado DOWNTOWN JOHNSTOWN MASTERPLAN PROJECT



PROPOSAL SUBMITTED BY
LOGAN SIMPSON

January 18, 2024

TRANSMITTAL LETTER

January 17, 2024

Sarah Crosthwaite, Economic Development Manager
Town of Johnstown
450 South Parish Avenue
Johnstown, Colorado 80534
970-578-9612
SCrosthwaite@Johnstownco.gov



Subject: Downtown Johnstown Masterplan Project

Dear Ms. Crosthwaite and Members of the Selection Committee:

Logan Simpson is delighted to present the attached proposal for the Downtown Johnstown Masterplan Project to continue implementing previous efforts our team co-created with the Town of Johnstown over the past several years. Project **Principal Bruce Meighen** and **Project Manager Cameron Gloss** have overseen downtown-focused projects within the larger region such as the award-winning 2017 Fort Collins Downtown Plan and Code Update, Fort Collins ReFILL I and II studies, and the Lincoln Corridor Plan. Bruce has over thirty years of experience successfully implementing land use and downtown plans and funding districts including one of the largest funding districts in Florida and the most recent sales tax initiative in Larimer County to support parks, open space, fairgrounds, and event centers. Cameron has overseen the planning and implementation of numerous downtown and corridor plans. Cameron is well known for being able to balance the priorities of elected officials, stakeholders, and the public and translate those priorities into implementable and community-driven plans.

Logan Simpson has completed over 200 land use plans and codes in every western state. Our Fort Collins-based team brings a range of proven experience in working with DDAs and CRAs throughout the country, including the Southwest Mesa Redevelopment Plan in Arizona and the West 192 Redevelopment Plan outside Orlando, Florida, both which identified blighted areas, analyzed opportunities, and developed conceptual design and redevelopment options. We are currently working on a parcel-based analysis determining attractiveness and timing of redevelopment for 500,000 properties in Phoenix, Arizona. With local knowledge and a deep commitment to the Colorado Front Range, we have the experience—and our multi-disciplinary firm of 170 professionals has the resources—to lead the team, meet the schedule, and realize the goals of the project. Logan Simpson's staff is proud of its successful planning and implementation of multiple downtown plans that can be experienced locally. We would be happy to invite you to tour our team's past projects.

Project Manager Cameron Gloss will serve as the primary point of contact for this effort. Cameron can be reached in our Fort Collins office located at 213 Linden, Suite 300, Fort Collins, Colorado 80524, as well as via cell phone or email as listed below his signature. Please note that Logan Simpson acknowledges receipt of Addendum No. 1, containing the pre-bid presentation and notes.

Regards,


Bruce Meighen, AICP
Project Principal
O: 970-449-4100 / C: 970-214-9349
bmeighen@logansimpson.com


Cameron Gloss, AICP
Project Manager
O: 970-449-4100 / C: 970-214-6926
cgloss@logansimpson.com

1. SCOPE OF SERVICES

Below is a general breakdown of how our team proposes to approach the scope of work outlined in the RFP.

PHASE 1.0 OPPORTUNITIES AND CHALLENGES IDENTIFICATION |

FEBRUARY-MARCH

TASK 1.1. PROJECT KICKOFF AND ONGOING MANAGEMENT

Kickoff Workshop. An in-person kickoff workshop between Town Staff (TS) and Logan Simpson (consultant) will be held to solidify the overall schedule, confirm key milestones, define approach and outcomes, discuss data needs, and identify key inclusions in the Public Engagement Plan. This kickoff will also include a walking tour of the downtown corridor identified as the study area to understand key issues, opportunities, and projects.

TS Meetings. Regular bi-weekly conference calls (as needed throughout the process) and milestone in-person discussions will ensure that scope, schedule, quality, and budget are effectively managed and meet expectations throughout the process. Monthly progress reports will be included with all invoices, clearly outlining the tasks completed during that month.

Data Collection and Inventory. The consultant will submit a data request to the Town for geospatial and tabular data and relevant planning documents or studies. This data request could include baseline data such as zoning, future land uses, existing land uses, planned or entitled developments, current and planned roads or paths, service district boundaries and capacities, and recently completed buildout calculations and numbers. This task also includes analysis of the physical features of the downtown including 3-D analysis of building forms, areas of transition and redevelopment, conceptual building conditions, historic building inventory, special district boundaries, road volumes and conditions, existing and proposed street typologies, infrastructure and parking inventory, pedestrian connections, third-

spaces, winter condition limitations, and other physical building components. This data collection and inventory will be used to analyze existing conditions and opportunities and challenges for downtown. The existing conditions and opportunities and challenges will be organized into the following key themes: land use and infrastructure, housing, economic development, mobility and connectivity, parks and open spaces, character areas and design.

Website and Online Engagement. The consultant team, in coordination with TS, will develop a framework for webpage setup that provides a consistent repository for meeting materials, public engagement opportunities, notification for next steps, key dates, etc. This website platform can be a dedicated webpage on the Town's existing website or a separate third-party platform Bang the Table (described in more detail in the optional tasks section of this phase).

TASK 1.2. PUBLIC ENGAGEMENT PLAN

Public Engagement Plan. This task will establish the project's community engagement approach and scope. Based on TS collaboration and feedback, the consultant will prepare an extensive and equitable outreach program. This Public Engagement Plan (PEP) will serve as an updateable and evolving document throughout the process, outlining an overall schedule of events and type, notification and distribution techniques, strategies, and tools for gathering input, and in-person event format and venue with paired online activity(ies) and a questionnaire. Events are anticipated to be a combination of attendance and visibility at existing community events, along with project-specific in-person events, and an online project-specific presence throughout the process. The number and location of events and meetings will be confirmed through completion of the PEP but are anticipated to be conducted in a wide range of areas throughout the County and will include specifically

targeted locations in which participation has been historically difficult, and of which have high numbers of historically marginalized and under-resourced, under-represented communities.

The engagement approach is designed to keep community members informed throughout the planning process, gather feedback, including demographic data, at critical points, and create local champions. A comment tracking system will ensure we hear from a broad representative demographic, including residents, business owners, employees, elected and appointed officials, visitors to the area, community groups and non-profits, and other invested partners.

TASK 1.3. PROJECT FOUNDATION

Existing Conditions. The consultant will what what has been successful and what challenges have been experienced with project implementation in the downtown corridor, assess existing funding sources, and determine what other programs are being used by similar western communities. Additionally, the consultant will determine the current fabric of the area by understanding the current uses and existing infrastructure. The consultant will also electronically audit other relevant downtown plans which will be provided to the consultant by TS.

TASK 1.4 JDDA, PROPERTY OWNER, AND BUSINESS OWNER WORK SESSIONS

The consultant will work with TS to coordinate a joint meeting with the JDDA and P&Z to understand the project goals and objective from each body and facilitate a discussion of the opportunities and challenges in the downtown area.

Following the joint worksession, the consultant will work with TS to facilitate a worksession with property and business owners in the downtown area to understand not only issues and opportunities, but also understand future development goals and any in-progress or upcoming projects.

PHASE 2.0 VISION | MARCH - APRIL

TASK 2.1. PUBLIC KICKOFF AND VISIONING EVENTS

Public Kickoff. Logan Simpson will develop materials, develop engagement activities, and facilitate these events with assistance from TS to solicit input on challenges and opportunities in the downtown area. Events could take the form of independent public workshops or open houses or be combined with an existing community event to boost attendance through a pop-up engagement opportunity. TS will arrange meeting locations and lead event promotion efforts through the Town's official communication channels. In conjunction with in-person events, the consultant will create an online questionnaire or other online activities to engage the public and solicit input regarding opportunities and challenges in the downtown area.

This large-scale public outreach series will launch the promotional campaign for the Plan and feature interactive community events and drop-in activities at local destinations.

Community Open Houses/Drop-In Events. The consultant will hold up to three (3) in-person community open house meetings or drop-in events (including one as a virtual option) to solicit shared community values, key issues, and big ideas and opportunities facing the downtown area based upon the identified key themes of land use and infrastructure, housing, economic development, mobility and connectivity, parks and open spaces, character areas and design.

These events could be held in tandem with a popular community event or at community gathering areas and local destinations to engage residents, businesses, employees, and local community members in a casual and comfortable environment. These events could include the use of imagery, 3-D renderings, visual simulation, and hand drawings to help illustrate visionary concepts and ideas.

Online Engagement. The consultant will create online activities such as questionnaires, visual preference activities, and community mapping to engage residents unable to attend the meetings. The same questions will be asked at all events as well as an online questionnaire.

TASK 2.2. VISION DOCUMENT

Vision Development. Following the visioning events, the consultant will generate a summary of common community values and key themes in a Visioning Outreach Summary. We will then work with TS to draft vision statements that illustrate an aspirational direction for the Downtown Masterplan and tied to other adopted Town and regional planning documents. This vision will summarize community values and goals and provide overarching direction for the Plan. The vision and key themes should also set the stage for defining the future of downtown Johnstown.

Ultimately, the vision document will include the foundational information gathered in Phase 1 as well as text and imagery to guide further development of the Downtown Masterplan policies and schematic corridor design elements.

PHASE 3.0 CHOICES AND STRATEGIES | APRIL-JUNE

TASK 3.1. DOWNTOWN CHOICES WORKSHOPS

The analysis and evaluation of opportunities in Phase 1 and preliminary vision established in Phase 2 will result in a set of topics and choices that may either be a significant deviation from current trends or policy, controversial or misunderstood, or possibly new or untested ideas to consider. Communicating the context, tradeoffs, and potential benefits surrounding each choice is essential to this outreach task and therefore, a diverse and engaging set of public outreach activities is recommended. The

outcome of the choices analysis, workshops, and online activities will identify community-supported strategies and direction for each of the key themes that we will then translate into preliminary goals, policies, and implementation actions.

Community Workshops. The consultant will conduct up to two (2) community workshops as an opportunity to talk with individuals in small group discussions about each of the policy and implementation choices. Workshops will focus on key topic groups such as aesthetic improvements, infrastructure improvements, and funding priorities.

Online Activities. Community workshops will be paired with online activities including a full questionnaire and visual preference activity. These activities will mirror the questions asked at the community workshops and will be supplemented by the video recording and educational materials presented at the events.

Choices Outreach Summary. Feedback received through events and online activities will be analyzed and presented together in an overall Choices Outreach Summary. This report will highlight where clear priorities were established by the public, and where additional discussion may be needed with the JDDA, P&Z, and/or TC.

TASK 3.2. IMPLEMENTATION

Following the downtown choices workshops, the consultant will work with staff to develop and implementation matrix defining priority implementation strategies for each of the key themes to achieve the vision and desired future character for the downtown area. These strategies could include regulatory changes like removing regulatory barriers to infill and redevelopment, revised parking requirements and standards, and density bonuses; beautification and redevelopment enhancements like pedestrian street activation, demolition and infrastructure investment opportunities, revised programming for key areas and community anchors, and identifying

grants and funding for beautification and aesthetic improvements; and addressing future needs like park and greenway expansions, capital projects, small business assistance, property acquisition, third-use areas, intersection improvements, safe bicycle and pedestrian connections, and alleyway activation strategies.

TASK 3.3. PROPERTY AND BUSINESS OWNER WORKSESSION #2

The consultant will work with TS to facilitate a second worksession with property and business owners in the downtown area to review the vision and public feedback to date on opportunities and choices and begin to fine tune specific scenarios or design options for the downtown area.

PHASE 4.0 PLAN DEVELOPMENT | JUNE-JULY

TASK 4.1. DRAFT PLAN DEVELOPMENT

The consultant will assemble an innovative, streamlined, and graphically appealing plan that is concise, user-friendly, easily navigable, and accessible to the public with minimal technical language or jargon; and includes extensive use of maps, tables, renderings, and other graphics. The final document will be an attractive, engaging, and easy to use document. Draft(s) and final documents are anticipated to be organized by theme, with each theme including maps and graphics; goals, objectives, and actions; history, issues and opportunities analysis; findings from public engagement (i.e., input sessions, community events, and one-on-one meetings). The Masterplan will also provide a description of the process and any other items deemed appropriate by the Town.

TASK 4.2. JDDA/P&Z JOINT WORKSESSION #2

Prior to public release of the draft Plan, the consultant will meet with JDDA and P&Z in a worksession format. Discussion will focus on where results were

inconclusive from Phase 1 and 2 public engagement and any questions regarding final plan format.

TASK 4.3. DRAFT PLAN PUBLIC REVIEW

The public will have the opportunity to review and provide feedback on the Masterplan through celebrating and highlighting the community process and journey. Attendees and participants will have the opportunity to comment on the draft plan document in person at a variety of downtown events as well as online engagement. Review materials will include not just the document itself, but photos, imagery, words, and graphics that represent the process and final Masterplan. A short digital questionnaire will be available for the majority of respondents, but also allow the ability for more interested users to pull up the digital document and review word-for-word, with key questions associated on key pages and elements.

TASK 4.4. FINAL PLAN AND CELEBRATORY SUMMIT

The public draft plan will be revised and refined based on direction from the public, TS, and downtown business and property owners. A Celebratory Summit will bring together JDDA, P&Z, TC, and possibly other Town boards to celebrate the accomplishments so far in the process and to review the draft plan as a group ahead of the adoption hearings.

PHASE 5.0 ADOPTION | JULY - AUGUST

TASK 5.1. ADOPTION HEARINGS

A minimum of two (2) public hearings are anticipated before adoption of the Masterplan including review by TC. The consultant team anticipates two rounds of minor revisions including any revisions from public hearing comments in this phase. Following adoption, all final materials and files will be packaged and transmitted to the Town.

OPTIONAL TASKS:

TASK 1.0. OPPORTUNITIES AND CHALLENGES IDENTIFICATION

Establish Advisory Committee (AC). TS and consultant team will identify committee members able to represent the JDDA, P&Z, TC, community groups, property owners, business owners, and local non-profits to help guide the process and serve as a sounding board for ideas.

Third-Party Project Website. Logan Simpson will develop, maintain, and update a dedicated project website on the Granicus Engagement HQ Platform for the duration of the project. The project website will serve as an online hub of information and forum for engagement. The site functions as a key source of information on upcoming engagement opportunities and a venue for interaction through tools such as quick polls, questionnaires, and interactive maps. Interested residents can subscribe for updates that will include opportunities to participate in the planning effort, key reports and deliverables, public outreach results, and the draft plan.

Additional Renderings or 3-D Graphics. Our team of landscape architects and graphic designers can bring big ideas to life through 2D and 3D visualizations, concept plans, custom illustrations, and photo-realistic renderings. These supporting visuals often become the most recognizable elements of a master plan and provide the Town with a method for quickly and easily communicating project details – an invaluable resource when seeking grant or donor funding.



*Concept Sketch for Chandler Downtown Corridor Plan
Chandler, AZ*

2. RESUMES AND BIOS OF KEY STAFF



BRUCE MEIGHEN, AICP | PROJECT PRINCIPAL

Bruce is a certified planner with over 30 years of experience and over 55 awards in planning and public involvement. He manages Logan Simpson's community planning team in Fort Collins and has completed over 200 comprehensive, redevelopment, downtown, and subarea plans. Bruce has redefined plans to focus on highly graphic or digital plans that include character-based planning, adaptive management, and new types of tools, all with a focus on implementation, including funding, incentives, codes, guidelines, and strategic initiatives. He excels at redevelopment, infill, and catalyst projects for downtowns, town centers, subareas, and corridor plans. He can create innovative public involvement programs that prioritize issues crucial to outcome-oriented plans and specializes in managing defensible planning processes that create sustainable and resilient communities with common, enduring visions.

EDUCATION

Master of City and Regional Planning, Georgia Institute of Technology, 1994

B.A., Geography Urban Systems, McGill University, Montreal, Quebec, 1992

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners (AICP)

SELECTED PROJECT EXPERIENCE:

- **Cheyenne Downtown Master Plan, Wyoming**
- **Redevelopment/Infill Planning Study (Refill) and Redevelopment Project Analysis (Refill II), Fort Collins, Colorado**
- **Lincoln Corridor Plan, Fort Collins, Colorado**
- **McCall Downtown Plan, McCall in Motion Comprehensive Plan and Transportation Plan, and McCall Area Workforce Housing Study, Idaho**
- **Mills Comprehensive Plan and Mills Main Street Corridor Study, Mills, Wyoming**
- US 287 Strategic Plan, Loveland, Colorado
- Englewood Forward Comprehensive Plan, Colorado
- Arvada Comprehensive and Transportation Plans, Colorado
- Castle Pines Mixed Use Development Standards, Colorado
- Mountain Vista Subarea Plan and Strategic Analysis, Fort Collins, Colorado
- South College Corridor Plan, Fort Collins, Colorado
- Cheyenne Downtown Master Plan, Wyoming
- Seven Trails Master Plan and Town Center Development Plan, Douglas, Wyoming
- Town of Jackson/Teton County Comprehensive Plan and Character Districts, Wyoming
- Cody Comprehensive Plan and Downtown Framework, Wyoming
- Generation Casper Comprehensive Plan, Casper, Wyoming
- South of the River Subarea Plan and Architectural Overlay District Guidelines, CBD and Riverfront Center, Star, Idaho
- Fields Subarea and Town Center Plan, Meridian, Idaho
- West Henderson Land Use Plan Update and Inspirada Town Center, Nevada
- Westside Creeks Restoration Project and Conceptual Plan, San Antonio Texas
- US Highway W192 Corridor Redevelopment Plan and URA, Osceola County, Florida
- Orange Avenue Corridor Plan, Winter Park, Florida



CAMERON GLOSS, AICP | PROJECT MANAGER

Cameron has over 35 years of public and private sector experience as a community planner. His areas of expertise include the development of community comprehensive plans, subarea and neighborhood plans, preparation and implementation of land use codes and guidelines, restructuring of development review processes, and community sustainability. Much of his work has focused on comprehensive planning for small and mid-sized communities and implementation strategies for infill and redevelopment. He is highly regarded in the Fort Collins community for building work relationships and generating innovative solutions to difficult issues. Prior to joining Logan Simpson, Cameron has directed the City of Fort Collins Planning program and is attributed to the successful merger of the long-range and development review functions previously housed in separate departments.

EDUCATION

B.S. Geography with emphasis in Urban Studies, Arizona State University, 1983

PROFESSIONAL REGISTRATIONS

Member, American Institute of Certified Planners (AICP)

Member, American Planning Association

SELECTED PROJECT EXPERIENCE:

- **Cheyenne Downtown Master Plan, Wyoming**
- **Downtown Plan and Development Code, Fort Collins, Colorado**
- **Redevelopment/Infill Planning Study (Refill) and Redevelopment Project Analysis (Refill II), Fort Collins, Colorado**
- **Lincoln Corridor Plan, Fort Collins, Colorado**
- South College Corridor Plan, Fort Collins, Colorado
- Castle Pines Comprehensive Plan, Colorado
- Pagosa Springs LUDC Update, Colorado
- Gypsum - Eagle River Area Plan, Colorado
- Colorado State University 2010 Master Plans, Fort Collins, Colorado
- Harmony Gateway Standards and Guidelines, Fort Collins, Colorado
- City Plan (Comprehensive Plan Update), Fort Collins, Colorado
- Land Use Code Updates, Fort Collins, Colorado
- Ketchum Historic Preservation Guidelines, Idaho
- Principal accomplishments for the City of Fort Collins, Colorado:
 - Led numerous Long-Range Planning efforts, including City Plan, and long-range plans at the Subarea, Neighborhood and District scales.
 - Created a fiscal impact model for the largest enclave annexation in State history (2¾ square miles) and designed and led the public review process.
 - Supported implementation of downtown initiatives.



JENNIFER GARDNER, RLA | ASSISTANT PROJECT MANAGER

Since 2000, Jennifer has been dedicated to the planning and design of spaces small and large. Her tireless passion for connecting the natural and built environments has led to an extensive resume of projects spanning both public and private sector. Jennifer is experienced with planning and entitlement, project coordination, land use codes and comprehensive plans, landscape design, irrigation design, site design, park and open space design, streetscape design, and construction administration. Through years of entitlement work, she has gained much insight into the opportunities and challenges that communities face throughout the Rocky Mountain region and is dedicated to building the framework to help each community achieve their ultimate development goals.

