



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, December 04, 2023 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. Staff Introductions
2. Johnstown Downtown Development Association Annual Presentation

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. November 20 2023 Minutes
4. Water & Sewer Service Agreement – Corbett Glen Filing 3, Amended Plat of Outlot A
5. Ordinance 2023-256: Amending Chapter 4 Revenue and Finance, of the Johnstown Municipal Code
6. Ordinance 2023-261 Vista Commons Re-zoning to MU-RC (Regional Commercial) and R-3 (Residential), Second Reading
7. Ordinance 2023-262 Massey Square Re-zoning to MU-NC (Neighborhood Commercial), Second Reading
8. Resolution 2023-52 - Approval of Blue Sky Prairie Preliminary Subdivision with conditions
9. November 2023 List of Bills

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

PUBLIC HEARING

- [11.](#) Public Hearing - Resolution 2023-43 Approving the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision (SUB)
- [12.](#) Resolution 2023-56: Settler's Crossing Final Subdivision Plat
- [13.](#) Resolution 2023-59: Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1
- [14.](#) Resolution 2023-60: Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2

NEW BUSINESS

- [15.](#) Settler's Crossing Development Agreement
- [16.](#) An Agreement between the Town of Johnstown and J-2 Contracting for the Installation of an Emergency Generator at Johnstown Reservoir
- [17.](#) Discussion: Ballot Measures
- [18.](#) Resolution 2023-57: Adopting and Appropriating the 2024 Budget
- [19.](#) Resolution 2023-58: A Resolution Levying General Property Taxes for the Year 2023, to Help Defray the Cost of Government for the Town of Johnstown, Colorado for the 2024 Budget Year

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

- [20.](#) Informational Items

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.

Johnstown Downtown Development Association

- Annual Presentation 2023

Item #2.



Who We Are – Community That Cares



Board Members

The Johnstown Downtown Development is creating a vibrant, prosperous, distinguished, accessible, and successful network for businesses and residents to connect with one another.

Membership Benefits

- Annual Membership
- Listed on our Website, Social Media Posts quarterly
- Welcome Bags – Distribute Company Information
- Discounted Vendor Booths at Events
- First Opportunity to Sponsor Events
- JDDA Partners with the Town and School District
- JDDA Hosted Workshops – Free or Low Cost for Members
- Ribbon Cutting Offered to New Members



Continued Business Support

We brought back a specialist in Human Resources for Business owners. We are adding in a Tax/Accounting Workshop, Partnership with the Workforce Services of Weld and Larimer County and bringing in a Branding Specialist, as well. We have begun offering Grand Opening Celebrations for new members!



Partnership with the Town

We were happy to partner with the Town this year to bring a Happy Hour Networking with the Mayor, Unveiling of the J at the Fall Fest Event and Tree Lighting at the Johnstown Jingle!



Annual Events



DOWNTOWN FALL FESTIVAL

SEPTEMBER 16 2023

HOSTED BY THE DOWNTOWN DDA

Item #2.

JOHNSTOWN DOWNTOWN local grows here Fall Fest

SATURDAY 1PM - 6PM

FAMILY ACTIVITIES
BEER GARDEN
FOOD TRUCKS
VENDORS
& MUCH MORE!

DOWNTOWN JOHNSTOWN TRICK OR TREAT STREET

SPONSORED BY TDS

HISTORIC DOWNTOWN JOHNSTOWN
SATURDAY | OCT 29TH | 10AM - 12PM



JOIN US FOR OUR ANNUAL **Johnstown JINGLE** December 4 2022 2PM-5PM Downtown Johnstown

Following at 5:30pm Lighting of Christmas Tree!

Cinco DE Mayo Fiesta

Historic Downtown Johnstown

Cinco De Mayo – May 4th 1p-5p

Fall Festival – September 14th 1p-5p

Trick or Treat Street – October 26th 10a-12p

Johnstown Jingle – December 1st 2p-5p
Tree Lighting Ceremony to Follow

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Thank you for Your Support!





Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, November 20, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Mellon called the meeting to order at 7:00 pm and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Molinar
Councilmember Paranto
Councilmember Young
Mayor Mellon

Absent:

Councilmember Dominguez
Councilmember Morris

AGENDA APPROVAL

Councilmember Berg to approve the agenda.

Councilmember Young seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Small Business Saturday Proclamation

Mayor Mellon read the Small Business Saturday Proclamation into the record and Sarah Crosthwaite, Economic Development Manager, accepted on behalf of the local small businesses.

PUBLIC COMMENT

Frank Evbanks spoke to the sober living/recovery home in Mallard Ridge.
Timothy Pate spoke to the sober living/recovery in Mallard Ridge.
Dillon Scroggin spoke to the sober living/recovery in Mallard Ridge.

The below residents emailed in comments regarding the sober living facility in Mallard Ridge:
Annetee Nevitt, Brianne Stinar, Clinton McJenkin, Evelyn Lovato, John Smith, Michael Bankson
Royce Braun, Tara Russell

The Community That Cares

johnstown.colorado.gov

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CONSENT AGENDA

Councilmember Molinar to approve the consent agenda.

Councilmember Paranto seconded and the motion passed.

2. November 6, 2023 Meeting Minutes
3. Ordinance No. 2023-255, an Ordinance Amending Article VII of Chapter 7 of the Johnstown Municipal Code Concerning the Sale or Disposition of Dogs or Cats from a Pet Shop and Concerning Nuisance, Noisy and Vicious Animals
4. Ordinance 2023-257 Annexing 23165 Colorado Boulevard, Second Reading
5. Ordinance 2023-258 to Rezone the Property at 23165 Colorado Boulevard to R-1, Second Reading.
6. Ordinance 2023-259 Annexing 23019 Colorado Boulevard, Second Reading
7. Ordinance 2023-260 to Rezone the Property at 23019 Colorado Boulevard to R-1, Second Reading
8. Resolution 2023-46: Certifying Liens to Larimer and Weld Counties
9. Resolution 2023-55, Supporting the Application for an Energy Impact Grant from the State of Colorado, Department of Local Affairs
10. October 2023 Financials

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, offered to answer any questions and concerns Council had.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

NEW BUSINESS

11. Community Agreement between the Town of Johnstown and Downtown Colorado Inc.

Sarah Crosthwaite, Economic Development Manager, presented this item to Council, noting Downtown Colorado Inc. focuses on supporting and revitalizing downtowns. Johnstown was selected to participate in the 2024 Challenge Program with several communities across the state.

Council asked for clarification on cost to the Town. Ms. Crosthwaite noted as long as membership is maintained there is no cost to the Town, and the Town has been a member since September 2023.

Councilmember Young moved to approve the Community Agreement between the Town of Johnstown and Downtown Colorado Inc.

Councilmember Berg seconded and the motion passed.

12. Discussion: Johnstown and Little Thompson Water District IGA

Mr. LeCerf noted the discussion item, with intent to place this IGA on a future agenda for formal adoption.

13. Resolution 2023-53 Authorizing a Grant From the Town of Johnstown General Fund to the Town of Johnstown Sanitary Sewer Utility Enterprise

Mr. LeCerf presented this resolution, noting it was associated with a number of treatments, including treatment programs due to the consent order from the State. It was noted that acceptance of this grant would cease the the enterprise fund to the end of the fiscal year.

Council expressed gratitude to staff for working on this in order to meet the state requirements.

Councilmember Molinar moved to approve Resolution 2023-53 as presented authorizing a grant in the amount of \$50 million from the General Fund to the Sanitary Sewer Utility Enterprise of the Town of Johnstown.

Councilmember Young seconded and the motion passed.

14. Resolution 2023-54: A Resolution of the Town Council of the Town of Johnstown, Acting By and Through Its Water Utility Enterprise, Declaring Its Official Intent to Reimburse Itself With the Proceeds of the Issuance of Municipal Bonds For Certain Capital Expenditures Undertaken or To Be Undertaken By the Town; Generally Identifying the Capital Expenditures; and Providing Certain Other Matters in Connection Therewith.

Mr. LeCerf noted this resolution would authorize the Town of Johnstown Water Utility Enterprise to be reimbursed with proceeds from the issuance of water revenue municipal bonds for capital expenditures undertaken or to be undertaken within the Water Utility Enterprise.