EDUCATION

B.S., Landscape
Architecture,
Colorado State
University, 2000
(ASLA Student Merit
Award)

PROFESSIONAL REGISTRATIONS/ ACCREDITATIONS

Registered
Landscape Architect,
Colorado #714,
Wyoming #LA-0136C,
Oregon #LA1009
Colorado ASLA North
Area Director
CSU Alumni Advisory
Board for Landscape
Architecture
Department
Member American
Society of Landscape
Architects

SELECTED PROJECT EXPERIENCE:

- 2021 Johnstown Area Comprehensive Plan, CO
- Larimer County Comprehensive Plan for Community Development. Larimer County, CO
- Wellington Comprehensive Plan and Land Use Code Update. CO
- Wellington Landscape and Irrigation Standards. CO
- Castle Pines Comprehensive Plan Update (2020) + Mixed-Use Design Guidelines. CO
- Summit County Code Audit for Affordable Housing. CO
- Jefferson County Plan and Regulation Update. CO
- Pagosa Springs Land Use Development Code Update. CO
- Manitou Springs Zoning and Subdivision Rewrite. CO
- Integrating Sustainability Practices into the Land Development Code. Westminster, CO
- Milliken Town Planner. Milliken, CO
- Sign Code. Fort Collins, CO
- Land Use Code Update. Loveland, CO
- Ketchum Community Core Design Guidelines and Historic Preservation. ID
- Star South of the River Subarea Plan. Star, ID
- Architectural Overlay District Guidelines. Star, ID
- Fields Subarea Plan, Town Center and Guidelines. ID
- Teton County Land Development Code Update. ID
- Hamilton Comprehensive Plan Update and Code Assessment. Hamilton, MT
- Uniquely Driggs Comprehensive Plan. ID
- Salt Lake City Sustainable Code Review. UT
- Zoning and Subdivision Code Update. North Ogden, UT
- Ogden Unified Development Ordinance. Wasatch Front Range Council. UT
- Millcreek Full Code Update. UT
- Meadowbrook District and Town Center Form Based Codes. Millcreek, UT
- Bozeman Unified Development Code Update. MT
- West 192 Streetscape and Building Design Guidelines and Land Development Code, FL



MEGAN MOORE, ASLA, ASSOC. AIA | URBAN DESIGN

Megan is an urban designer and planner with extensive experience in comprehensive and subarea planning and placemaking for a range of communities. She brings 15 years of experience to this project and is the recipient of over 30 design and planning awards. Her planning capabilities are enhanced by her background in architecture and landscape architecture, giving her a unique perspective into design strategies and solutions. She is an expert at combining input from staff, stakeholders, and the public with data and demographics, resulting in plans that reflect the vision and goals of a community while encouraging appropriate and innovative growth strategies.

EDUCATION

Master of
Architecture and
Master of Landscape
Architecture,
University of
Colorado at Denver,
2005

Graduate Certificate
in Historic
Preservation,
University of
Colorado at Denver,
2005

B.S. in Architectural
Studies, University
of Illinois at Urbana-
Champaign, 2001

SELECTED PROJECT EXPERIENCE

- **Cheyenne Downtown Master Plan, Wyoming**
- **Redevelopment/Infill Planning Study (Refill) and Redevelopment Project Analysis (Refill II), Fort Collins, Colorado**
- **Lincoln Corridor Plan, Fort Collins, Colorado**
- **McCall Downtown Plan, Idaho**
- **Mills Comprehensive Plan and Mills Main Street Corridor Study, Mills, Wyoming**
- Mountain Vista Subarea Plan, Fort Collins, Colorado
- South College Corridor Plan, Fort Collins, Colorado
- US 287 Strategic Plan, Loveland, Colorado
- Downtown Master Plan and Streetscape Enhancements, Johnstown, Colorado
- North Nevada Corridor Urban Renewal Master Plan and Design Guidelines, Colorado Springs, Colorado
- Highlands Ranch Metro Districts, Civic Green Gardens and Arboretum, Colorado
- Gypsum - Eagle River Area Plan, Colorado
- Mountain Village Comprehensive Plan and Town Hall Subarea Plan, Colorado
- Seven Trails Master Plan and Town Center Development Plan, Douglas, Wyoming
- Cody Comprehensive Plan and Downtown Framework, Wyoming
- Town of Jackson/Teton County Comprehensive Plan and Character Districts, Wyoming
- Generation Casper Comprehensive Plan, Casper, Wyoming
- South of the River Subarea Plan and Architectural Overlay District Guidelines, CBD and Riverfront Center, Star, Idaho
- Fields Subarea and Town Center Plan, Meridian, Idaho
- Bountiful By Design General Plan and Downtown Framework, Utah
- West Henderson Land Use Plan Update and Inspirada Town Center, Nevada
- Westside Creeks Restoration Project and Conceptual Plan, San Antonio Texas
- US Highway W192 Corridor Redevelopment Plan and URA, Osceola County, Florida
- Orange Avenue Corridor Plan, Winter Park, Florida



STEVE SIGLER, RLA | DESIGN

Steve is a licensed landscape architect in the State of Wyoming with more than 17 years of experience. He has provided design, project management, and construction documentation and administration on a variety of parks, natural areas, river corridors and restoration, trails, public campuses, museums sites, and streetscape projects. Steve is well versed in digital 3D modeling programs such as AutoCAD, SketchUp, and Microstation, as well as rendering and animation programs including Adobe Creative Suite, Lumion 3D, and 3D Studio Max. He carries a deep understanding of the how to use graphics to convey design and planning concepts to clients, team members and the public. Steve has been a design team member on award winning projects, including: the LEED™ V4 Platinum Utilities Administration Building in Fort Collins, Colorado; Englewood, Colorado's Police Headquarters; Viestenz Smith Mountain Park in Loveland, Colorado; and the Perot Museum of Nature and Science in Dallas, Texas.

EDUCATION

B.S. Landscape Architecture, Colorado State University, 2005

PROFESSIONAL REGISTRATIONS

CLARB Certified Landscape Architect (#34752)
Licensed Landscape Architect (Colorado #1143), Wyoming (LA-0240C)

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects (ASLA)

SELECTED PROJECT EXPERIENCE:

- **Lincoln Corridor Plan, Fort Collins, Colorado**
- **McCall Downtown Plan, Idaho**
- **Mills Comprehensive Plan and Mills Main Street Corridor Study, Mills, Wyoming**
- Block 32 Civic Center Master Plan, City of Fort Collins
- Fruita Downtown Streetscape Design, Fruita, Colorado
- Fairgrounds Avenue Road and Streetscape Design, Windsor/Loveland, Colorado
- Erie Parkway Corridor Plan, Erie, Colorado
- Colorado State University Pedestrian Underpass, Colorado State University
- Adams County Human Services Headquarters Plaza (Park 12 Hundred), Westminster, Colorado
- Windsor Comprehensive Plan, and Small Area Plans, Colorado
- Generation Casper Comprehensive Plan, Casper, Wyoming
- Town of Jackson/Teton County Comprehensive Plan and Character Districts, Wyoming
- Wyoming State Hospitals Lander and Evanston Health Facilities, Wyoming Department of Administration
- South of the River Subarea Plan and Architectural Overlay District Guidelines, CBD and Riverfront Center, Star, Idaho



TED KAMP | LELAND CONSULTING | MARKET ANALYST

Edward “Ted” Kamp provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information design to convey critical market intelligence to stakeholders.

His work spans a variety of development and planning contexts including urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development. Recent client work has covered locales across the western and central US. In addition, he taught the Urban Market Analysis course for planning graduate students at the University of Colorado-Denver for five years.

After receiving a BBA (with honors) from the University of Oklahoma and an MS in Marketing/Consumer Behavior from the University of Arizona, Ted provided research and strategic planning services for the Leo Burnett advertising agency in Chicago. He subsequently earned a Masters in Urban and Regional Planning (and completed PhD coursework) at the University of Colorado-Denver. He has provided urban market analysis consulting services for the past 18 years.

EDUCATION

Master of Urban and Regional Planning, PhD coursework, University of Colorado

Master of Science, Marketing (Consumer Behavior), University of Arizona

Bachelor in Business Administration, University of Oklahoma

AWARDS AND PUBLICATIONS

1999 Outstanding Graduate: Urban and Regional Planning Masters Program, University of Colorado-Denver

1998 ASCP McClure Student Award: “Empathy and Planning”

Author, Journal of Advertising Research, December 1995

SELECTED PROJECT EXPERIENCE

- Entertainment District Analysis, Lone Tree, CO
- Downtown Plan Update, Sioux Falls, SD
- Comprehensive Plan Update, Lochbuie, CO
- Town Center Market Study, North Salt Lake, UT
- Downtown Plan Update and Comprehensive Plan Framework, Auburn, WA
- Citywide Retail Analysis, Boulder, CO
- Comprehensive Plan Update, Federal Heights, CO
- Housing and Industrial Supply and Demand Study, Sandpoint, ID
- Comprehensive Plan Update, Glenwood Springs, CO
- Economic Development Strategy, Meridian, ID
- Comprehensive Plan Update, Carbondale, CO
- Citywide Retail Strategy, Westminster, CO
- Downtown Redevelopment Plan, Albuquerque, NM
- Downtown Civic Core Vision and Action Plan, Renton, WA
- Town Center Specific Plan, Covina, CA
- Comprehensive Plan, Brighton, CO



SAM ELIASON | UNITED CIVIL | CIVIL ENGINEER

Sam has over twenty-five years of varied civil engineering experience and is the co-founder of United Civil Design Group. He has served as a project manager and design engineer on many projects for public agencies and private development. His expertise is in the development of sites for public facilities, commercial facilities, and residential developments.

Sam thrives being part of team and enjoys coordinating with the owner, project team, and other stakeholders to ensure a successful project. He is passionate about providing clients with a high level of service on each of their projects.

EDUCATION

Washington State
University

Bachelors of Science
Civil Engineering

AREAS OF EXPERTISE

Project Management
Infrastructure
Planning
Infrastructure Design
Site Development

REGISTRATIONS

Professional Engineer
- CO #38212

SELECTED PROJECT EXPERIENCE

- 2534 Infrastructure Planning & Design – Johnstown, CO
Client: Thompson Crossing Metro Districts No. 2 & No. 3
- Orchard Park Place Infrastructure Planning & Design – Westminster, CO
Clients: Orchard Park Place North & South Metro Districts
Client: City of Westminster
- Loveland North Transit Center – Loveland, Colorado
Client: City of Loveland
- Loveland Sidewalk Connectivity Program - Loveland, Colorado
Client: City of Loveland
- 1st Street GLIC Bridge Replacement - Loveland, Colorado
Client: City of Loveland
- Foothills Solar & Substation - Loveland, Colorado
Client: City of Loveland
- Loveland Public Works Service Center - Loveland, Colorado
Client: City of Loveland
- Johnstown Family Health – Johnstown, CO
- Johnstown Flex – Johnstown, CO
- Blue Frog Roofing – Johnstown, CO
- Thompson Ridge Estates – Johnstown, CO

3. DESCRIPTION OF RELEVANT EXPERIENCE

CHEYENNE DOWNTOWN MASTER PLAN PROJECT, WYOMING

The City of Cheyenne is updating its Downtown Development Authority (DDA) Plan of Development through a community-driven process aimed at creating a guiding, and comprehensive, vision for the future of Downtown Cheyenne. The Plan will provide a blueprint for strategies that promote economic vitality and increase public activities, while enhancing the historic western charm of Downtown.

Since 1991, when the first DDA Master Plan for the Downtown Cheyenne Core Area was adopted, more than three dozen plans have been created that influence the direction of downtown. The latest version of the DDA Master Plan of Development, which is being updated, was adopted in 2011 with minor amendments in 2016, 2017 and 2018. Adopted plans range from the community-wide Plan Cheyenne to very specific plans for areas like the Reed Avenue Corridor, Downtown alleys, and parking management strategies. A detailed audit of these plans was conducted to evaluate both their successes and challenges and identify priority actions for the updated plan.

A cornerstone of the Plan's development will be a robust community engagement process. Broad participation will be solicited from Cheyenne residents and visitors, with the process designed to allow for a variety of levels of participation.

REFERENCE: Charles Bloom, AICP, Planning and Development Director, City of Cheyenne | cbloom@cheyennecity.org | 307-637-6282



FORT COLLINS DOWNTOWN PLAN AND CODE UPDATE, COLORADO

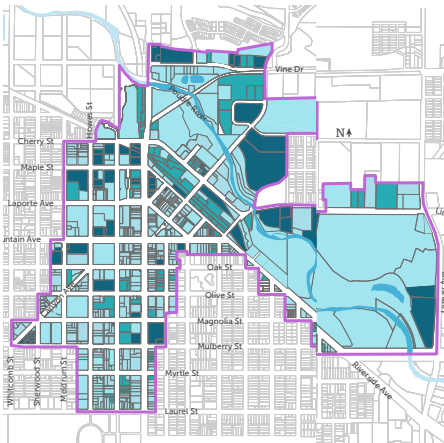
The award-winning Fort Collins downtown plan and subsequent code update have supported infill and redevelopment of downtown Fort Collins and contributed to the unique vibrancy that is inherent in Fort Collins. The Downtown Plan's ultimate success relies on the coordinated implementation of strategies and action items across six main topic areas ranging from broad urban design concepts to funding and maintenance, and form-based code measures that reflect nine distinct and varied character subdistricts. Unique aspects of the Plan include a photorealistic computer-generated model of the Downtown, along with a pro forma analysis, that allowed creation of alternative development scenarios and costs attributed to regulations. The Plan was driven by public engagement, with the aim of a truly community-based plan with broad awareness and understanding among a complete range of interests. Engagement activities were varied, from traditional open houses and workshops, listening sessions and surveys, to more interactive events like subdistrict walking and bike tours, online wiki-mapping, and events at festivals.

PLAN DOCUMENT:

- https://www.fcgov.com/planning/pdf/2017_0518_DowntownPlan.pdf

REFERENCE:

- Maren Bzdek, Historic Preservation Manager | City of Fort Collins | mbzdek@fcgov.com | 970-224-6078
- Peter Park, Associate Professor Adjunct | University of Colorado at Denver | peter.park@ucdenver.edu | 303-556-3382



FORT COLLINS REDEVELOPMENT / INFILL PLANNING STUDY AND REDEVELOPMENT PROJECT ANALYSIS, FORT COLLINS, COLORADO*

Prior to joining Logan Simpson, Bruce Meighen, Cameron Gloss, and Megan Moore completed the Fort Collins Redevelopment/Infill Planning Study and subsequent Redevelopment Project Analysis. The Fort Collins community places great importance on the benefits of redevelopment, insofar that the City revised its codes and policies to ensure implementation of exemplary infill and redevelopment projects. The study, which is commonly referred to as “Refill”, examined changes in city codes and processes to facilitate redevelopment in communities accustomed to traditional greenfield projects.

During Phase I, a two-week long workshop resulted in recommended city code changes. The project team hosted three public meetings: the first introduced the study and identified issues; the second discussed the preliminary outcomes of the workshop; and the third summarized the final outcomes of the workshop. The result was process and code enhancements that changed the way the city approaches these projects. Phase II went a step further to generate an inventory of infill and redevelopment opportunities within targeted areas. Key redevelopment sites were identified and the opportunities and constraints were assessed for five sites within the City. Once sites were identified, the project team created conceptual sketches and identified funding options to create development-ready sites. This new level of specificity provided the City with the ability to market the sites directly to developers through printed matter and on the web.

PLAN DOCUMENT:

- <https://www.fcgov.com/planning/pdf/refill.pdf>

REFERENCE:

- Timothy Wilder, Transportation Director (former project manager for Fort Collins), Whatcom Transportation Authority | timw@ridewta.com | 360-788-9311
- Clark Mapes, City Planner, City of Fort Collins | cmapes@fcgov.com | 970-221-6225



MCCALL DOWNTOWN MASTER PLAN AND IMPLEMENTATION, IDAHO

Logan Simpson worked on the 2013 Downtown Master Plan Update, which builds on previous City planning efforts to create a roadmap for future development and redevelopment of the Downtown, and includes components of traditional downtown master plans while developing recommendations through economic and cultural influence.

The City of McCall, Idaho is nestled between the mountains of the Payette National Forest and the waterfront of Payette Lake. As the largest community in Valley County it serves as a regional economic hub including parts of neighboring Adams and Idaho counties. McCall's Downtown has been identified as the heart of the community and defines the character of McCall. The City has changed considerably since the previous Downtown Master Plan completed in 1997 - several significant development projects and other public improvements have been built, and numerous City planning and design documents have been developed or updated. Economically, McCall experienced the real estate boom and bust of the 2000s along with the rest of the United States, and its economy is currently showing indications of improvement. This update aligns the Downtown Master Plan with visions and policies of recently adopted planning documents, and refocuses planning efforts and policies to address current issues and future opportunities. It is a tool for assessing current conditions and setting a course for future success. This Master Plan provides a framework that balances McCall's unique character and lifestyle community charm with economic growth in order to create a vibrant Downtown McCall.

PLAN DOCUMENT AND PLAN IMPLEMENTATION WEBSITE:

- <https://evogov.s3.amazonaws.com/141/media/115600.pdf>
- <https://www.mccall.id.us/downtownproject>

REFERENCE: Michelle Groenevelt, Community and Economic Development Director, City of McCall | mgroenevelt@mccall.id.us | 208-634-7142



LINCOLN CORRIDOR PLAN, FORT COLLINS, COLORADO

Logan Simpson collaborated with the City of Fort Collins on development of a vision plan for Lincoln Avenue, an important travel corridor extending from Old Town Fort Collins to Lemay Avenue. The area contains a rich, eclectic mix of industry, breweries, historic neighborhoods, access to the Poudre River, open space, and regional trail systems. Woodward, Inc., a global aerospace and energy control firm, recently chose the Lincoln Corridor for their new world headquarters, which will bring approximately 1,700 new employees to the area. As an emerging district adjacent to Downtown, Lincoln is envisioned as one of the next great places in Fort Collins.

Neighboring residents and existing businesses provided extensive input on the vision for the corridor. Outreach efforts included multiple online surveys, a project webpage, bilingual project materials, a series of informational events such as barbecues, highly interactive workshops, attendance at local fairs and events, and corridor walks with residents, business owners, and other stakeholders.

The Lincoln Corridor Plan provides specific recommendations on extensive street and bridge enhancements; incorporates best practices for street design including bioswales and permeable pavements; provides multi-modal access for bicyclists, motorist, trucks, pedestrians, and transit users; includes pedestrian amenities and gathering areas; establishes a cohesive identity for the corridor; recommends implementation strategies for funding and phasing; and prioritizes improvement projects.

PLAN DOCUMENT:

- <https://www.fcgov.com/planning/pdf/lincoln-corridor-plan-5-20-14.pdf?1464297585>

REFERENCE:

- Timothy Wilder, Transportation Director (former project manager for Fort Collins) | Whatcom Transportation Authority | timw@ridewta.com | 360-788-9311
- Clark Mapes, City Planner | City of Fort Collins | cmapes@fcgov.com | 970-221-6225



MILLS MAIN STREET, WYOMING

Southwest Wyoming Boulevard serves as the primary corridor through the City of Mills for residents, local business, and regional pass through travel. Primarily oriented towards vehicular movement, the corridor lacks a cohesive consideration for access and safety of all travel modes and public space that would attract community serving retail and land uses. The purpose of this study was to provide corridor improvement recommendations and redesign concepts for a new Main Street through the City of Mills with the objectives of enhancing connectivity, safety, placemaking, and economic opportunity including:

- Reconfiguring the wide existing right-of-way, including multimodal improvements, and landscaping.
- Building on the existing street grid to create a walkable downtown.
- Enhancing the unique natural features and viewsheds present along the corridor.
- Connecting existing trail facilities.
- Ensuring connections to existing transit.
- Implementing form-based code to encourage desirable land uses on redevelopment sites.
- Exploring a pedestrian bridge at the riverfront redevelopment site to provide a safer and cheaper multimodal option than widening the existing bridge and providing a linkage to Fort Caspar and Centennial Park.

REFERENCE:

- Renee Hardy | Casper Area MPO | rhardy@casperwy.gov | 505-599-1062
- Sabrina Kemper | Community Development Director | City of Mills | cdd@millswy.gov | 307-43-1254



4. PRICE PROPOSAL

	HOURS	LABOR	EXP	TOTAL
TASK 1.0. PROJECT INITIATION				
Task 1.1. Project Management	30	\$4,800	\$50	\$4,850
Task 1.2. Public Engagement Plan	26	\$3,500	\$-	\$3,500
Task 1.3 Plan Audit and Existing Conditions <i>(including Design and Corridor; Land Use/Zoning; Economic Vitality; and Infrastructure Assessment)</i>	52	\$5,600	\$-	\$5,600
Task 1.4. JDDA Worksession #1 and Property and Business Owner Worksession #1	44	\$6,000	\$100	\$6,100
SUBTOTAL	152	\$19,900	\$150	\$20,050
TASK 2.0. VISION AND GOAL SETTING				
Task 2.1. Public Kickoff/Visioning Events	96	\$11,600	\$250	\$11,850
Task 2.2. Vision Document	72	\$8,200	\$-	\$8,200
SUBTOTAL	168	\$19,800	\$250	\$20,050
TASK 3.0. STRATEGY AND CONCEPT DEVELOPMENT				
Task 3.1. Downtown Choices Workshops <i>(including Design and Corridor; Land Use/Zoning; Economic Vitality; and Infrastructure Assessment)</i>	90	\$11,400	\$250	\$11,650
Task 3.2. Implementation	84	\$11,400	\$-	\$11,400
Task 3.3. JDDA Worksession #2 and Property and Business Owner Worksession #2	44	\$6,000	\$100	\$6,100
SUBTOTAL	218	\$28,800	\$350	\$29,150
TASK 4.0. PLAN DEVELOPMENT				
Task 4.1. Draft Plan Development <i>(including Design and Corridor; Land Use/Zoning; Economic Vitality; and Infrastructure Assessment)</i>	82	\$10,200	\$-	\$10,200
Task 4.2. JDDA Worksession #3 and Property and Business Owner Worksession #3	44	\$6,000	\$100	\$6,100
Task 4.3. Draft Plan Public Review	42	\$5,300	\$250	\$5,550
Task 4.4. Final Plan	44	\$5,200	\$-	\$5,200
SUBTOTAL	212	\$26,700	\$350	\$27,050
TASK 5.0. ADOPTION				
Task 5.1. Adoption Hearings	28	\$3,300	\$150	\$3,450
SUBTOTAL	28	\$3,300	\$150	\$3,450
TOTAL	778	\$98,500	\$1,250	\$99,750

Proposal For

Downtown Johnstown Masterplan Project

Town of Johnstown, CO



cover letter

statement of qualifications **1**

project team **2**

relevant experience **7**

project timeline **17**

fee schedule **18**



January 18, 2023

Sarah Crosthwaite
Economic Development Manager
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

Re: Downtown Johnstown Masterplan Project

Dear Sarah,

We are excited to submit the following proposal to you. After reviewing the materials enclosed with the RFP, we wish to express interest in being selected as the design team to help realize the vision and goals for the Downtown Johnstown Masterplan Project. We believe we are a perfect selection for your needs and have summarized our attributes below for your consideration:

Previous Experience within Project Area - Russell + Mills was previously involved in the South Boulder Road Connectivity Plan as well as the Sign Code update, where both projects interface with the Downtown and project areas. This familiarity with Downtown provides us with an understanding

Collaborative and Flexible Attitude - We understand the need for consistent collaboration and flexibility that are ingrained in this overall project. As a firm, these are some of our key values and attributes. We envision a strong working relationship with City Staff and anticipate the need to be flexible in approach and schedule on a variety of tasks and protocols with this project. We will remain engaged and involved through every step of the project, facilitating a holistic approach.

Experience with Downtown Core Streetscapes - Our experience with a number of streetscape efforts in Downtown Core settings ranges from master planning, corridor design to design and implementation. Working within complex existing conditions with highly invested and concerned retail/commercial stakeholders brings a level of complexity to these projects unlike other efforts and we have successfully helped navigate this complexity on projects including the Linden Street Renovations project in Fort Collins, University Hill Event Street in Boulder, multiple downtown Alley Renovation projects in Fort Collins, the West Elizabeth Corridor Design and the Lincolnway Corridor and Streetscape plan in Downtown Cheyenne, WY.

Extensive Stakeholder Engagement Experience in Downtown Settings - Through our extensive experience with stakeholder engagement efforts in Downtown Settings, we believe we can help craft a highly effective public engagement strategy that is defensible, inclusive and engaging with an eye on minimizing controversy and satisfying the diverse participants with retail/commercial oriented concerns as well as City Staff concerns. Our focus will be on gaining consensus through multiple types of engagement and alternative options.

Local and National Experience - Our practice is a design firm that focuses on creating memorable places for people, and understand how to create timeless design. In addition to urban projects in Colorado, we have worked in New York, St. Louis, Chicago, Wyoming and many other locations throughout the U.S. We have a deep rooted belief in functional design that avoids trends to become memorable, elegant and permanent. We create spaces for people, respecting context, history while promoting the future use and vision, that allows for flexibility, while also allowing for organic downtown growth for business.

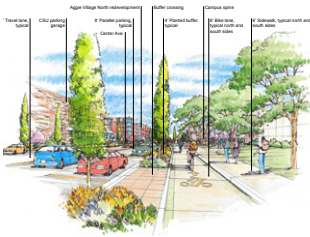
After reviewing the RFP, we believe that we have created a passionate team that shares a commitment to quality and can proceed with this project immediately and efficiently from the moment we are contracted.

Kind regards,

_____, Principal and Authorized Representative of Russell + Mills

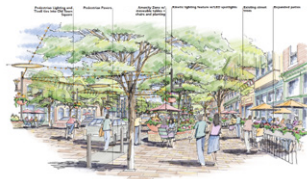
crussell@russellmillsstudios.com 970.631.2072

statement of qualifications



Prospect Rd. Corridor

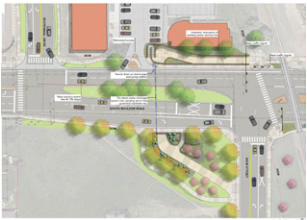
Headquartered in Fort Collins, Colorado, Russell + Mills is a nine-person award winning firm, in business for 16 years, specializing in landscape architecture, urban design, and master planning. Russell + Mills planning and design process emphasizes a truly collaborative approach – enabling the team to successfully bring their client's vision to life. A contextual perspective is emphasized in all planning and design efforts, working to connect with the surrounding community with timeless, inspiring design. From design and conceptual programming, to construction documentation and administration – the end-to-end services Russell + Mills Studios provides has made the firm a trusted, full service resource for clients across a multitude of sectors, throughout the region and nationally.



Linden St. Renovations

Urban design, streetscapes, and downtown planning/design is at the core of our practice. Our experience working with DOT's as well as municipalities provides us with a basis for addressing a variety of streetscape conditions including multi-modal corridors, commercial corridors, downtown conditions and visioning, parkways and arterial roadways. We share a design philosophy focused on creating memorable and comfortable places that resonate with people.

Russell + Mills is based in Fort Collins, CO with an additional office located in Central Denver to serve client needs in the Denver Metro region. Fort Collins Staff are available for this project with an average of 25% availability.



South Boulder Road Connectivity

Licensure

Licensed Landscape Architects in CO, CA, NV, WY, ID, NY, NC, OH

Honors + Awards

Russell + Mills has had significant involvement in or led the consulting efforts on many award winning projects including the following. Each of the following projects:

APA Colorado Merit Award General Planning

West Elizabeth Enhanced Travel Corridor Plan, 2016

Honor Award - Sustainability and Environmental Planning - Fort Collins Climate Action Award

West Elizabeth Enhanced Travel Corridor Plan, 2016

APA Colorado Merit Award

West Central Area Plan/Prospect Rd. Corridor Plan, 2016

Urban Impact Award - Urban Land Institute

Downtown Alley Enhancements Program, Fort Collins, CO, 2019

City of Fort Collins Urban Design Award

Downtown Alley Enhancements, West Mountain Alley/Old Firehouse Alley, Seckner Alley, Fort Collins, CO, 2019

APA Colorado Honor Award

Fort Collins Downtown Plan, 2017

APA Colorado Honor Award

Community Engagement, Boulder Civic Area Vision Plan, 2014

APA Colorado Merit Award

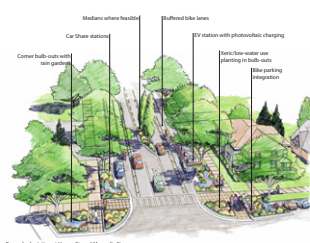
Historic Preservation, Buckinghorse Master Plan, 2012



West Elizabeth ETC



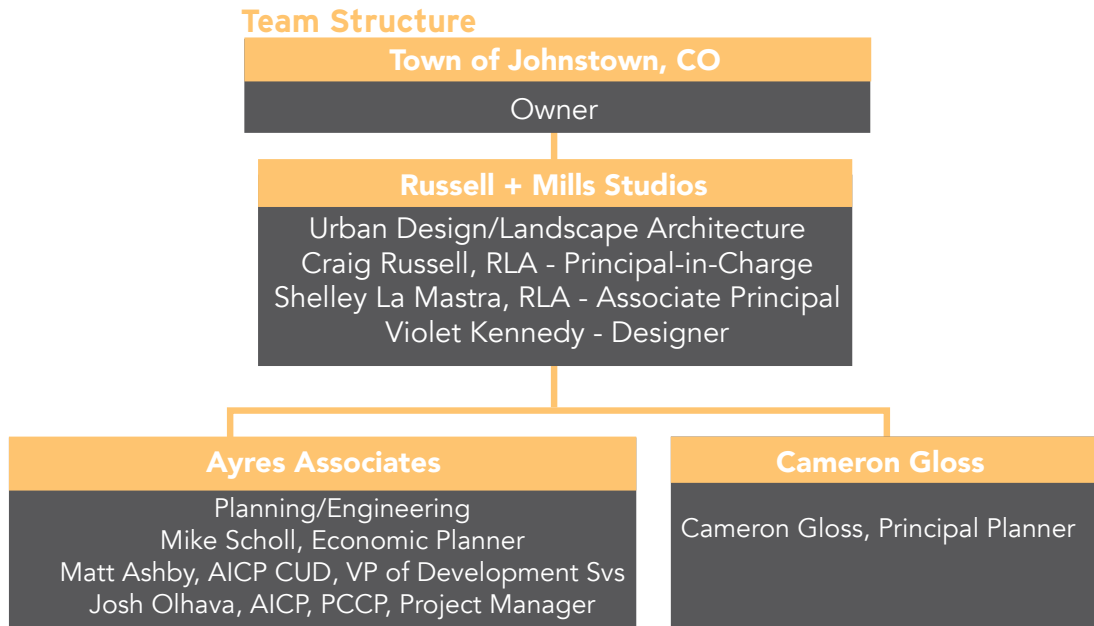
Boulder Civic Area Vision



West Central Area Plan

Design Team Members

In response to this RFP we have assembled a strong consultant group that have proven experience in this region with public realm projects. All team members have worked together previously on successful projects. This facilitates an efficiency in communication and collaboration among team members throughout the design process. The overall team structure is shown below, followed by a short summary of the key firms:



Russell + Mills Studios

Russell + Mills Studios will lead the Master Planning team. We bring a strong collaborative attitude towards the project and will actively engage in all public involvement efforts while working extensively with Town Staff to execute an implementable plan.

Russell + Mills Studios was started in 2007 in Fort Collins, CO, and currently employs nine planners and landscape architects. Our design philosophy and our passion is focused on creating memorable and comfortable spaces for people, while responding to site conditions in innovative and sustainable ways. We employ a design process that involves clients and stakeholders throughout, ensuring client satisfaction. Design accountability is an important value to both partners as well, and we take strides to ensure that the various effects of a design or planning decision are well understood by both clients and ourselves. Our complementary abilities and collaborative skills provide clients with a rare synergy that has produced a number of award-winning projects.

Russell + Mills Studios has served as the lead designer and planner on a variety of public street scape projects and Downtown Visioning projects including the Linden Street Revitalization in Fort Collins Downtown, University Hill Event Street Design in Boulder, the Downtown Fort Collins Alleys & Integrated Walkways Masterplan, nine Fort Collins Downtown Alley Enhancements, Cheyenne Downtown Lincolnway Corridor/Streetscape Plan, Cody Streetscape Master Plan in Cody, WY and the Boulder Civic Area Master Plan. We are intimately familiar with what it takes to execute a successful project in the public realm that is as simple as possible to maintain while meeting design objectives and achieving longevity. We have extensive expertise in public outreach and communicating with stakeholders for input and consensus.



University Hill Event
Street, Boulder, CO

Ayres Associates

Mike Scholl, with Ayres Associates, will provide economic analysis, advise on scenarios for the recently annexed properties and develop strategies for the implementation and funding of the Downtown Streetscape and other public infrastructure projects. Matt Ashby, with Ayres will bring his expertise to outreach and visioning efforts.

Ayres Associates Planning + Development

Our Development Services division was founded eight years ago by former public-sector planners and professionals that identified a missing link between private-sector practice and local public-sector needs. Our team comprises former public-sector professionals who work to build long-term relationships with our community partners. With our experiences rooted in public-sector planning, our team of industry leaders strive to provide a creative and customized approach to a community's needs. From concept through construction, we're more than your project partner – we're the knowledgeable navigator to see you through the process. A few of our planning services include:

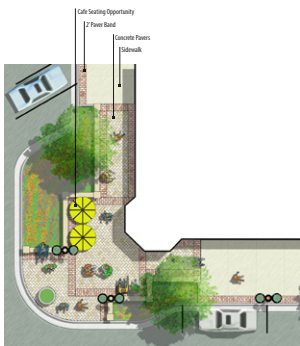
- Economic and Housing Analysis
- Zoning Codes/Amendments
- Housing Development Plans and Capital Formation
- Development Review Assistance
- Comprehensive Planning
- Community Planning/Urban Design
- Branding and Visioning
- Brownfield/Infill Redevelopment
- Engagement and Meeting Facilitation
- Downtown/Main Street Planning
- Grant Writing/Administration
- Process Improvement Facilitation
- On-Call Planning Support Services



Fort Collins Downtown
Alley Enhancements,
Fort Collins, CO



Cody Downtown Core
and Streetscape Plan,
Cody, WY



Lincolnway Downtown
Streetscape Plan,
Cheyenne, WY

Cameron Gloss

Cameron Gloss will bring his combination of private sector consulting and municipal planning experience to assist with project visioning and goal development, community outreach efforts, development scenarios for the recently annexed properties as well as design standards and code implementation.

Prior to private sector planning consulting, Cameron was Planning Director for the City of Fort Collins and other communities in Colorado and Oregon. His extensive experience on Downtown Planning efforts including the Fort Collins Downtown Plan and Cheyenne, WY Downtown Plan will be a valued asset in all project phases.



Craig Russell, RLA, Principal - Project Manager - Russell + Mills Studios

A founding studio partner, Craig is regarded in the industry for his broad range of design and master-planning expertise – from urban spaces to public parks + gardens to corporate sites, campuses and civic centers. He’s also an accomplished illustrator in various types of visualization – recognized for his ability to bring projects to life at the early concept phase. Craig’s a multiple award winner from the American Society of Landscape Architecture and a former professor at Colorado State University.



Shelley La Mastra, RLA - Associate Principal - Russell + Mills Studios

An Associate Principal with rich experience across disciplines, Shelley has become recognized for her local Fort Collins Land Use Code expertise and blend of technical skills with design aptitude. This combination has proven to be instrumental in seeing projects through from conceptual design to construction. Shelley has expertise in urban design and development planning with a strong aptitude for code compliance and interpretation and is known regionally for her expertise in this area. She currently serves as Chair of the Land Use Review Commission in Fort Collins. Her understanding of the entitlement process and regional Land Use Codes has been instrumental in bringing projects through the process in a timely and comprehensive manner.



Violet Kennedy, Landscape Architect

With a background as an illustrative artist, Violet brings a passion for combining art and technology to our work. Harboring a deep passion for sustainable, pragmatic and visually pleasing design, Violet strives to not only implement but explore the intersectionality of these concepts in her work.

Representative Projects for Russell + Mills Studios

- Fort Collins Downtown Plan, Fort Collins, CO
- Lincolnway Downtown Corridor/Streetscape Plan, Cheyenne, Wyoming
- Downtown Streetscape Master Plan, Cody, WY
- Boulder Civic Area Visioning Master Plan, Boulder, CO
- Downtown Pedestrian Enhancements Master Plan, Sheridan, WY
- Prospect Road Corridor Plan and Streetscape Design, Fort Collins, CO
- Cheyenne Alleys Enhancements Feasibility Study Cheyenne, WY
- Elizabeth and Shields Underpass Design /Const. Documents, Fort Collins, CO
- Downtown Streetscape Master Plan, Cody, WY
- South Boulder Road Pedestrian/Bicycle Connectivity Plan - Louisville, CO
- Linden Street Renovations, Fort Collins, CO
- Downtown Fort Collins Alleys Master Plan, Fort Collins, CO
- University Hill Event Street Design and Construction Documents, Boulder, CO
- University Hill Alley Enhancements Plan, Boulder, CO
- Fort Collins Downtown Alleys Design and Construction Documents - 7 alleys, Fort Collins, CO
- Fort Collins Alleys - West Myrtle Alley Enhancements, Fort Collins, CO
- West Elizabeth Multi-Modal Corridor Design, Fort Collins, CO



**Mike Scholl, Planning and Economic Development Professional
Ayres Associates**

Mike has two decades of nationwide planning experience with consultants, community groups, and most recently as economic development manager for the City of Loveland. More than five years as a legislative assistant to U.S. congressmen adds to the depth of Mike’s understanding of planning, from funding through community implementation. Mike’s responsibilities include research and evaluation of data related to social, housing, economic, population, environmental, and land use trends; developing planning studies and reports; performing plan reviews; preparing permits; researching and analyzing residential and commercial development projects; reviewing and preparing environmental assessments, plans, and documents; and conducting field evaluations and assessments.



**Matt Ashby, AICP CUD, VP of Development Services
Ayres Associates**

Matt is a trailblazer in community development. After 15 years of public sector service, Matt moved to the private sector in 2015. Using his local government roots to help communities advance their vision, Matt is well versed in downtown development, comprehensive and strategic planning, code writing, design review, and zoning entitlements. As a brownfield practitioner, Matt has helped communities leverage EPA brownfield grants into millions of dollars of public and private investment in rural communities and urban industrial districts. Matt’s downtown street credentials include projects with Colorado and Wyoming Main Street Programs as well as an appointment directing Windsor, Colorado’s Downtown Development Authority.

Selected Experience

- Plan Cheyenne Comprehensive Plan, Cheyenne, WY
- Land Use and Development Code Update, Brighton, CO
- Main Street Strategic Planning, Wellington, CO
- Downtown Development Authority, Executive Director/Staffing, Windsor, CO
- Economic Development Manager (2008-2019), City of Loveland, CO
- On-Call Comprehensive Planning, Estes Park, CO
- Laramie Housing Feasibility Analysis, Laramie Main Street Alliance
- MakerSpace, Erie, CO
- Evans Master Plan, Evans, CO
- On-Call Technical and Comprehensive Planning Services, Severance, CO
- On-Call Planning and Community Development Services, Greeley and Estes Park, CO
- Downtown Development Authority Project Manager, Windsor, CO
- Fee Study Analysis, Larimer County and Estes Park, CO
- Design Guidelines Updates, McWhinney Development, Johnstown, CO



Cameron Gloss, AICP, Principal

Cameron has over 35 years of public and private sector experience as a community planner. His areas of expertise include the development of community comprehensive plans, subarea, downtown and neighborhood plans, preparation and implementation of land use codes and guidelines, restructuring of development review processes, and community sustainability. He has been involved in several planning projects for a range of local, state, and private sector interests across the western region. Much of his work has focused on comprehensive planning for small and mid-sized communities and implementation strategies for infill and redevelopment. Cameron has worked throughout his career to provide practical solutions to issues facing communities – he has proven to be extraordinarily effective because he can see the interrelationship between “big picture” thinking and the design, construction and financing details needed to realize the broader community vision. He is highly regarded in the Fort Collins community for building work relationships and generating innovative solutions to difficult issues and was recognized in 2006 by the Fort Collins Coloradoan as one of the Top 5 People Who Make a Difference.