Councilmember Berg moved to approve Resolution 2023-54 authorizing the Water Utility Enterprise to reimburse itself with proceeds from the issuance of a municipal bond for capital expenditures undertaken within the Water Utility Enterprise.

Councilmember Paranto seconded and the motion passed.

PUBLIC HEARING

15. Resolution 2023-52: Blue Sky Prairie Preliminary Plat SUB23-0008

Mayor Mellon opened the public hearing.

Lilly Cory, Planning Department, presented this item to Council noting the location and approximately 102 acres for development. Ms. Cory noted Outlet GG was excluded, the unique walkways in this subdivision and an enhanced landscape were included in this proposal. Planning and Zoning Commission offered a recommendation for denial, while staff recommends for approval.

Council inquired reasons for the denial recommended. Ms. Cory noted it was due to public comment, concerns of traffic, noise and overall public concern of feeling of location of the development.

Tim Buschar, from View Homes, spoke to Council referencing a February 2023 amendment to the Outline Development Plan. Mike Rocha, Traffic Engineer for SM Tocha, LLC, referenced the traffic impact study that was completed and submitted to town staff for review- where it was found acceptable for approval.

Council asked for clarification on traffic study, and if the expected growth and detours from I-25 were taken into account. The applicant noted was completed in December 2022, which they took out ten years.

Council inquired if the High Plains Intergovernmental Agreement was consulted, as well as the level of service of Highway 60 in twenty years. Level of service were discussed but the High Plains IGA was not taken into account per the applicant.

Council inquired about drainage. Kevin Lovelace, Civic Engineer for the project, spoke to the historic drainage of PA2, noting it would be treated for water quality and intercept that, pipping it to the southeast corner of the property.

The applicant noted the plan includes two pickle bar courts, or multi-use courts. Parking was also noted, referencing the expectation there was expected to be adequate parking.

Mayor Mellon opened the hearing for comment opposed or in favor of this item.

Paula Lemole spoke in opposition of this item.

Debra Garcia spoke in opposition of this item.

Bruce Lapel spoke in opposition of this item.

Mayor Mellon closed the public comment.

Council inquired on any Brunner Ditch impacts from the drainage plan. The Applicant noted the referred ditch and the expectation of not impacting the ditch per the drainage plan. The applicant noted expectations of construction traffic and signage.

Mr. LeCerf spoke to the public right-of-way being reserved, calling out traffic signals, roundabouts and access points. The Town follows that and requires the development community to reserve the right-of-way. It was noted that Council may request an updated traffic impact study be done.

Staff recommended the traffic plan be updated immediately, taking into consideration High Plains Blvd. as the applicant has submitted the first Final Development Plan.

Council asked for clarification on the rights-of-way on north and south side. The applicant noted the north side was 30 feet, 15 feet on the north side. They elected to maintain the 30 foot on the south side, adding in a 15 foot buffer to accommodate the neighbors and the ditch. Mr. Lovelace noted there is a 20-foot raw water easement per request from the Town.

Mayor Mellon closed the public hearing.

Council noted the challenges of code verses current residents' concerns.

Council's concerns were noted:

- The recommendation of denial from Planning and Zoning Commission.
- Citizen concerns have not been addressed in the preliminary plat
- Add specific provisions into a development agreement which would appear with the final plat, to ensure that weed and dust mitigation are properly handled.

Councilmember Berg moved based on the findings and analysis presented at this hearing, I move to approve conditionally Resolution 2023-52 Approving the Blue Sky Prairie, Preliminary Subdivision Plat and Preliminary Development Plat on the following conditions:

- *an updated traffic study submitted prior to final plat,*
- *construction traffic mitigation plan be in effect to not impact other subdivisions, prior to final plat*
- *and have staff work on code enforcement penalties such as weed and dust, prior to final plat as part of the development agreement*

Councilmember Molinar seconded and the motion passed 4-1

NO VOTE: Paranto

16. Second Public Hearing 2024 Budget

Mayor Mellon opened the public hearing.

Devon McCarty, Finance Director, presented the second hearing for the 2024 proposed budget, noting the previous hearing and noted no changes were made to the proposed budget.