Education

B.S. Geography with emphasis in Urban Studies, Arizona State University, 1983

Professional Registrations

Member, American Institute of Certified Planners (AICP)

Member, American Planning Association (APA)

Awards + Honors

Colorado Chapter, American Planning Association, City of Fort Collins Development Review Guide, 2008

Colorado Chapter, American Planning Association, City of Fort Collins Downtown Plan, 2016

Wyoming Chapter, American Planning Association, Laramie Area Growth Plan, 2023

National + Regional Presentations

Innovative Design in the New West, Moderator and Panelist, APA National Conference, 2003

REFILL Fort Collins, Presenter, APA National Conference, 2006

Saving the World through Zoning, Panelist, Rocky Mt Land Use Institute Conference, 2007

Development Review Processes Made Easier, Presenter and Moderator, APA National Conference, 2009

Regulating Riparian Areas, Presenter and Moderator, APA National Conference, 2013

Small Town Comprehensive Planning, Panelist, APA National Conference, 2013

Planning for Solar Energy, Panelist, APA National Conference, 2015

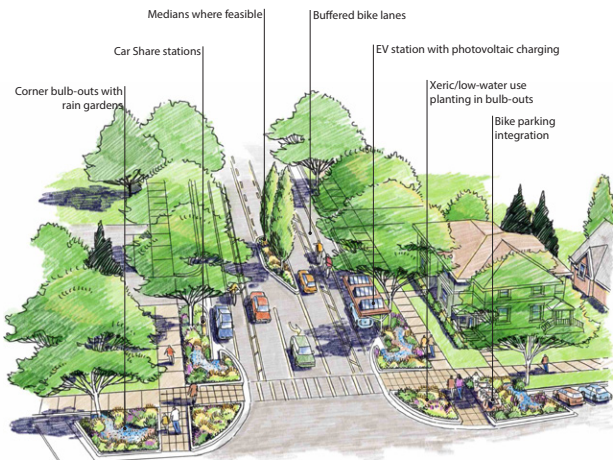
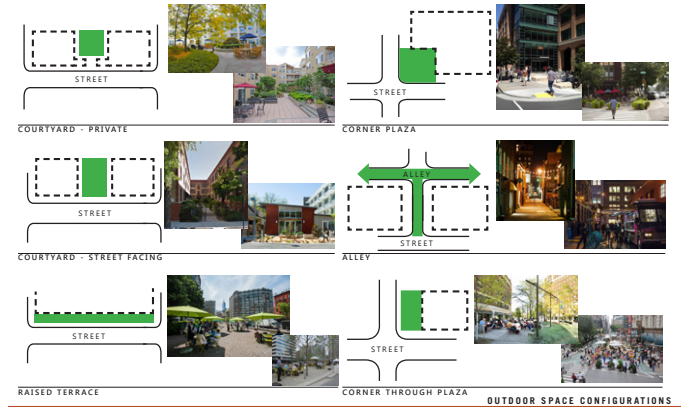
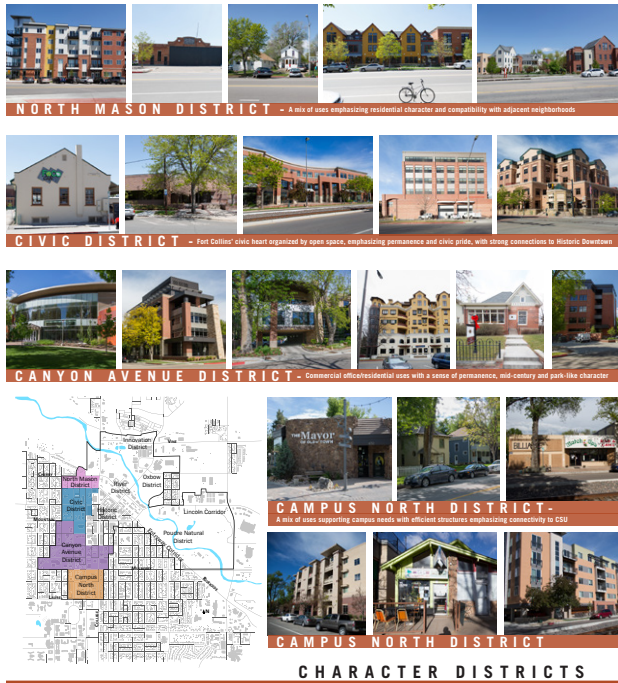
A State of Growth, Panelist, AIA Colorado State Conference, 2018

Panel of Front Range Planning Directors, Rocky Mt. Land Use Institute Conference, 2015-2020

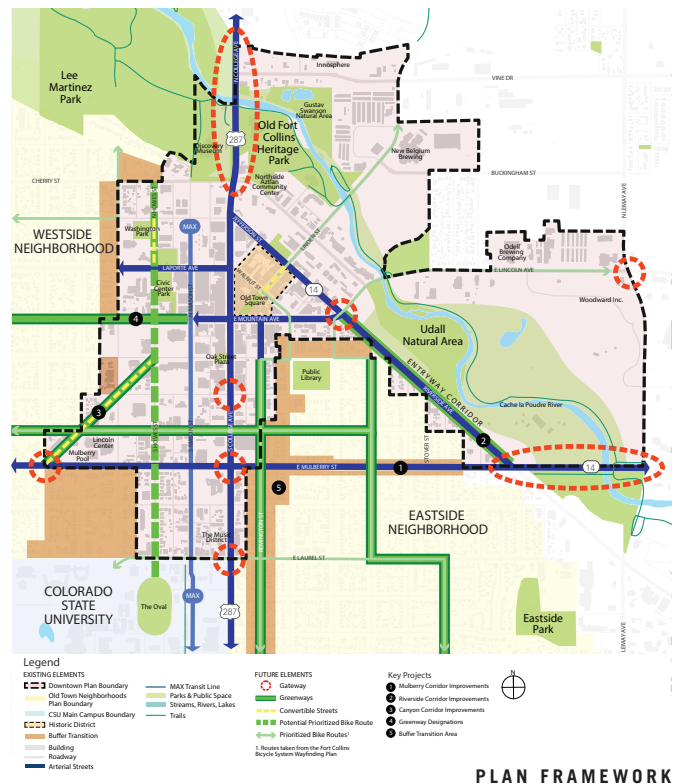
Selected Relevant Experience

- 2024 Cheyenne Downtown Plan, Cheyenne, WY
- Fort Collins Downtown Plan and Development Code, Fort Collins, C
- Fort Collins City Plan (2016 Comprehensive Plan Update), Fort Collins, CO
- 2014 Ketchum Comprehensive Plan, Ketchum, Idaho
- Colorado State University 2010 Master Plans, Fort Collins, CO
- Harmony Gateway Standards and Guidelines, Fort Collins, CO
- Redevelopment Project Analysis (REFILL II), Fort Collins, CO
- City Project Manager of REFILL, Fort Collins, CO

relevant experience



Example depiction at Howes St. and Magnolia St.



Fort Collins Downtown Plan

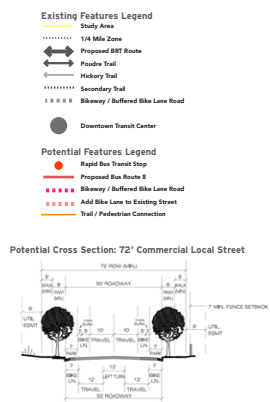
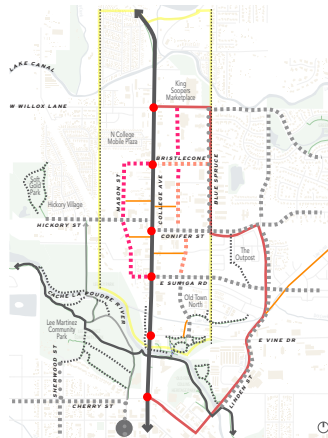
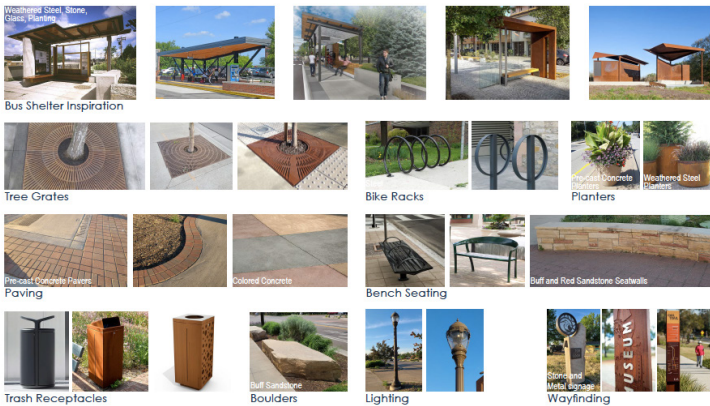
Client: City of Fort Collins

The Fort Collins Downtown Plan was developed over the course of 2016 through a number of iterative community planning workshops. The Downtown plan extends beyond the downtown core to three gateway areas where infill and redevelopment continues to occur at a high rate. Downtown areas were categorized into character districts which reflect distinctive characteristics as streets, buildings and sites. Design guidelines were prepared for each key Character District that act as a basis for future zoning and land use code updates. The character district design guidelines are intended to provide a level of flexibility while still capturing community goals and aspirations for maintaining and enhancing downtown character.

Clark Mapes | City Planner - City of Fort Collins
970.221.6225 | cmapes@fcgov.com



CONCEPT PLACEMAKING ELEMENTS *Rustic Modern with Traditional elements*

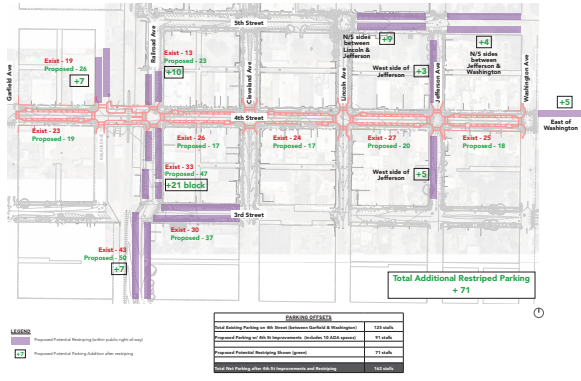
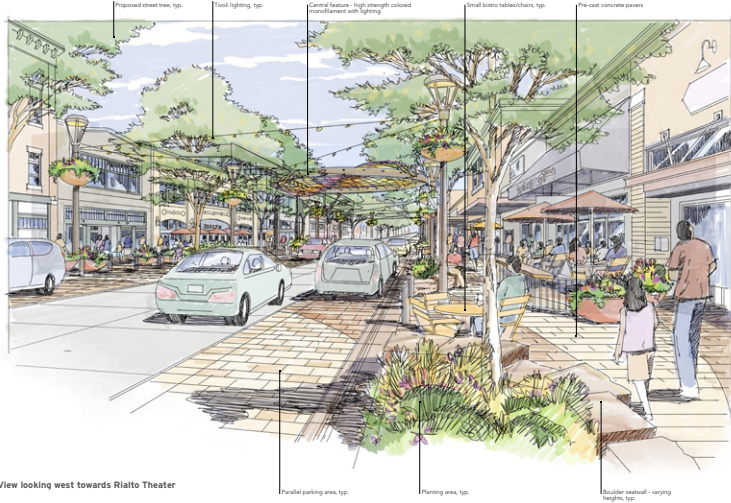


North College BRT and Multi Modal Corridor Plan

Client: Fehr and Peers/City of Fort Collins

Russell + Mills Studios is working with Fehr and Peers and the City of Fort Collins to develop a plan for implementing BRT along the North College Corridor in Fort Collins. Multi-modal facilities and connections as well as future road alignments and improvements to existing road networks are proposed, including improved crossings and intersection improvements. In addition, land use and design standard recommendations are proposed that increase density in the area, while providing affordable housing. A component of this includes recommendations for regional detention facilities to assist with lowering development costs. A robust community outreach effort informs decision making and has been a critical component of the overall plan.

Clay Frickey | Redevelopment Program Manager
970.416.2517 cfrickey@fcgov.com



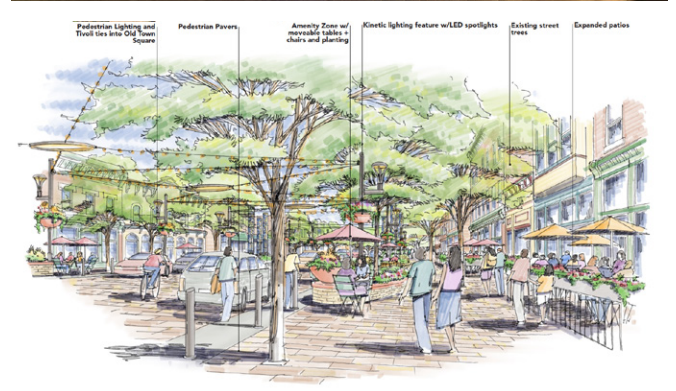
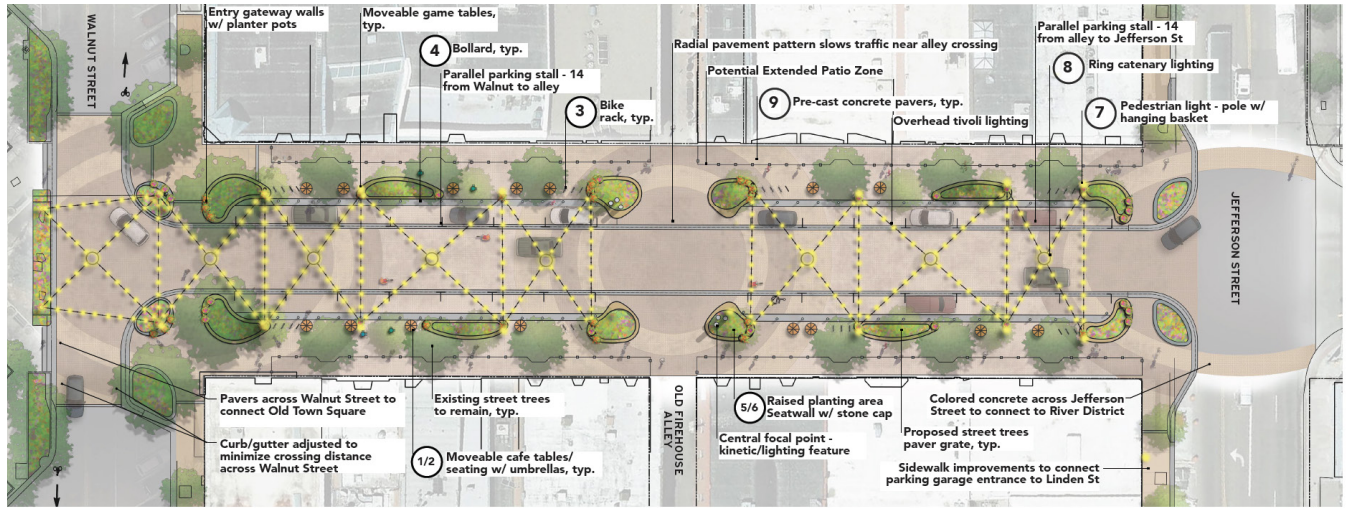
Loveland Downtown HIP Streets - 4th Street Improvements Project

Client: City of Loveland, Colorado

Russell + Mills is currently working with the City of Loveland, CO to design and implement five blocks of enhanced streetscape in the core of Downtown Loveland. Building on previous visioning efforts, the project emphasizes business owner outreach and economic vitality through strong and effective placemaking.

The corridor has been designed to allow for ease of street conversion to flexible event space to facilitate the numerous events held in Downtown Loveland, while allowing for day-to-day experience that is safe, comfortable, human scaled and allows for broad, enhanced pedestrian zones with human scaled elements. Parking loss due to the conversion of diagonal parking to parallel parking was offset through a parking and restriping analysis on adjacent streets, resulting in a net increase of 71 surface parking stalls.

Nicole Hahn, PE | City of Loveland Engineer - Public Works Department
Direct: (970) 962-2769 Nicole.Hahn@cityofloveland.org



Linden St. Renovations

Client: Ditesco/City of Fort Collins, CO

Russell + Mills Studios provided a master plan, urban design and construction documentation services in developing a vision for the renovation of Linden Street in Downtown Fort Collins as a convertible event street. The plan emphasizes pedestrian connectivity and amenities in an effort to create a street condition that connects Old Town Square to the River District. As a flexible festival street, the space is designed as a flush, curbsless plaza that can be closed to vehicles during events while maintaining business access if necessary. Patios for adjacent businesses can be expanded if desired and parking is modified from existing diagonal conditions to an overall parallel condition.

Dillon Willett, Project Manager City of Fort Collins - Engineering
 Ph: 907-726-7685 dwillett@fcgov.com



The Exchange

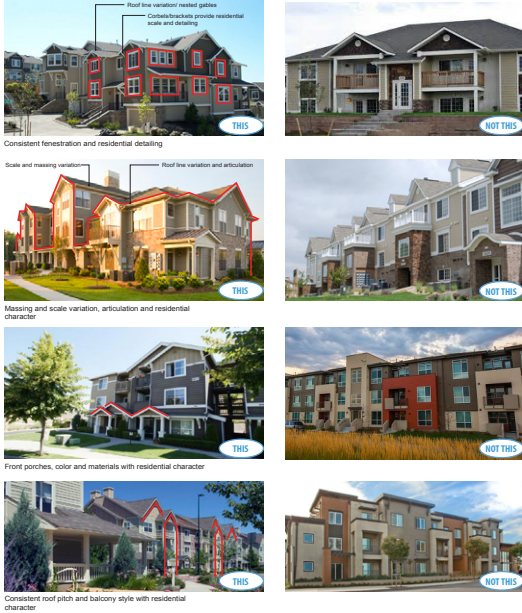
Client: Brinkman Construction

Russell + Mills Studios led the design and entitlement for The Exchange development in Downtown Fort Collins. The project was a previously dilapidated and underutilized parking lot that was envisioned to be a destination location near the northern end of Old Town. The project utilizes shipping containers that create an intimate and enclosed space with restaurants, bars and shops opening on to a plaza and open green. The project also spurred the inception of its own entertainment district which allows flexibility between outdoor patio spaces. Custom benches and seating create a space that is both comfortable and flexible for festivals or a busy weekend afternoon. The project was constructed and opened in 2018.

Kevin Brinkman | Brinkman Real Estate
970.267.0954 kevin.brinkman@brinkmanre.com

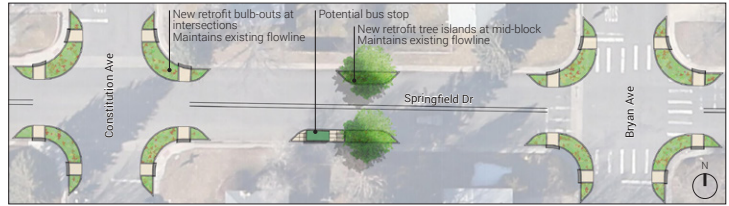
Design Guidelines for Multi-Family Redevelopment & Infill

Multi-family redevelopment and infill should emphasize compatibility with adjacent neighborhoods and relate to a dominant residential character. The guidelines emphasize means of articulation or modulation to reduce large, monotonous masses and feel more residential in scale.



Street Retrofitting Concept

The following example shows how street retrofitting concepts could potentially be applied to a neighborhood street to improve aesthetics, calm traffic, increase comfort for bicyclists and pedestrians, manage stormwater, and meet other community goals.

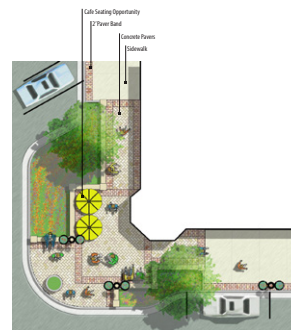
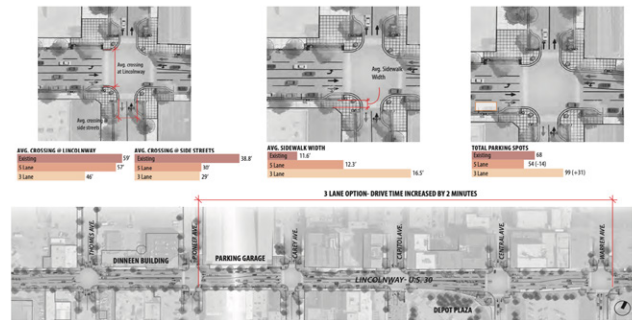
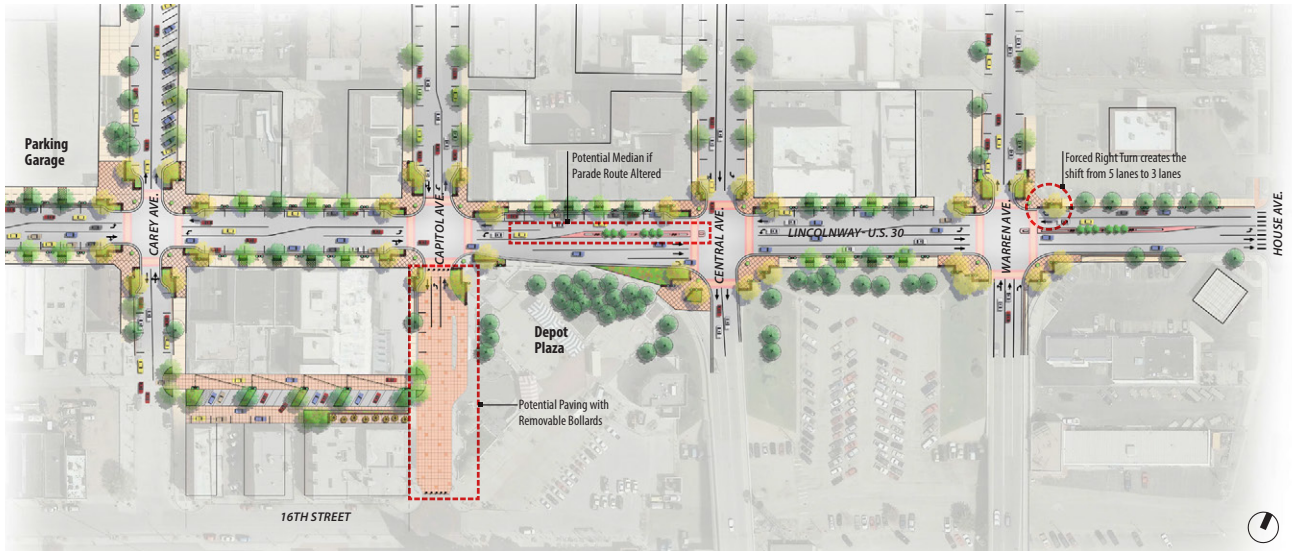


Community engagement efforts consisted of workshops, neighborhood walk-thrus and mobile outreach efforts at local farmers markets, neighborhood centers and events

West Central Area Plan

Client: City of Fort Collins, CO

The West Central Area Plan is a community-driven and highly collaborative plan for the neighborhoods directly adjacent to Colorado State University in Fort Collins – an aging area facing increased pressure from student housing development, the growth of the university, and the impacts of significant infill and redevelopment. The West Central Area Plan, adopted in 2015, provides a vision, policy direction, and road map for project implementation for the neighborhoods directly adjacent to the Colorado State University (CSU) main campus in Fort Collins, CO. With a land area of approximately 3.6 square miles, the West Central presently houses about 14.2% of the City's entire population on 6.7% of its total land area – making it the highest density area of the city. Design guidelines which support neighborhood character were developed through a series of public workshops that identified issues, established key elements of neighborhood character and listed desirable, community supported elements that should be included in the guidelines.



Lincolnway Downtown Corridor and Streetscape Plan

Client: Cheyenne Metropolitan Planning Organization

Russell + Mills Studios worked with the Cheyenne MPO, City of Cheyenne and Fehr and Peers to complete a placemaking study for the Downtown Cheyenne core. The project focuses on the character of Lincolnway, a state and federal highway, through Downtown and examines the roadway and streetscape design, gateway designs and landuse through this area. Level of service analyses for several alternative roadway designs will help determine the roadway cross-section and lead to developing the overall roadway design approach. Elements from the Downtown historic context are integrated into the streetscape with the goal of enhancing the look and feel based on public input from a series of workshops and surveys.

Tom Mason, Director- Cheyenne MPO 307-637-6299 tmason@cheyennecity.org



Boulder Civic Area Plan

Client: City of Boulder, CO

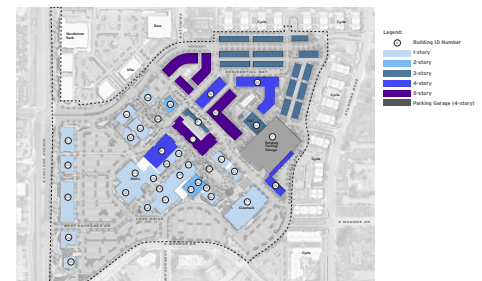
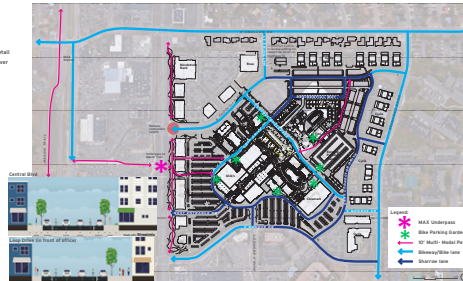
Russell + Mills Studios is provided master planning, urban design and illustration services to assist the City of Boulder in developing a long-term vision for the Boulder Civic Park and Civic Area. The Master Plan emphasizes park edge conditions and connections to important destinations as well as activation of the park through a broad range of activities attracting a diverse demographic. A Market Hall is envisioned anchoring the east end of the park along 13th street connecting north to Pearl Street Mall and the Civic Campus is envisioned as the Western Anchor. In addition, strategies for mitigating the Boulder Creek Floodway and relocating buildings within the floodway were developed.



Vail Civic Center Area Master Plan

Client: Town of Vail, Colorado

The Vail Civic Area Plan defines a vision for an eleven-acre central civic and gathering space within the Town of Vail and provides a framework for redevelopment, expansion and repurposing of current public buildings, with strong multi-modal connections to Gore Creek, Lionshead and Vail Village. The plan is focused on placemaking and involved a rigorous community outreach process that dramatically exceeded levels of engagement and input from community members. Russell + Mills supported the planning team with urban design efforts and helped define outdoor gathering places, pedestrian linkages and a connection with nature can be used to create a place with character, spirit, and soul.



Foothills Mall Redevelopment

Client: McWhinney

Russell + Mills is currently involved as the lead planner/designer for the Foothills Mall Redevelopment with McWhinney in Fort Collins, CO. The project seeks to create a more diverse mix of land uses, including medium-density residential, office/commercial and retail types that capitalize on a plan for greater connectivity to adjacent areas and activated outdoor spaces. Additional residential uses provide a retail customer base and allow for greater activation of the project as a whole.

Land uses, parking, density, building heights, character and open space networks were extensively analyzed to develop a plan that can be phased and implemented over time, while meeting City of Fort Collins Land Use Code requirements.

Schedule

The schedule outlined below details approximate estimated dates for completion and duration of tasks. Key engagement efforts are outlined in yellow.

	2024					
	Feb	March	April	May	June	July
Task						
1. Analysis and Outreach	[Orange bar spanning Feb to mid-March]					
Kickoff Meeting	[Yellow bar in Feb]					
Base Information and Mapping	[Orange bar in Feb]					
Current Document Review		[Orange bar in March]				
Goals and Visioning		[Orange bar in March]	[Yellow bar in March]			
Identify consultant and City staff roles		[Orange bar in March]				
Opportunities and Challenges			[Orange bar in April]			
2. Preliminary Master Planning			[Orange bar spanning April to mid-May]			
Preliminary Master Plan Alternatives			[Orange bar in April]			
Cost Analysis - Publicly funded components			[Orange bar in April]			
Preliminary Phasing			[Orange bar in April]			
Implementation and Funding Strategies			[Orange bar in April]			
Activation Concepts Images			[Orange bar in April]			
Preliminary Wayfinding Integration				[Orange bar in May]		
Stakeholder Engagement - Master Plan Alternatives Preferences				[Yellow bar in May]		
3. Final Master Plan					[Orange bar spanning June to July]	
Final Illustrative Master Plan					[Orange bar in June]	
Final Streetscape Master Plan					[Orange bar in June]	
Land Use Plan					[Orange bar in June]	
Illustrative Materials - Supporting Illustrations, Example Images					[Orange bar in June]	
Phasing and Implementation					[Orange bar in June]	
Economics Summary						[Orange bar in July]
Design Standards and Code Recommendations						[Orange bar in July]
Master Plan Report Document Draft						[Orange bar in July]
Master Plan Report Final						[Orange bar in July]
Plan Adoption						[Yellow bar in July]



SUMMARY OF ESTIMATED FEES

The fees shown below represent a summary of fees per consultant per phase of work with estimated total hours per firm.

Town of Johnstown

Downtown Johnstown Masterplan Project

1/18/24

Hourly as required - not to exceed

Phase/Task Description	Russell Mills			Ayre Associates				Task Total
	Craig Russell	Shelly La Mastra	Violet Kennedy	Matt Ashby	Mike Scholl	Josh Olhava	Cameron Gloss	
	Principal (hrs)	Project Manager (hrs)	Designer (hrs)	VP of Development (hrs)	Planning & Econ. Dvlpmt (hrs)	Project Manager (hrs)	Principal (hrs)	
	\$140	\$125	\$75	\$250	\$190	\$175	\$150	
Phase 1: Analysis and Outreach								\$41,655
Analysis and Outreach								\$41,655
Kickoff Meeting	4	2	2		4	1	2	\$2,195
Base Information and Mapping	2	6	2					\$1,180
Current Document Review	4	6						\$1,310
Transportation and Streets Master Plan			2					\$150
Trails and Connectivity Plans			2					\$150
Parks and Open Space Plans			2					\$150
Comprehensive Plan			2				4	\$150
Existing Conditions Analysis	4	8						\$2,160
Existing and Future Land Use			2				2	\$450
Zoning			3				2	\$525
Existing Utilities - Sewer/Water, etc.			4					\$300
Connectivity			2					\$150
Open Space Networks and Public Spaces			4					\$300
Viewsheds			2					\$150
Historic Assets			2					\$150
Existing Parking Analysis			8					\$600
Goals and Visioning								\$0
Preliminary Vision and Goals	2	4	10	8	6	4	6	\$6,270
Example Images	2	2	12					\$1,430
Stakeholder Engagement - Goals, Issues, Needs	4	4	6			4		\$2,210
Downtown Focus Groups Listening Sessions	3	3		8	6		6	\$4,835
On-line survey and outreach	1	2					6	\$1,290
Event and Attraction Based Outreach		4	4	4	6		6	\$3,840
Opportunities and Challenges								\$0
Design Opportunities and Constraints	2	2						\$530
Parking Expansion	4	4						\$1,060
Destinations and Activation	1	6						\$890
Connectivity	2	2	8					\$1,130
Opportunity Parcels		4						\$500
Open Space and Gathering	2	6	8					\$1,630
Economic Opportunities/Challenges	2	4			16	6		\$4,870
Example Images		4	8					\$1,100
Phase 2: Preliminary Master Planning								\$35,245
Preliminary Master Planning								\$35,245
Preliminary Master Plan Alternatives					6		12	\$2,940
Preliminary Downtown Streetscape Plan Alternatives	4	12	8		4			\$3,420
Supporting Illustrations	24	8						\$4,360
Cost Analysis - Publicly funded components	2	4	12		10	4		\$4,280
Preliminary Phasing	2	10						\$1,530
Implementation and Funding Strategies	4	4			12	4	8	\$5,240
Activation Concepts Images	2	4	16					\$1,980
Preliminary Wayfinding Integration	4	6	8				6	\$2,810
Stakeholder Engagement - Master Plan Alternatives Preferences								\$0
Downtown Focus Groups Listening Sessions	2	4		4	4		4	\$3,140
On-line survey and Outreach	1	1						\$265
Event and Attraction Based Outreach	4	4	4	4			6	\$2,700
Community Open House	2	2	2	4			6	\$2,580
Phase 3: Final Master Plan								\$22,980
Final Master Plan								\$22,980
Final Illustrative Master Plan	8	4	12					\$2,520
Final Streetscape Master Plan	4	8	16					\$2,760
Land Use Plan		4	8				6	\$2,000
Illustrative Materials - Supporting Illustrations, Example Images	8		6					\$1,570
Phasing and Implementation	2	6	4					\$1,330
Economics Summary	1				12			\$2,420
Design Standards and Code Recommendations	4	6	10				8	\$3,260
Master Plan Report Document Draft	4	12	16					\$3,260
Master Plan Report Final	2	8	12					\$2,180
Plan Adoption	2	4					6	\$1,680
Work Effort Subtotal	121	184	229	32	86	23	96	771
Cost per labor category	\$16,940.00	\$23,000.00	\$17,175.00	\$8,000.00	\$16,340.00	\$4,025.00	\$14,400.00	\$99,880

\$99,880



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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Residential Property Tax Refund

ACTION PROPOSED: Consider the refund options

ATTACHMENTS: 1. Property Tax Refund 2024 (Presentation)

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

Historically, county assessors have been required by the State of Colorado to provide each taxing entity with the total assessed value of property within the entity’s boundaries in August and December of each year. The August report is intended to provide preliminary data to assist with budget preparation, and the December report is the final report that is utilized to certify the mill levy. In August 2023, Larimer and Weld Counties presented preliminary estimates to the Town revealing a 35.64% increase in residential property values (including new construction). The proposed increase, if implemented, would have generated \$4,554,824 in revenues for the Town, an increase of \$1,196,920 compared to residential property tax revenues in 2022 (excluding the 3.3 mills designated for the library). (It is important to emphasize that, per Colorado law, all real properties undergo reassessment every two years, with the process occurring in odd-numbered years so 2023 was a reassessment year.) As intended, these preliminary figures served as the foundation for constructing the Town’s 2024 budget.

During the development of the 2024 budget, Proposition HH was introduced by the State Legislature and subsequently referred to the November ballot. At the time, the full extent of Proposition HH’s impacts remained unclear, so at the Council’s request, Staff included a \$1 million expense to potentially provide a property tax rebate to the residents.

The proposed changes introduced in Proposition HH that would impact Town revenues included:

- Lower property taxes for homes and businesses for at least ten years.
- Create a new limit on the growth of property tax revenue for most local governments.

In November, voters rejected Proposition HH. Shortly thereafter, the state legislature introduced SB23B-001.

Senate Bill 23B-001 includes the following financial changes that are relevant to the Town:

- Reduces the valuation for assessment for residential real property from 6.765% of the actual value minus \$15,000 to 6.7% of the actual value minus \$55,000.
- Reimbursement of local governments:
Local government entities for which the assessed value of the property in the local governmental entity increased by 15% or more between the 2022 and 2023 property tax years are not reimbursed at all.

This bill was passed and approved by the Governor on November 20, 2023. Consequently, the approval of the bill led to an overall reduction of \$376,948 in residential property taxes. (It is important to note that our percentage increase of 24.42% exceeds the 15% property tax limitation specified in the bill, therefore the Town anticipates no reimbursement for the lost revenues resulting from the enactment of this legislation.)

The impact to revenues for the General Fund are as follows:

2024 Budgeted Residential Property Tax Revenues:	\$ 4,554,824
2024 Certified Residential Property Tax Revenues:	\$ 4,177,876
Total Decrease:	\$ 376,948

(Please note that none of the calculations provided in this document include the 1.8 mills that the Town collects on behalf of the Library, nor does it include the 1.5 mills that the Town provides as additional support to the Library.)

This is being presented to Council as a discussion item only, but Staff is requesting guidance from Council on if they would like an additional rebate provided from the additional residential property tax revenues and if so, at what level of rebate.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Staff is prepared to receive direction from Town Council.

Reviewed and Approved for Presentation,



Town Manager

Residential Property Tax Rebate Discussion



The Community that Cares

2023

- ▶ Preliminary tax certifications (August 2023) indicated a 35.64% increase in residential values – this includes new residential construction
- ▶ Council included \$1,000,000 in the 2024 Budget to potentially provide a property tax rebate to Johnstown residents
- ▶ Voters did not pass Proposition HH that would have provided some residential tax relief
- ▶ Senate Bill 23B-001 was introduced and passed after the general election
 - ▶ Decreased the assessment rate from 6.765% to 6.7%
 - ▶ Increased the valuation reduction from \$15,000 to \$55,000

The analysis provided in the following slides does not include 3.3 mills associated with the Glen A. Jones Library and subsequently has no financial impact on this operation.

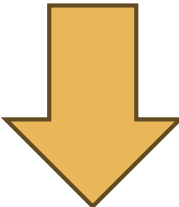


Comparison of 2023 Preliminary Certifications and 2023 Final Certifications

Preliminary Certification (August)	Final Certification (December)
Residential Values \$220,604,641	Residential Values \$202,347,837
Associated Revenue \$4,554,824	Associated Revenue \$4,177,876
Average % Increase 35.64%	Average % Increase 24.42%

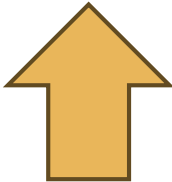
Revenue: (\$376,948)

Average % Increase: (11.22%)



Current State: 2022 vs 2023 Residential Property Taxes

Revenues
\$819,971



Percent Change
24.42%

Assessor Certifications	Assessed Values	Associated Revenues
2022 Final Certifications	\$162,634,013	\$3,357,904
2023 Final Certifications	\$202,347,837	\$4,177,876
Change	\$39,713,824	\$819,971

Getting Into the Details

Excludes the 1.5 mills the Town contributes to the library (20.647 mills)

This is an example of the impact of SB23B-1 on one specific property in Johnstown. The property used in the example is one that lined up very closely to the averages provided by the County Assessor's Offices.

	Actual Values 2022	Preliminary Values Aug 2023	Actual Values with SB23B-001 Dec 2023
Assessed Value	\$392,000	\$564,700	\$564,700
Less: Deduction	\$ 0	-\$15,000	-\$55,000
Assessed Valuation	\$392,000	\$549,700	\$509,700
Assessment Rate	x .0695	x .06765	x .067
Taxable Value of Home	\$ 27,244	\$37,187	\$34,150
Town of Johnstown Mills* (excludes Library)	x .020647	x .020647	x .020647
Town of Johnstown Property Taxes	\$562.51	\$767.80	\$705.10
% Increase from 2022		36.49%	25.34%
Increase in property taxes from '22 to '23		\$205.29	\$142.59

Rebate Comparison

Designated Rebate Amount	\$0	\$250,000	\$500,000	\$750,000	\$1,000,000
Residential Property Tax Revenue Increase	\$819,971	\$569,971	\$319,971	\$69,971	(\$180,029)
Percent Revenue Increase (Compared to 2022)	24.42%	16.97%	9.53%	2.08%	(5.36%)

Questions?



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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Public Hearing – First Reading Ordinance 2024-239 Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles

ACTION PROPOSED: Consider Ordinance No. 2024-239

ATTACHMENTS: 1. Ordinance No. 2024-239

PRESENTED BY: Ryan Oglesby, Interim Chief of Police

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance No. 2024-239 that would amend multiple sections of Article IV of Chapter 8 of the Johnstown Municipal Code. These amendments specifically aim to clarify and codify that absent limited circumstances, inoperable vehicles are not permitted on public or private property and that a vehicle is deemed to be inoperable if it also lacks a license plate with a valid registration sticker lawfully affixed thereto.

Article IV- Abandoned and Junked Vehicles

The title has been changed to Abandoned and Inoperable Vehicles, to fit with the definitions already present within the ordinance.

Section 8-61- Definitions

There has been an addition of “does not have a license plate with a valid registration sticker lawfully affixed thereto.” Under most circumstances, a vehicle can’t be legally operated without a valid license plate, and therefore it is recommended it be added to the definition of inoperable. There have also been efforts to clarify the definition of a vehicle.

Section 8-62 -Inoperable vehicle prohibited, exceptions.

It is recommended that provisions be added to address parking of inoperable vehicles on public right-of-way or other public property for a period of more than 48 hours. Efforts have also been made to clarify the language within the ordinance.

Sec. 8-63 Presumption the vehicle is inoperable.

It is recommended that there be an addition that the absence of one or more parts of the vehicle necessary for lawful operation of the vehicle upon the streets and highways be added. Efforts have also been made to clarify and consolidate the language of the ordinance.

Sec. 8-64 Administrative procedure for removal.

It is recommended that this section be removed, as the removal of vehicles is already outlined in the Johnstown Police Department’s Policy and Procedure manual.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2024-239 upon first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2024- 239, an ordinance Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles upon first reading.

For Denial: I move to deny Ordinance No. 2024-239, an ordinance Amending Article IV of Chapter 8 of the Municipal Code Concerning Abandoned and Junked Vehicles upon first reading.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-239

AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 8 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING ABANDONED AND INOPERABLE VEHICLES

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

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

WHEREAS, Article IV of Chapter 8 of the Johnstown Municipal Code regulates abandoned and junked vehicles; and

WHEREAS, Chief Oglesby of the Johnstown Police Department recommends that the Town Council amend the regulation to clarify that, absent limited circumstances: (i) inoperable vehicles are not permitted on public or private property; and (ii) a vehicle is deemed to be inoperable if it lacks a license plate with a valid registration sticker lawfully affixed thereto; and

WHEREAS, pursuant to the recommendation of Chief Oglesby, the Town Council desires to amend Article IV of Chapter 8 of the Johnstown Municipal Code; and

WHEREAS, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town of Johnstown.

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

Section 1. Article IV of Chapter 8 of the Johnstown Municipal Code is hereby repealed in full and readopted to read as follows:

ARTICLE IV Abandoned and Inoperable Vehicles

Sec. 8-61. Definitions.

For purposes of this Article, the following terms shall have the meanings ascribed to them:

- (a) *Inoperable* means any vehicle that is in a condition of being junked, wrecked, wholly or partially dismantled, discarded, or abandoned; is unable to perform the functions or purpose for which it was originally constructed; or does not have a license plate with a valid registration sticker lawfully affixed thereto.
- (b) *Vehicle* means a self-propelled vehicle which, as originally built, contained an engine, regardless of whether it contains an engine at any other time, including, without limitation,

automobiles, trucks, buses, motor homes, motorized campers, motorcycles, motor scooters, mopeds, tractors, and golf cars.

Sec. 8-62. Inoperable vehicles prohibited; exceptions.

- (a) Except as otherwise provided in this Article, it shall be unlawful for any person, whether as owner, lessee, or person in possession or control, to park, store or leave, or permit to be parked, stored or left, an inoperable vehicle at any location in the Town unless such vehicle is enclosed in a garage or fully enclosed structure.
- (b) The provisions of this Article shall not apply to:
 - (1) Any person parking one (1) inoperable vehicle on private property for a period of thirty (30) consecutive days or less;
 - (2) Any person parking one (1) inoperable vehicle on public right-of-way or other public property for a period of forty-eight (48) consecutive hours or less;
 - (3) Any vehicle held in connection with a business enterprise operating in compliance with the Town’s zoning laws; or
 - (4) Any act that, notwithstanding the foregoing provisions of this Article, constitutes a public nuisance.

Sec. 8-63. Presumption that vehicle is inoperable.

The following conditions shall raise the presumption that a vehicle is inoperable under the provisions of this Article:

- (a) Placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports; or
- (b) Absence of one (1) or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and, to this end, the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL, AS AMENDED, AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



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Item #15.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Public Hearing - Ordinance 2024-240: Amending “Table 3-8: Impact Fees” of the Town of Johnstown Land Use and Development Code Concerning Impact Fees Imposed on Behalf of the Front Range Fire Rescue Fire Protection District

ACTION PROPOSED: Consider Ordinance 2024-240 on First Reading

ATTACHMENTS:

1. Ordinance 2024-240
2. Front Range Fire Rescue (FRFR) Resolution 2023-3
3. FRFR Impact Fee Study

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In May, 2023, the Front Range Fire Rescue (FRFR) completed an updated Fire Impact Fee Study. A copy of this document and the resolution approved by FRFR is attached for your review. In order for impact fees to be assessed at the time of a building permit that benefits FRFR, an ordinance needs to be approved by Town Council to modify the fee. The fees currently assessed on behalf of the FRFR were adopted in December, 2018 and became effective in January 2019, as part of Ordinance 2018-154.

Council was presented with information and a request to amend the fees by FRFR on January 17, 2024. During this meeting, Council directed Staff to present an ordinance which would allow for the implementation of the new fee structure for FRFR. The table below shows both the fees currently in effect and the impact fees requested for FRFR.

RESIDENTIAL		
UNIT TYPE	CURRENT FEE PER DWELLING UNIT	REQUESTED 2024 FEE PER DWELLING UNIT
Single-Family* or Two-Family	\$1,087.00	\$1,354.00
Multi-Family	\$692.00	\$1,247.00

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* A Townhome is a single-family home		
NON-RESIDENTIAL		
UNIT TYPE	CURRENT FEE PER SQUARE FOOT	REQUESTED 2024 FEE PER SQUARE FOOT
Any Non-Residential	\$0.60	\$1.53

Ordinance 2024-240 presented for consideration would amend the impact fee structure to the requested fees requested by FRFR. Staff supports the requested change by FRFR which requires two (2) readings before formal adoption.

LEGAL ADVICE:

The Town Attorney prepared the ordinance presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff recommends approval of Ordinance 2024-240 on first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2024-240 as presented, on first reading.

For Denial: I move to deny Ordinance No. 2024-240 as presented, on first reading.

Reviewed and Approved for Presentation,



 Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-240**

**AMENDING “TABLE 3-8: IMPACT FEES” OF THE TOWN OF
JOHNSTOWN LAND USE AND DEVELOPMENT CODE CONCERNING
IMPACT FEES IMPOSED ON BEHALF OF THE FRONT RANGE FIRE
RESCUE FIRE PROTECTION DISTRICT**

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

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

WHEREAS, impact fees are one-time payments that fund the construction and expansion of public facilities needed to accommodate new development, as determined by level of service standards, with the intent being that new development pay for its proportionate share of the capital costs of additional infrastructure capacity needed to serve the new development; and

WHEREAS, pursuant to C.R.S. § 29-20-104.5 (“Impact Fee Act”), the Town has the authority to impose an impact fee as a condition of issuance of a development permit to fund expenditures incurred by fire and emergency services providers for capital facilities needed to serve new development and a fire and emergency services provider is thereafter authorized to receive and spend the impact fees imposed by the Town for the purposes described in the Impact Fee Act; and

WHEREAS, the Front Range Fire Rescue Fire Protection District (“District”) is a political subdivision of the State of Colorado, formed pursuant to Title 32, Colorado Revised Statutes, to provide fire suppression, fire prevention, emergency medical, emergency rescue and other related services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, which includes property lying within the Town’s jurisdictional boundaries, and is thus a fire and emergency services provider as contemplated by the Impact Fee Act; and

WHEREAS, by Ordinance No. 2018-154, based on a request from the District and pursuant to a nexus study that evaluated the nexus between new development within the District’s jurisdictional boundaries and the projected impact that such development had on the District’s Capital Facilities (“Nexus Study”), the Town agreed to impose an impact fee on the District’s behalf; and

WHEREAS, concurrently therewith, on or about December 3, 2018, the Town and the District entered into an Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Services Impact Fees with the District (“IGA”); and

WHEREAS, pursuant to the IGA, the District agreed to update the Nexus Study no less frequently than every five (5) years to ensure, among other requirements, that the impact fees remain reasonably related to the impacts of both new residential and non-residential development on the District’s capital facilities; and

WHEREAS, on or about May 15, 2023, the District obtained an updated nexus study prepared by BBC Research & Consulting, Inc. (“Updated Nexus Study”); and

WHEREAS, the Updated Nexus Study quantified the reasonable impacts of both new residential and non-residential development on the District’s capital facilities at a rate no greater than necessary to defray the impacts directly related to development within the jurisdictional boundaries of the District and concluded that the following impact fees are warranted: \$1,354.00 per single family home, two-family home and townhome; \$1,247.00 per multi-family home; and \$1.53 per square foot for non-residential use; and

WHEREAS, on August 8, 2023, the District’s Board of Directors adopted a Resolution approving the updated impact fee schedule at the levels set forth in the Updated Nexus Study; and

WHEREAS, on January 17, 2024, the District presented the findings of the Updated Nexus Study to the Town Council and requested that the Town Council adopt the updated impact fee schedule; and

WHEREAS, after duly considering the District’s request, the Town agrees to impose the updated impact fee schedule on the District’s behalf; and

WHEREAS, the updated impact fees herein described are legislatively adopted, generally applicable to broad classes of property and, based on the Updated Nexus Study, no greater than necessary to defray the projected impacts on capital facilities caused by proposed development; and

WHEREAS, based on the foregoing and based on the Updated Nexus Study, the Town Council desires to amend “Table 3-8: Impact Fees” of the Town of Johnstown Land Use and Development Code to modify the impact fees imposed on behalf of the District.

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

Section 1. “Table 3-8: Impact Fees” of the Town of Johnstown Land Use and Development Code (“LUDC”) is hereby amended to reflect the following impact fees on behalf of the Front Range Fire Rescue Fire Protection District:

RESIDENTIAL	
UNIT TYPE	FEE PER DWELLING UNIT

Single Family, Townhome or Two-Family	\$1,354.00
Multi-Family	\$1,247.00
NON-RESIDENTIAL	
UNIT TYPE	FEE PER SQUARE FOOT
Any Non-Residential	\$1.53

Town staff is hereby directed to amend the LUDC to codify the foregoing and to thereafter make copies of the amended LUDC available in the office of the Town Clerk and republish the amended LUDC on the Town’s official website.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

**BEFORE THE BOARD OF DIRECTORS OF THE
FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT**

RESOLUTION 2023 – 03

A RESOLUTION ADOPTING AN UPDATED IMPACT FEE SCHEDULE

WHEREAS, the Front Range Fire Rescue Fire Protection District (“District”) is a political subdivision of the State of Colorado, formed pursuant to Title 32, Colorado Revised Statutes (“C.R.S”) to provide fire suppression, fire prevention, emergency medical, emergency rescue, and hazardous materials services to the citizens and their property within its jurisdiction, and to individuals passing through its jurisdiction;

WHEREAS, pursuant to § 32-1-1002(1)(d.5), C.R.S., the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in § 29-20-104.5, C.R.S.; and

WHEREAS, the District obtained its first Impact Fee Study, dated October 3, 2018, to evaluate the essential nexus between new development within the District’s jurisdictional boundaries and the projected impact that such development has on the District’s Capital Facilities (“**Nexus Study**”). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District’s Capital Facilities (“**Impact Fee Schedule**”); and

WHEREAS, the District approved the initial Impact Fee Schedule by Resolution 2018-08 in accordance with the Nexus Study and entered into Intergovernmental Agreements with the Town of Johnstown and Larimer County for the collection of impact fees (“Impact Fee IGA’s”); and

WHEREAS, the Impact Fee IGA’s contemplated an update to the Nexus Study with the earliest deadline for an updated Nexus Study required within 5 years of the original study; and

WHEREAS, the District obtained an updated Impact Fee Study, dated May 15, 2023, to re-evaluate the essential nexus between new development within the District’s jurisdictional boundaries and the projected impact that such development has on the District’s Capital Facilities (“**Updated Nexus Study**”). The Updated Nexus Study recommended changes to the District’s Impact Fee Schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District’s Capital Facilities (“**Updated Impact Fee Schedule**”); and

WHEREAS, the District’s Board of Directors has determined it is in the best interests of the District and the citizens it serves to adopt the Updated Impact Fee Schedule to ensure that new development continues to pay its own way when it comes to the capital improvements of the District.


NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT, WELD AND LARIMER COUNTIES, COLORADO:

1. The Updated Impact Fee Schedule, as described in attached Exhibit A is hereby adopted and approved;
2. No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which a District impact fee is imposed pursuant to the Impact Fee Schedule; and
3. The collection of District Impact Fees shall continue to be subject to the terms of the Impact Fee IGA's and any additional Intergovernmental Agreements that the District enters into with a Town or County regarding the imposition and collection of impact fees;
4. If a District Impact Fee is owed by a developer, the District and the developer may mutually determine whether the developer will make an "in-kind" contribution to the District in lieu of paying all or part of the District Impact Fee.
5. Staff is directed to forward this Resolution, the Updated Nexus Study, and the Updated Impact Fee Schedule to the Town of Johnstown and Larimer County, and to take all additional steps necessary to effectuate the imposition of the Updated Impact Fee Schedule, in accordance with the Impact Fee IGA's.

Adopted this 8th day of August, 2023

Introduced, read, and adopted by the Board of Directors of the Front Range Fire Rescue Fire Protection District on this 8th day of August, 2023.

ATTEST:



 Board President



 Board Secretary

EXHIBIT A

**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE**

Effective January 1, 2024

Property Use	2024 Impact Fee
Single Family Unit (includes Duplex and Townhome)	\$1,354
Multi-Family Unit (apartment and condominium)	\$1,247
Commercial square foot	\$1.53
Industrial square foot	\$1.53

* Fire Service Impact Fees will be adjusted annually at the start of each year based on the U.S. Bureau of Labor Statistics' Western Information Office's consumer price index for the West Region (https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm)

No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.



Front Range Fire Rescue Impact Fee Study

FINAL REPORT

Final Report

May 15th, 2023

Front Range Fire Rescue Impact Fee Study

Prepared for:

Front Range Fire Rescue
P.O. Box 130
Milliken, CO 80543

Prepared by:

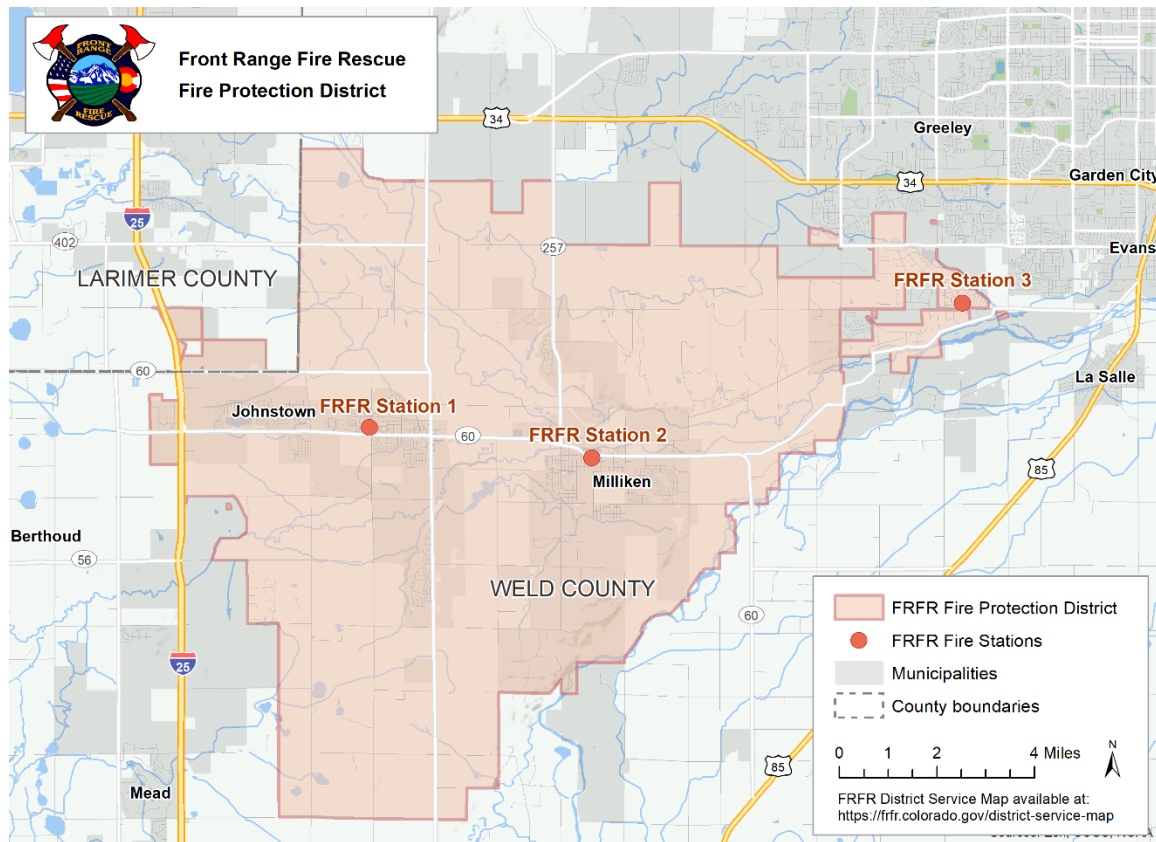
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SECTION I. Introduction

Front Range Fire Rescue Fire Protection District (FRFR) provides fire rescue, emergency medical, and life safety and fire prevention services in Weld and Larimer Counties, serving the Town of Johnstown, the Town of Milliken, and parts of unincorporated Weld and Larimer Counties, as shown in Figure I-1. FRFR’s service area includes both urban and rural land uses.

Many fire districts in Colorado impose development impact fees for expansion of public infrastructure. Colorado statute and a series of United States Supreme Court decisions dictate the amounts that districts can charge in impact fees and how they can devise, impose, and spend them. Because of those requirements, FRFR retained BBC Research & Consulting (BBC) in 2023 to conduct a feasibility assessment and prepare a report documenting the calculation of appropriate fees for its services. This report documents BBC’s analysis and recommendations for updating the impact fee system that would recover the proportional capital costs associated with new development.

Figure I-1.
Front Range Fire Rescue Fire Protection District Service Area



Source: Fire districts data aggregated by the Colorado Department of Local Affairs. Downloaded from Colorado Information Marketplace, at <https://data.colorado.gov/Local-Aggregation/Fire-Districts-in-Colorado/ua3v-vcuh>.

A. Impact Fee Requirements

Although there is no universally accepted definition of defensible impact fees, most feasibility assessments focus on the following requirements:

- *One-time application*, meaning that fees are a one-time payment for new development;
- *Restricted use*, meaning that fees are only applicable to infrastructure expansion projects;
- *New development*, meaning that fees are only applicable to new development and not improvements to existing developments; and
- *Proportionality requirements*, meaning that fees must be limited to the proportionate share of the capital costs associated with providing services to the new development.

For example, Juergensmeyer and Thomas (2008) describe impact fees as:

“Fees collected through a set schedule or formula, spelled out in a local ordinance fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure...”¹

1. Colorado requirements. Consistent with Juergensmeyer and Thomas’s (2008) description of impact fees, Colorado law specifies the following requirements for impact fees:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for capital infrastructure projects:
 - Applicable projects must have a five-year life.
 - No funds can be diverted for operations, maintenance, repair, or facility replacement.
- Impact fee revenue must be segregated from other revenue and used for the purposes for which it was collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenue must be used for capital infrastructure expansion. No funds can be used for correcting existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

2. Supreme Court decisions. Impact fees must also be in accordance with a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee requirements are often referred to as *Nollan* and *Dolan*.² Guidance from those decisions requires that there be an “essential nexus” between the fee and the community’s interest. In *Dolan v. City of Tigard* (1994), the Supreme Court held that, in addition to an “essential nexus,” there must be

¹ Juergensmeyer, Julian C., and Thomas E. Roberts. *Land Use Planning and Development Regulatory Law*. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

² *Nollan v. California Coastal Commission*, 483 U.S. 82; 1987 and *Dolan v. City of Tigard* (1994) 114S.Ct. 2309.

"rough proportionality" between the proposed fee and the impacts that the fee is intended to mitigate. In *Dolan*, the Court further ruled that "rough proportionality" need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the project:

*"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."*³

Over the past two decades since *Dolan*, many fire districts have imposed impact fees, resulting in a broad set of common practices when considering how best to reflect judicial and statutory requirements in designing new fees.

B. Fee Applicability

As noted above, fire districts can only use impact fee revenue to cover the costs of any necessary expansion of public infrastructure that is needed to serve new development. In addition, fee amounts can only be set in a manner that is proportional to the cost of such infrastructure expansion.

1. Public infrastructure. *Public or capital infrastructure* is the physical component of public services. Under Colorado statute, the definition of *infrastructure* can include all equipment that has at least a five-year lifetime. It does not include personnel or any elements of service costs, even in circumstances where new staff is required to operate new facilities. Public infrastructure generally includes buildings, facilities, parking, lighting, recreation centers, or other support facilities. Capital infrastructure generally includes streets, parks, administrative facilities, specialized fire or police buildings, and recreational facilities.

2. Nature of infrastructure investments. Not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most fire districts make infrastructure investments not because of growth pressures but for the repair and replacement of existing facilities. For example, fire districts often make infrastructure investments related to:

- *Repair and replacement of existing facilities*, such as annual building maintenance or replacing a roof;
- *Betterment of existing facilities*, such as introducing new services or improving existing infrastructure without increasing service capacity; and
- *Facilities expansions*, such as expanding an existing building to accommodate growing personnel requirements.

Fire districts are not allowed to account for such investments as part of impact fee calculations.

³ *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

C. Capital Standards

In designing impact fees, fire districts must determine the appropriate capital standards applicable to each category of infrastructure. Facility standards can vary widely between districts. Whereas some states have legislation that describes such criteria with great specificity, other states—like Colorado—use more general standards. There are two primary approaches for calculating capital standards.

1. Replacement value approach. Capital standards can be estimated using the replacement value of specific capital facilities and the qualified equipment necessary for each category of infrastructure. For example, a city of 2,500 homes with a 20,000 square foot recreation center that has a replacement value of \$5 million would have a recreation center standard of 8 square feet per housing unit (i.e., $20,000 \text{ square feet} / 2,500 \text{ homes} = 8 \text{ square feet per home}$) and a replacement value of \$250 per square foot (i.e., $\$5 \text{ million} / 20,000 \text{ square feet} = \$250 \text{ per square foot}$). Thus, each existing residence would have an embedded recreational investment of \$2,000 per home (i.e., $\$250 \times 8 \text{ square feet} = \$2,000 \text{ per home}$), representing the community's recreational facility standard, which is what a developer could be charged for recreational facilities for each new unit.

If capital standards are defined using a replacement value approach, then calculations of those standards must account for any debt that applies against the relevant infrastructure. Because current residents are already responsible for that debt, it would be duplicative and inappropriate to charge developers impact fees that also include that debt.

2. Plan-based approach. Fire districts can also use a *plan-based approach* to set capital standards, which relies on capital improvement or other specific plans to estimate the value of capital required to serve future development. A plan-based approach requires forecasts of residential and commercial growth and detailed data on capital expansion plans and costs. Plan-based approaches must focus on expansion-related projects or the expansion portion of projects rather than betterment or replacement projects.

D. Other Considerations

Over time, some consensus has emerged on how best to ensure that impact fees comply with state statutes and court rulings. Many of the factors that fire districts must consider in designing fees appropriately are described above, but BBC also presents other considerations that fire districts must make.

- **Allocation by land use.** Courts have indicated that all forms of development that have facility impacts—that is, residential, industrial, and commercial developments—must pay their fair share of expansion costs. If one type of development is exempted from fees, then fees may not be sufficient to cover expansion costs that result from new development.
- **Use specificity.** Impact fee calculations vary between different forms and sizes of residential development and different uses of commercial buildings and how they impact demand for public services. When compelling evidence is available that the forms, sizes, or uses of particular types of development will result in substantially different demands for public services, then fire districts' impact fees should reflect that information.

- **Redevelopment.** The application of impact fees raises questions about how to deal with the redevelopment of existing properties. The redevelopment of a residence—even if it involves full scraping—does not lead to an increase in service demands, because it is still one residential unit with no implications for service delivery costs or capital needs. In contrast, the redevelopment of a larger lot into multiple homes would be assessed an impact fee based on the net number of new residential units, because there would be clear implications for service delivery and capital needs. Commercial redevelopment would be subject to the same considerations.
- **Waivers.** Fire districts should not waive fees unless the funds are reimbursed from other sources such as the general fund or other contributions by the developer to system expansion that exceed the calculated fees.
- **Timing.** Fees should be assessed at the time that building permits are issued.
- **Updates.** Impact fee calculations should be updated periodically. Most fire districts update their fees every two or three years.
- **Fee design costs.** The cost of fee design studies can be recovered through impact fees and used to reimburse districts' expenditures on the studies.

SECTION II.

Impact Fee Derivation

As described in Section I, there are several types of information that fire districts must consider to appropriately set their development impact fees, including determining capital standards. BBC used data from various sources to make appropriate considerations in developing updated development impact fees for FRFR.

- **Capital standards.** BBC used FRFR's planned future investment in facilities as the basis for determining capital standards for its new fees based on the District's projections of future capital requirements to serve new growth. The valuation included estimates of investments in buildings, furniture, fixtures, and durable equipment. Calculations of capital standards must also account for any debt that exists in connection with relevant infrastructure. FRFR did not have any debt associated with its capital at the time this study was conducted.
- **Demand for services by development type.** It is important for fire districts to determine how impact fees should be allocated according to demand for services by land use so that all forms of development pay their fair share of expansion costs. Data from the Weld and Larimer County Assessors regarding existing building types and square footage within the FRFR service area indicate that the large majority of existing development is single family residential (79% single family residential, 5% multifamily residential, 8% commercial, and 8% industrial). BBC allocated FRFR's updated development impact fees accordingly, because the mix of future development in the region is not expected to differ substantially from current land use.
- **Use specificity.** To the extent possible, impact fees should reflect the degree to which different forms, sizes, and uses of particular types of development will result in different demand for public services. However, there is no compelling evidence that suggests that larger homes create more demand for public services than smaller homes. In addition, there is uncertainty about the nature of future commercial development. As a result, BBC treated all residential units equally and all commercial units equally as they relate to public service demand.
- **Fee design costs:** The cost of fee design studies can be recovered through impact fees, so BBC has included the cost of this report in the fee calculations.
- **Proportionality:** By using FRFR's planned future investment in facilities to derive capital standards and then setting fee rates to replace the future standards of facility investment, BBC has ensured that proportionality has been reasonably and fairly derived.

A. FRFR Budget Overview

The FRFR Fire Protection District collects property tax revenue through an 11.642 property tax mill in Weld and Larimer Counties. A millage rate is the tax rate used to calculate local property taxes and represents the amount per every \$1,000 of a property's assessed value that a community would charge. In 2022, property taxes accounted for 82 percent of the FRFR total annual revenue of \$5.6 million. The remaining revenue came from plan and permit fees, specific ownership taxes, and other revenue sources. Expenditures totaled \$5.3 million in 2022, primarily for personnel (64%) and administration (25%). Personnel costs include salaries, benefits, and volunteer incentives.

Front Range Fire Rescue funds capital purchases through the operating budget and through a 2.0 dedicated mill to the Capital Fund. As discussed on Section I pages 3 and 4, capital investments, in general, are used for repair and replacement; betterment of facilities and service standards; and expansion of facilities. The dedicated mill for capital purchases is not restricted to a specific type of capital need and has historically been used to improve the level of service for existing residents. As such, the dedicated capital mill is not a revenue source that would offset impact fees; instead, the property tax revenues are likely to be expended for repair and replacement of existing infrastructure and service improvement as they are currently.

Additional property tax and specific ownership tax revenues that fund FRFR's operating budget will continue to be dedicated to ongoing expenses and will not likely be sufficient to fund the required level of growth-related capital expansion.

If the FRFR FPD chooses to instate impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, FRFR's capital and operating funds will be reserved for fiscally appropriate, non-growth-related uses.

B. Impact Fee Calculations

BBC’s calculations of updated development impact fees for FRFR includes the following steps:

1. Quantify the infrastructure investment needed to maintain current level of service given projected growth;
2. Develop estimates of current patterns of building development within the FRFR service area; and
3. Calculate the fire protection infrastructure costs per unit of development (per household or per square foot of nonresidential development).

1. Projected growth and planned future investment. BBC’s estimates of household growth rates in FRFR’s service area are based on growth projections by the North Front Range Metropolitan Planning Organization (NFRMPO). The existing ratio of single family residential to multifamily residential development within the service area is assumed to remain consistent.

BBC used employment projections from the NFRMPO to estimate new non-residential building development in FRFR’s service area. The existing ratios of commercial and industrial building space per job within the service area is assumed to remain consistent.⁴ The forecast period for the impact fee calculations is through 2045.

Figure II-1 displays the growth projections for FRFR’s service area through 2045. Over the 22-year planning horizon, development in the FRFR service area is projected to produce 12,440 new residential units (11,594 of which are single family and 847 of which are multifamily). Non-residential development is projected to produce 990,000 square feet of additional commercial and retail space and 968,000 square feet of additional industrial space.

**Figure II-1.
FRFR Service Area Growth Projections**

	Existing Development (2023)	Future Development		
		Growth Rate	Total	New Growth
Single family (units)	7,738	4.2%	19,332	11,594
Multifamily (units)	565	4.2%	1,412	847
Commercial (square feet)	1,277,669	2.6%	2,268,003	990,334
Industrial (square feet)	1,248,701	2.6%	2,216,582	967,881

Sources: Front Range Fire Rescue, Weld County Assessor, Larimer County Assessor, North Front Range Metropolitan Planning Organization, and BBC Research & Consulting.

FRFR’s current Capital Improvement Plan details significant investments in facilities and equipment necessary to serve new growth, as shown in Figure II-2. This figure also shows the

⁴ In 2023, for each estimated job in the service area there are 111.1 square feet of commercial building space and 108.9 square feet of industrial building space.

portion of the facilities and equipment expense that is eligible to be included in the impact fee calculation.

Figure II-2.
FRFR Facilities and Capital Investment Plan

	Amount	x	Growth Percentage	=	Amount to Include in Fees
Facilities: Stations					
Station 1	\$6,650,000		0%		\$0
Station 2	\$455,000		0%		\$0
Station 3	\$200,000		0%		\$0
Station 4	\$8,000,000		100%		\$8,000,000
Station 5	\$8,350,000		100%		\$8,350,000
Training Grounds	\$850,000		0%		\$0
Two Rivers Training	\$180,000		0%		\$0
Logistics Center	\$50,000		0%		\$0
Fire Apparatus					
2006 2500 gallon Tender (Replacement)	\$450,000		0%		\$0
2008 Ford Brush Truck (Station 4)	\$200,000		100%		\$200,000
2010 3500 gallon Tender (Replacement)	\$450,000		0%		\$0
2013 Dodge Brush Type 6 (Replacement)	\$200,000		0%		\$0
2015 Pierce PUC Engines (Replacement)	\$750,000		0%		\$0
2015 Pierce PUC Engines (Replacement)	\$750,000		100%		\$750,000
2019 Chevy Brush Type 6	\$14,000		0%		\$0
2024 Ladder Truck TBD	\$1,700,000		100%		\$1,700,000
2028 Engine (Station 4?)	\$750,000		100%		\$750,000
Staff Vehicles					
2006 Chevy Pickup (Replacement)	\$100,000		0%		\$0
2016 Chevy Tahoe (Replacement)	\$120,000		0%		\$0
2016 Ford Explorer (Replacement)	\$120,000		0%		\$0
2018 Chevy Colorado (Replacement)	\$50,000		0%		\$0
2019 Chevy Silverado 1500 (Replacement)	\$125,000		0%		\$0
2021 Ford F 150 BC Truck (Replacement)	\$125,000		0%		\$0
2022 Ford F 150 DC Truck	\$120,000		0%		\$0
2023 LSB Inspector	\$50,000		100%		\$50,000
2023 Emergency Mgmt.	\$50,000		100%		\$50,000
2024 OPS BoT LT	\$120,000		100%		\$120,000
2025 LSB Inspector	\$50,000		100%		\$50,000
Equipment					
2021 SCBA (Replacement)	\$400,000		0%		\$0
SCBA (Station 4)	\$90,000		100%		\$90,000
PPE	\$490,000		0%		\$0
TIC	\$300,000		0%		\$0
Fitness Equipment - Station 5	\$33,000		100%		\$33,000
Fitness Equipment - Station 4	\$25,000		100%		\$25,000
Other	\$15,000		0%		\$0
Station Furniture (Station 4)	\$300,000		100%		\$300,000
Station Furniture (Station 5)	\$300,000		100%		\$300,000
Extrication Equipment (Station 4)	\$100,000		100%		\$100,000
Communications & IT					
Radios Replacement	\$250,000		0%		\$0
Radios (Station 4)	\$42,000		100%		\$42,000
Office PCs	\$10,000		0%		\$0
Impact Fee Study					
	\$12,000		100%		\$12,000
Subtotal					\$20,922,000
Subtract Impact Fee Fund Balance	\$1,168,749		100%		\$1,168,749
Total					\$19,753,251

Source: Front Range Fire Rescue Capital Improvement Plan 2023 and discussions with FRFR staff.

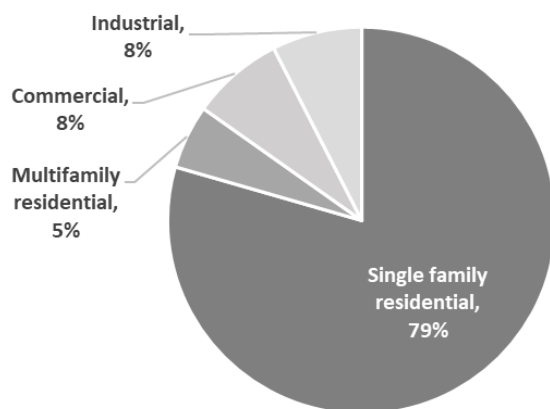
FRFR projects it will need more than \$33 million in capital projects to maintain its existing level of service at buildout, including approximately \$20 million of capital attributable to new growth. The capital plan includes two fire stations (#4 and #5), each with a built cost of approximately \$8 million. Stations 4 and 5 will serve future growth and are therefore 100 percent eligible to be included in the fee calculation. Corresponding equipment and apparatus for the two stations are also included in the fee calculation. Together, the capital required to serve new growth accounts for 60 percent of the total planned investment dollars, all of which are eligible for inclusion in the fee study.

The other 40 percent of the investment outlined in Figure II-2 is not eligible to be included in the fee calculation because the improvements are necessary to maintain the current level of service for existing residents rather than to serve future growth. Repair and renewal of existing stations—as well as the purchase of replacement fire apparatus, vehicles, and equipment—are not eligible to be included in the fee calculation for this same reason.

2. Current distribution of development types. This report utilizes the current distribution of development in the FRFR service area as the basis for allocating eligible infrastructure expansion costs over different types of land uses. This approach is consistent with the Colorado Municipal League’s recommendation that cost allocation be based on a measure of land use.

The existing mix of residential and non-residential building square footage is shown in Figure II-3 and is based on data from the Weld County Assessor and the Larimer County Assessor. By square footage, the existing built area in FRFR’s service area is 79 percent single family residential, 5 percent multifamily residential, 8 percent commercial, and 8 percent industrial space.

Figure II-3.
Land Uses within FRFR Service Area (% of total built square feet)



Note: Out buildings, roadways, agricultural buildings, mobile homes, schools, churches, and other categories are excluded from the impact fee calculation.

Sources: Front Range Fire Rescue and BBC Research & Consulting.

3. Impact fee calculation. Figure II-4 uses FRFR's capital improvement plan costs to determine appropriate single family residential, multifamily residential, commercial, and industrial impact fees. BBC used the existing distribution of development (Figure II-3) as a proxy for service demand and assigned costs to each type of development accordingly.

Figure II-4 presents fee calculations for each development type. The cost of fire capital infrastructure eligible to be included in the impact fee calculation is presented in the top row of Figure II-4 (and is identical to the last row of Figure II-2).

- The first step in calculating the impact fees was to allocate the total value of future fire capital infrastructure eligible to be included in the impact fee calculation to each type of development based on its proportion of built area as a percent of the total. Thus, BBC allocated 79 percent, or \$15.7 million, to single family residential development; 5 percent, or \$1.1 million, to multifamily residential development; 8 percent, or \$1.5 million, to commercial development; and 8 percent, or \$1.5 million, to industrial development.
- Next, BBC allocated infrastructure costs for each development type to the units of future development, based on future growth projections. For residential development, costs were allocated to each unit and for commercial and industrial development, costs were allocated to each square foot. The resulting figures represent the maximum allowable impact fee that can be charged to each unit of new development.

The result of allocating costs in the manner described above resulted in full cost recovery impact fees, which, as shown in the last three rows of Figure II-4 are \$1,354 per single family unit, \$1,247 per multifamily unit, \$1.53 per commercial square foot, and \$1.53 per industrial square foot. This is compared to the existing maximum allowable FRFR impact fees of \$1,553 per single family unit, \$989 per multifamily unit, and \$0.88 per non-residential square foot. FRFR can choose to charge less than this amount, but discounts must be uniformly applied to all land use categories.

**Figure II-4.
Full Cost Recovery Impact
Fees for FRFR**

Sources:
Front Range Fire Rescue and BBC Research &
Consulting.

Calculation of Impact Fees	
Value of Future Fire Infrastructure	\$19,753,251
Building Type Distribution (by square feet)	
Single family	79%
Multifamily	5%
Commercial	8%
Industrial	8%
Costs by Building Type	
Single family	\$15,698,788
Multifamily	\$1,055,818
Commercial	\$1,516,514
Industrial	\$1,482,131
Future Development through 2045	
Single family (in dwelling units)	11,594
Multifamily (in dwelling units)	847
Commercial (in square feet)	990,334
Industrial (in square feet)	967,881
Impact Fee by Land Use (rounded)	
Single family (per dwelling unit)	\$1,354
Multi-family (per dwelling unit)	\$1,247
Commercial (per square foot)	\$1.53
Industrial (per square foot)	\$1.53

SECTION III.

Summary and Recommendations

The development impact fees of \$1,354 per single family residential dwelling unit, \$1,247 per multifamily residential dwelling unit, and \$1.53 per square foot of commercial and industrial development that BBC recommends for FRFR's consideration represent maximum allowable amounts, and we recognize that the District may choose not to adopt fees below these amounts. BBC also offers the following recommendations for implementing the updated fees:

- FRFR should continue to maintain its impact fee fund separate and distinct from its general fund and make withdrawals from the former only to pay for growth-related infrastructure.
- FRFR should adhere to a written policy governing its expenditure of monies from its impact fee fund. The District should not fund operational expenses with impact fees under any circumstance, including the repair and replacement of existing infrastructure not necessitated by growth. In cases when FRFR expects new infrastructure to partially replace existing capacity and to partially serve new growth, cost sharing between its general fund (or capital fund) and its impact fee fund should be considered on a proportional basis as determined by the board.
- FRFR's impact fees should be updated annually at the start of each year based on the U.S. Bureau of Labor Statistic's Western Information Office's consumer price index for the West Region.⁵
- FRFR should continue to conduct impact fee review studies periodically as it invests in additional infrastructure beyond what is listed in this report or if the service area population or inventory of non-residential square footage changes substantially.

⁵ https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm



450 S. Parish Avenue
Johnstown, CO 80534
970.578.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 5, 2024

SUBJECT: Ordinance 2024-241 regarding the Larson Annexation

ACTION PROPOSED: Continue the Public Hearing – First Reading of Ordinance 2024-241 Annexing approximately 96 acres and known as the Larson Annexation, to the February 21, 2024, Town Council meeting.

ATTACHMENTS: NA

PRESENTED BY: Jeremy Gleim, AICP, Planning and Development Director

AGENDA ITEM DESCRIPTION:

Due to a procedural oversight, this packet was not submitted to the Board of County Commissioners in a timely manner, pursuant to C.R.S. § 31-12-108.5. Therefore, Staff is requesting the Public Hearing be opened and the item continued to the Town Council meeting on February 21, 2024 at 7 pm.

LEGAL ADVICE:

The Town Attorney received this request as well as the Town Manager

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Continue the Public Hearing – First Reading of Ordinance 2024-240 Annexing approximately 96 acres, known as the Larson Annexation, to the February 21, 2024, Town Council meeting.

Reviewed and Approved for Presentation,

Town Manager

The Community that Cares



450 S. Parish Avenue
Johnstown, CO 80534
970.578.4664
JohnstownCO.gov

Item #17.

MEMORANDUM

TO: Town Council

FROM: Hannah Hill, Town Clerk

CC: Matt LeCerf, Town Manager
Mitzi McCoy, Deputy Town Manager

DATE: February 5, 2024

SUBJECT: Buc-ee's Fermented Malt Beverage and Wine Liquor License

As Council will remember, at the January 17, 2024 Council meeting, a public hearing was conducted where Council approved the liquor license for Buc-ee's. Staff would like to update Council as an administrative error was discovered on the application regarding the type of license selected. After discussions with the Department of Revenue (DOR), the State has approved a corrected license for Buc-ee's as a *Fermented Malt Beverage and Wine Off-premises* license. There were no substantial changes and the information provided in the hearing did not change. The amended order is attached to this memo.

Hannah Hill 2-5-2024
Signature Date

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664	
IN THE MATTER OF:	
BUC-EE'S JOHNSTOWN, LLC 5201 Nugget Road, Berthoud, CO 80513	Δ AUTHORITY USE ONLY Δ
ORDER GRANTING FERMENTED MALT BEVERAGE AND WINE LICENSE TO BUC-EE'S JOHNSTOWN, LLC	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on the Application of Buc-ee’s Johnstown, LLC, a Delaware limited liability company (“Applicant”), for a Fermented Malt Beverage and Wine License for a premises located at 5201 Nugget Road, Berthoud, Colorado 80513 (“Application”).


The Authority, having conducted a public hearing on January 17, 2024, after due notice, reviewed the Application and considered the evidence adduced by Town staff’s investigation and the evidence presented by the Applicant and parties in interest, as the term is defined in C.R.S. §44-3-311(5)(b), including but not limited to the petition circulated by the Applicant, hereby FINDS AS FOLLOWS:

1. The appropriate fees were paid;
2. The Applicant is entitled to possession of the premises where the beer and wine license is to be exercised;
3. The Applicant is of good moral character and entitled to hold the beer and wine license;
4. The location of the premises complies with the zoning requirements; and
5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the beer and wine license.

Based on the foregoing, the Authority hereby ORDERS that Buc-ee's Johnstown, LLC's application for a Fermented Malt Beverage and Wine License is GRANTED.

Done and dated this 17 day of January, 2024.

BY THE AUTHORITY:



Troy D. Mellon
Mayor, Town of Johnstown
Chairperson, Liquor Licensing Authority

ATTEST:


Hannah Hill, Town Clerk



CERTIFICATE OF SERVICE

I hereby certify that on this 17 day of January, 2024, a true and correct copy of the foregoing Order was sent by certified mail to:

Buc-ee's Johnstown, LLC
327 FM 2004 Road
Lake Jackson, Texas 77566


Hannah Hill





Town of Johnstown

January 12, 2024

Ms. Denise Bradshaw
Emergency Management Coordinator
Weld County Office of Emergency Management
1150 O Street,
Greeley, CO. 80631

Re: "Statement of Intent to Participate" as a participating jurisdiction in Weld County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Ms. Bradshaw,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Town of Johnstown is submitting this letter of intent to confirm that Johnstown has agreed to participate in the Weld County Multi-Jurisdictional Hazard Mitigation Planning effort.

Due to Colorado DHSEM grant obligations, Commitment Letters must be submitted January 2024 to secure funding for the Hazard Mitigation Plan Updates. Weld County will start the update to the plan in 2025 and submit the plan to the state for review in fall of 2026. This update will replace the 2021 HMP.

Further, as a condition to participating in the mitigation planning, Johnstown agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to Weld County to complete the plan in conformance with FEMA requirements.

The Town of Johnstown understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated March 2023 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);

The Community That Cares

johnstown.colorado.gov

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

- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, the Town of Johnstown is making its commitment to the Weld County Multi-Jurisdictional Hazard Mitigation Planning effort.

Regards,


Matt LeCerf
Town Manager

Cc: Mayor Troy Mellon
Johnstown Town Council

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MEMORANDUM

TO: Honorable Mayor Troy D. Mellon and Town Councilmembers

FROM: Matt LeCerf, Town Manager

DATE: January 30, 2024

SUBJECT: 2024 Water Cash In-Lieu Price

In 2020, the Town created a water bank for the purposes of selling fractions of water shares as necessary for single lot properties and other needs including for economic development purposes. In 2023, the price per acre foot was set at \$78,000. Based on recent sold shares the market value for Home Supply has changed and it is recommended that we increase our price to \$90,000 per acre foot. This will be applicable to any new water sales which the Town does not already have a formal price agreement. The final decision regarding the sale of any water and the price determined accordingly is still at the final discretion of Town Council. This memorandum is to memorialize future sale recommendations.

Proposed Rate Changes: Effective 4/1/2024

Membership Type	Site	Join Fee	2024 Jan - Mar	5% 2024 April - Dec	Variance
Adult	JTY - Resident	\$45.00	\$37	\$39	\$2
Adult Couple	JTY - Resident	\$63.00	\$55	\$58	\$3
Family	JTY - Resident	\$79.00	\$85	\$89	\$4
Youth	JTY - Resident	\$35.00	\$27	\$28	\$1
Senior	JTY - Resident	\$35.00	\$27	\$28	\$1
Senior Couple	JTY - Resident	\$54.00	\$46	\$48	\$2
Adult	JTY - Neighboring	\$45.00	\$50	\$53	\$3
Adult Couple	JTY - Neighboring	\$63.00	\$68	\$71	\$3
Family	JTY - Neighboring	\$79.00	\$98	\$103	\$5
Youth	JTY - Neighboring	\$35.00	\$35	\$37	\$2
Senior	JTY - Neighboring	\$35.00	\$40	\$42	\$2
Senior Couple	JTY - Neighboring	\$54.00	\$59	\$62	\$3
Adult	JTY - Non-Resident	\$60.00	\$71	\$75	\$4
Adult Couple	JTY - Non-Resident	\$85.00	\$93	\$98	\$5
Family	JTY - Non-Resident	\$85.00	\$115	\$120	\$5
Youth	JTY - Non-Resident	\$35.00	\$35	\$37	\$2
Senior	JTY - Non-Resident	\$60.00	\$61	\$64	\$3
Senior Couple	JTY - Non-Resident	\$85.00	\$80	\$84	\$4

**YMCA of Northern Colorado
Johnstown Community YMCA
Summary Operating Statement
Month Ending December 31, 2023**

Revenue	Preschool		Operations		Consolidated	
	Month	YTD	Month	YTD	Month	YTD
Financial Assistance	(1,670)	(57,172)	(3,029)	(31,606)	(4,699)	(88,778)
Contracts & Grants	-	70,732	-	10,460	-	81,192
Preschool Fees	198,350	842,839	-	-	198,350	842,839
Membership	-	-	119,411	1,546,796	119,411	1,546,796
Health & Wellness	-	-	7,557	228,801	7,557	228,801
Childwatch Fees	-	-	-	-	-	-
Merchandise Sales	-	-	-	398	-	398
Other Income	-	-	2,897	60,802	2,897	60,802
Total Revenue	196,680	856,399	126,836	1,815,651	323,516	2,672,050
Expense						
Salaries & Wages	39,390	493,472	72,080	1,095,386	111,470	1,588,858
Employee Benefits	3,225	34,194	3,130	41,254	6,355	75,448
Payroll Taxes	4,076	49,280	7,289	104,846	11,365	154,126
Contract Services	-	-	4,045	42,532	4,045	42,532
Supplies	-	38	3,978	54,523	3,978	54,561
Telephone	40	1,320	1,250	18,502	1,290	19,822
Occupancy & Insurance	638	7,658	29,596	564,650	30,234	572,308
Equipment	-	-	1,535	13,590	1,535	13,590
Employee/Volunteer Costs	175	4,130	-	9,352	175	13,482
Program Costs	1,935	31,830	3,910	20,353	5,845	52,183
Administrative Costs	-	1,975	-	7,708	-	9,683
Merchandise Costs	-	-	-	986	-	986
Total Expense	49,479	623,897	126,813	1,973,682	176,292	2,597,579
Net Outcome	147,201	232,502	23	(158,031)	147,224	74,470
	15.3%		YMCA Administrative Fee		(26,973)	(397,430)
			YMCA Investment		120,251	(322,959)
			YMCA Cost Recovery		41,667	500,004
			Cost Recovery Variance		161,918	177,045

Action Items

Elections: Local Taxpayer Bill of Rights Prior Voter Approval Requirement

House Bill 24-1026 would require all local governments who successfully obtained voter approval to permanently retain revenue in excess of their TABOR fiscal year spending and property tax revenue limits prior to November 9, 2020, to again ask for voter approval for those same revenue changes no later than November 2029 or forgo the previously approved revenue change beginning in 2030. Requiring voter approval for policies that have already received voter approval is a significant change from current TABOR requirements and has the potential to significantly reduce municipal revenue with large impacts to budgeting. **Staff recommendation: Oppose.** *Lobbyist: Heather Stauffer*

Policy Statement: CML supports retention of authority for all municipalities to set local tax rates and for home rule municipalities to collect their own taxes and determine their own tax bases.

Housing: Local Government Rights Regarding Multifamily Rental Properties

Representative Boesenecker is carrying a bill creating two property rights for local governments in certain types of multifamily rental properties: a right of first refusal and a right of first offer. The bill requires the seller of a multifamily rental property with an existing affordability deed restriction to give notice to the local government at least two years before the expiration of an existing affordability restriction on the property and again when the seller takes certain actions to sell the property. The local government would then have 14 days to preserve its right of first refusal and an additional 60 days to make an offer and must agree to close on the property within 120 days of acceptance of the local government's offer. The bill establishes that local governments also have a right of first offer for multifamily rental properties that have five or more units in urban counties and three or more units in rural and rural resort counties. A seller of such property must provide notice of intent to sell the property to the local government before the seller lists or markets the property for sale and must allow 14 days from the date of such notice before listing or marketing the property for sale. Local governments may partner with certain other entities for financing the transaction. The Attorney General's office is required to enforce the provisions of the bill. If a court finds that a seller or third-party buyer has materially violated the law with respect to the right of first refusal or first offer, the court must award a statutory penalty of at least \$50,000 or an amount equal to 30% of the purchase or listing price of the property, whichever is greater. **Staff recommendation: Support.** *Lobbyist: Bev Stables*

Policy Statement: *The League supports an adequate supply of diverse housing options, regardless of income level, and continued public-and private- sector support for such an effort.*

Municipal Finance: Real Estate Transfer Fee

A bill providing authority for municipalities and counties to implement and collect a Real Estate Transfer Fee when a real estate transfer takes place is expected to be introduced in the coming weeks. Fee revenue would be directed to local affordable housing projects. A preliminary draft provides local governments with the authority to impose the fee in any amount they determine up to 4% of the value of the property transferred, with the ability to waive the fee or set exemptions from the fee. The draft also provides that counties may impose a fee up until a municipality imposes a fee, at which point the county's fee goes away or can remain pursuant to an intergovernmental agreement with the municipality. Under the bill, communities with an existing Real Estate Transfer Tax can also impose an additional Real Estate Transfer Fee provided the tax and the fee do not cumulatively exceed the 4% limit. **Staff Recommendation: Support.** *Lobbyist: Elizabeth Haskell*

Policy Statement: The League supports state enabling legislation that provides municipalities with authority and flexibility to address local needs and enhancement of municipalities' flexibility to finance public projects economically and efficiently.

Opioids: Overdose Prevention Centers

House Bill 24-1028 authorizes local governments to allow the operation of an overdose prevention center within its boundaries. Unlike the harm reduction centers bill that was heard before the Opioid and Other Substance Use Disorders Study Committee, this bill does not include language establishing a pilot program, advisory committee, or adoption of any minimum standards from the Colorado Department of Public Health and Environment (CDPHE). While the bill grants additional authority for local governments to address substance use disorder, CML feels that additional safeguards should be put in place to increase public safety. **Staff recommendation: Support if amended.** *Lobbyist: Bev Stables*

Policy Statement: *The League supports state enabling legislation that provides municipalities with authority and flexibility to address local needs.*

Environment/ Natural Resources: Local Government Authority to Regulate Pesticides

Current law prohibits a local government from creating laws that regulate the use of pesticides by pesticide applicators regulated by state or federal law. The bill allows local governments to create and enforce laws regulating the sale or use of pesticides to protect the health and safety of the community. There are specific conditions placed on this authority to regulate including that ordinances must be supported by peer-reviewed science. The bill also lists exceptions to this authority which include pesticides used for: the production of agricultural products, growing feed for livestock and management of livestock, maintenance of agricultural water supply facilities including irrigation ditches and other water infrastructure, for a public utility on property owned or controlled by them to protect infrastructure or operation of infrastructure, for

operation and maintenance of a water supply collection or distribution facility, or for the cultivation of marijuana. This bill would allow municipalities who choose to, to create ordinances above and beyond what the state requires such as requiring additional signage and enforce buffer zones, among other things, around certain properties and environments. **Staff recommendation: Support.** *Lobbyist: Heather Stauffer*

Policy Statement: *The League supports state enabling legislation that provides municipalities with authority and flexibility to address local needs.*

Housing: Residential Occupancy Limits

House Bill 24-1007 would prohibit local governments from enacting or enforcing limits on the number of people who can live in a dwelling unless the limits are tied to a minimum square footage per person requirement that is necessary to regulate safety, health, and welfare. Senate Bill 23-213 included a similar provision prohibiting local governments from enacting or enforcing residential occupancy limits that differ based on the relationships of the occupants of a dwelling. That provision also included a carve-out for regulating short-term rentals and for local governments with institutions of higher education within its boundaries that allowed those local governments to enforce residential occupancy limits on more than five unrelated people living in one dwelling. CML would seek to include similar language in this bill and to address other aspects of building codes and life safety matters. **Staff recommendation: Oppose unless amended.** *Lobbyist: Bev Stables*

Policy Statement: *The League opposes delegation of municipal land use authority to state agencies or preemption of municipal land use controls.*

Land Use: Attorney's Fees for Rule 106 Appeals

Representative Lindstedt is carrying a bill requiring a court to award attorney fees to the prevailing defendant only in an action for judicial review of a local land use decision. The bill clarifies that filing such an action does not affect the validity of the local land use decision. The bill also authorizes a governmental entity and the public to rely on the local land use decision in good faith for all purposes until the action for judicial review is resolved. This change will help insulate municipalities from superfluous suits designed to delay land use decisions and would help to insulate municipalities from the costs of defending its decisions. **Staff recommendation: Support.** *Lobbyist: Bev Stables*

Policy Statement: *The League supports state enabling legislation that provides municipalities with authority and flexibility to address local needs.*

Meetings/ Records: Public Meeting Accessibility Requirements for Public Bodies

The bill requires state and local public bodies to ensure that the following accessibility requirements are implemented within six months of the effective date of the bill (late winter 2025). First, all public meetings of public bodies at which public business is discussed must be accessible in real time by live streaming video (or audio in limited cases) that is recorded and accessible to individuals with disabilities. For any meeting in which public testimony is offered, the public body is required to allow any individual to participate in the meeting and offer public testimony by using a video conferencing platform unless the meeting occurs in a geographic location that lacks internet service. Second, a public body is required to post on its website, at least a week before the meeting, any documents that will be “distributed or discussed” during a meeting and must be uploaded to the entity’s website in an accessible format; documents that cannot be uploaded before the meeting must be uploaded in real time during the meeting. Documents must remain uploaded in perpetuity (or for as long as the meeting minutes are made available). Finally, a public body is required to provide any auxiliary aids or services requested in time for the meeting; a requestor does not need to provide an explanation for the need for auxiliary aids and services. While the bill allows a public body to require that a request for auxiliary aids or services with the use of the video conferencing platform be made up to seven days before the date of the meeting, its unclear if there are similar requirements for in-person attendance. If the public body cannot obtain the auxiliary aids or services required in time for the meeting, they are required to postpone their meeting and are required to document the reason for the additional time required. Any violation of these provisions constitutes discrimination on the basis of disability. This bill is far too broad to be effectively implemented within six months and imposes significant unfunded mandates exceeding the requirements of federal law relating to accommodating disabilities. There is currently no reasonable accommodation or undue burden language included in the bill, as is common in federal law, and the bill has serious implications to the efficiency of public meetings and the timely conduct of public business. No state funding is provided for municipal costs. **Staff recommendation: Oppose.** *Lobbyist: Heather Stauffer*

Policy Statement: *Opposes efforts to expand the liability of public entities and public employees; opposes unfunded state and federal mandates that impose financial burdens on municipalities and their citizens.*

Public Safety: No-kill animal shelters

Representatives Lindsay and Armagost have bi-partisan legislation that will require an animal shelter to notify each animal or other pet shelter in the state before euthanizing a pet animal. This may interfere with existing municipal ordinances and conflict with some aspects of municipal dangerous animal ordinances. Staff recommends amendments to the bill to ensure carve-outs for municipal ordinances that address shelter capacity and dangerous pet concerns. **Staff Recommendation: Oppose unless amended.** *Lobbyist: Jeremy Schupbach*

Policy Statement: *The League supports state enabling legislation that provides municipalities with authority and flexibility to address local needs*

Public Safety: Defined Personnel for Emergency Telephone Services

House Bill 24-1016 defines “emergency communications specialist” as a first responder whose duties involve emergency and nonemergency dispatch services. The bill clarifies that the currently authorized use of the current phone charges and surcharges for training for public safety answering point (PSAP) personnel also includes training for emergency communications specialists, technical support PSAP personnel, and other personnel essential for the provision of emergency telephone services, emergency notification services, and emergency medical dispatch. **Staff Recommendation: Support.** *Lobbyist: Jeremy Schupbach*

Policy Statement: *The League supports increased funding for emergency communications, accounting for the loss of landlines and the increased use of mobile devices, as well as legislation allowing local governments to increase fees for support of emergency communication.*

Taxation: Property Tax Rebates and Incentives

Senate Bill 24-002 provides local governments with the authority to establish a property tax incentive program that directly incentivizes improvements in an “area of specific local concern.” The bill defines “area of specific local concern” to mean a use of real property in a county or municipality that is determined by the local government’s governing board to be diminishing or unavailable based on verifiable data and which use the governing body finds and declares necessary for the preservation of health, safety, or welfare of the residents.

The local government must hold a public meeting that includes public testimony before adopting a resolution or ordinance creating a program. In the case of a county program, the board of county commissioners must allow a municipality located in the county that may be impacted by the program to receive public notice and have an opportunity to testify; municipalities must do the same for the county if implementing a municipal program. Incentive programs must be evaluated on an annual basis and may be renewed for not more than one year.

CML would like the bill amended to include language requiring a process for formal approval by municipalities located within a county’s boundaries prior to the adoption of a county incentive program. **Staff Recommendation: Support if amended.** *Lobbyist: Elizabeth Haskell*

Policy Statement: *The League supports the following: state enabling legislation that provides municipalities with authority and flexibility to address local needs; preservation, revitalization, and redevelopment of existing neighborhoods; and enhancement of municipalities’ flexibility to finance public projects economically and efficiently.*

Taxation: Sales and Use Tax Exemption for College Textbooks

House Bill 24-1018 creates a state sale and use tax exemption effective July 1, 2024, for all sales, storage, use, and consumption of college textbooks. The bill allows a statutory municipality to choose to adopt the exemption by express inclusion in its sales and use tax ordinance or resolution. **Staff Recommendation: Support.** *Lobbyist: Elizabeth Haskell*

Policy Statement: *The League supports retention of authority for all municipalities to set local tax rates and for home rule municipalities to determine their own tax bases.*

Utilities: Utility Relocation in Local Government Right of Way

Colorado Counties Inc. is proposing legislation that codifies current practices in which local governments provide notices regarding road improvement projects that will require the relocation of utilities of investor-owned utility companies. The bill also codifies current practices requiring local governments and utilities to enter agreements to address the relocation, including provisions for the scope of the relocation, a schedule, prompt performance of relocation work performed by the utility. The bill further adds a requirement that utilities pay damages incurred by local governments caused by the delays in the relocation work not resulting from “force majeure.” The most recent draft of the bill clarifies that the provisions of the bill do not apply if a local government and a utility have signed a clearance letter. **Staff Recommendation: Support.** *Lobbyist: Jeremy Schupbach*

Policy Statement: *The League supports increased dialogue and cooperation among federal, state and local officials and the development of cooperative intergovernmental solutions to common problems. The League opposes federal or state restrictions on local control of municipal rights-of-way.*

Water: Warrants for Metro Sewage Disposal Districts

Currently, a metropolitan sewage disposal district (Metro Water Recovery) is required to ensure that wastewater generated by local businesses is properly treated and meets EPA pretreatment standards before it’s discharged. Under current law, the boundaries of a district may exist within multiple municipal and county lines, which makes it challenging for the district to obtain administrative inspection warrants when property owners deny district inspectors entry to a property. HB24-1062 would allow Metropolitan Sewage Disposal Districts to enter and inspect, in a reasonable time and manner, a property for the purpose of investigating program violations. The bill also allows them to seek administrative inspection warrants from the district court or county court if and when businesses discharging to the system prohibit entry for inspection. **Staff Recommendation: Support.** *Lobbyist: Heather Stauffer*

Policy Statement: *CML supports water policies that protect Colorado water resources.*

Information items

Housing: Ban on Parking Minimums

Representative Vigil plans to carry a bill banning parking minimums for jurisdictions within Metropolitan Planning Organizations, potentially based off the “urban center” jurisdictions established in the Transportation Oriented Communities bill. The bill presumes that housing developers are better equipped than local governments to determine how many parking spaces a development needs. CML is concerned with the many potential side effects of this preemption of local control.

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 6:25 pm. Chad Young, Debi Sauer, Jenna Hall, Corina Strickland, Sheryl Ballard and Director Kristi Plumb were in attendance.

The October 2023 minutes were approved. The financial report for October was reviewed and approved as follows:

October beginning balance	\$ 164,063.40	Petty Cash beginning balance	\$ 1,355.01
Inflow	105,106.16		-0-
Outflow	164,972.20		550.00
Ending balance	\$ 104,197.36		\$ 805.01
CO Trust: \$ 7,690,771.43			

Director's Report:

Artist-in-Residence: Parish House Museum Director Billie Delancey shared extensive information about the Elwell area of Johnstown.

Building: Newly installed Tharp cabinets in the kitchen, workroom, and children's workroom. Cracks in the parking lot have been sealed-curbing, seal coating and re-striping remain. Gutters cleaned thoroughly.

Landscaping: Lawn Care Solutions spent two full days trimming shrubs and raking leaves and it all looks great!

Programming: 12 patrons attended the CPR class taught by volunteer Robin Wells. 34 available slots for Christmas Photos filled up in 2.5 hours. Might we consider a pet photo shoot next year? Hays Market donated turkeys for Thanksgiving Bingo that was attended by 50 people. Seven volunteers created a Thanksgiving Feast for approximately 50 people. The new Ukelele programs are well attended. LOTS of holiday programs are scheduled for December.

Makerspace: Glowforge went down and was promptly replaced with a new one-thank you HPLD! Classes are VERY POPULAR-25 patrons attended a cutting board class on Saturday!

Library of Things: Board games and 2 Oculus (virtual reality headset) were added.

New IGA by end of year-Ault is joining in. Eaton bought a Bookmobile and hired an Outreach Librarian.

Meeting was adjourned at 7:50 pm to tour the new cabinetry. Next meeting will be January 16, 2024 at 7 pm.

October statistics:	Johnstown—door count: 7813	circulation: 8186
	Milliken—door count: 430	circulation: 446

Respectfully submitted, Sheryl Ballard - Secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - NOV 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 104,197.36	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 3,355.00	\$ 3,500.00		
	Interest	\$ 175.45	\$ 338,466.06	\$ 75,000.00		
	Misc Income/returned ck.	\$ 20.00	\$ 9,337.21	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 1,135,758.49	\$ 1,243,246.00		
	High Plains Library District	\$ -	\$ 827,921.49	\$ 811,068.00		
INFLOWS TOTAL		\$ 103,981.88	\$ 2,314,838.25	\$ -		
TOTAL AVAILABLE FUNDS		\$ 208,179.24		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ 3,076.00	\$ 18,103.88	\$ 22,000.00		
	Books -176	\$ 2,499.57	\$ 32,463.23	\$ 50,000.00	2297	
	DVD/Audio -54	\$ 1,340.45	\$ 7,948.53	\$ 15,000.00	288	
	Library of Things	\$ 12.97	\$ 2,343.10	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ 3,541.56	\$ 40,000.00		
	MakerSpace	\$ 4,439.72	\$ 8,265.26	\$ 20,000.00		
	Gifts Given	\$ -	\$ 1,831.82	\$ 2,500.00		
	<i>Investments</i>	\$ -	\$ 1,050,000.00	\$ 339,314.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 7,482.11	\$ 46,967.54	\$ 65,000.00		
	Memberships/Licenses	\$ -	\$ 133.88	\$ 2,500.00		
	Milliken Location	\$ 610.08	\$ 7,889.62	\$ 20,000.00		
	Outreach	\$ -	\$ 1,096.86	\$ 10,000.00		
	Professional Enrichment	\$ 387.41	\$ 1,499.05	\$ 5,000.00		
	Programming	\$ 1,385.33	\$ 26,488.86	\$ 190,000.00		
	MakerSpace	\$ 349.37	\$ 5,653.19	\$ 10,000.00		
	Salaries/Benefits/Perks	\$ 1,942.86	\$ 345,271.07	\$ 605,000.00		
	Health Ins./Retirement	\$ -	\$ 49,189.25	\$ 72,000.00		
	Subscriptions, Periodicals	\$ 974.69	\$ 2,586.08	\$ 5,000.00		
	Supplies, Janitorial	\$ 286.09	\$ 1,461.01	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 228.89	\$ 4,864.47	\$ 12,000.00		
	Telephone	\$ 368.39	\$ 5,863.40	\$ 10,000.00		
	Utilities	\$ 3,217.81	\$ 38,081.65	\$ 40,000.00		
	Capital Improvement	\$ 66,353.99	\$ 228,759.28	\$ 600,000.00		
	Transfer to petty cash	\$ 2,000.00	\$ 4,500.00	\$ -		
OUTFLOWS TOTAL		\$ 96,955.73	\$ 1,894,802.59	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 111,223.51				

Item #17.

						Notes
BEGINNING PETTY CASH BALANCE		\$ 805.01				Item #17.
	Transfer from regular checking	\$ 2,000.00				
	Programming	\$ 600.00				
ENDING PETTY CASH BALANCE		\$ 2,205.01				
COLORADO TRUST INVESTMENT			Y-T-D			
BEGINNING BALANCE		\$ 7,690,771.43				
	Dividend -5.5601%	\$ 35,222.07	\$ 336,026.87			
	<i>Contribution</i>	\$ -				
	<i>Withdrawal</i>	\$ -				
ENDING BALANCE		\$ 7,725,993.50				