Council inquired about property tax income and if a third public hearing would be needed. Ms. McCarty noted the accessors calculated this information and more should be known shortly.

Mayor Mellon opened the hearing for public comment in favor or opposed to this item, to which there was none.

Mayor Mellon closed the public hearing.

17. Ordinance No. 2023-256, to Amend Chapter 4 Revenue and Finance, of the Johnstown Municipal Code

Mayor Mellon opened the public hearing.

Ms. McCarty noted this item amends the existing Chapter 4 of the Municipal Code, in response to Resolution 2023-30, allocating revenues collected from the library and cultural facilities development fee to arts and culture specifically.

Mayor Mellon opened the hearing for comments opposed or in favor of this item.

Pauline Lemole asked for clarification on library funding with this ordinance.

Mayor Mellon closed the public hearing.

Councilmember Young move to approve Ordinance 2023-256 an Ordinance Amending Chapter 4 of the Johnstown Municipal Code Concerning Town Revenue and Finances, on first reading.

Councilmember Paranto seconded and the motion passed.

18. Ordinance 2023-261: Vista Commons Rezone ZON23-0002 to R3 (Residential) and MU-RC (Regional Commercial)

Mayor Mellon opened the public hearing.

Tony LeFevre, Planning Department, noted the location and the proposed zoning. Mr. LeFevre noted the change of zone aligns with the 2021 comprehensive plan with medium to high density/intensity residential. Planning and Zoning Commission recommend approval for this project.

Council asked for the original intent of the zoning, which notes it was the gateway of Johnstown, and if this fits with what the Town is trying to do.

The applicant, Kristin Turner, TD Group, spoke to the two "why's" of the request. There is existing approved zoning, commercial and industrial. The straight zoning means going forward the applicant will be adhering to all rules and requirements related to the newly adopted Land Use Code. The commercial zoning makes sense with the location of the highways, however the industrial does not suit any longer. A change to residential would be a better fit for other area development.

Mayor Mellon opened the hearing for comments opposed or in favor of this item.

Pauline Lemole inquired as to this item being a gateway or an offramp.

Mayor Mellon closed the public hearing.

Councilmember Paranto moved to approve Ordinance No. 2023-261, an ordinance Approving a Change of Zone for Property known as Vista Commons to R3 and MU-RC upon first reading.

Councilmember Berg seconded and the motion passed.

19. Ordinance 2023-262: Approving a Change of Zone for Property known as Massey Square to MU-NC (Neighborhood Commercial)

Mayor Mellon opened the public hearing.

Mr. LeFevre noted this is another change of zone, noting the location, currently zone PUD Commercial, seeking to update to a MU-NC. This change of zone would allow for use of the newly adopted Land Use Code. Planning and Zoning recommend approval.

Mayor Mellon opened the hearing for comments opposed or in favor of this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Berg moved to approve Ordinance No. 2023-262, an ordinance Approving a Change of Zone for Property known as Massey Square to MU-NC upon first reading.

Councilmember Young seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Young noted the library was able to secure SOMETHIGN FUNDS, and increased the work space. The Historical Society is actively marketing the Letford Brick Project.

Councilmember Molinar noted the quarterly meeting of the Housing Authority, with new lease agreement being put into place.

Councilmember Berg noted the Veteran's Memorial work will be conducted shortly; work at the Cemetery for Wreaths Across America will take place in December.

MAYOR'S COMMENTS

The Mayor did not have any comments.

MAYOR'S COMMENTS

20. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Mellon adjourned the November 6, 2023 meeting at 9:59 p.m.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: December 4, 2023

SUBJECT: Water & Sewer Service Agreement – Corbett Glen Filing 3, Amended Plat of Outlot A, with Gillam Development Corporation,

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Tony LeFevre, Planner I

AGENDA ITEM DESCRIPTION:

The Developer has received approval of a Subdivision and Site Development Plan for 3 lots in Corbett Glen Filing 3, Outlot A for residential development.

The annual in-building water demand is estimated at 0.99 acre-feet (AF) and the annual irrigation demand is 0.51 AF for 0.2 acres of landscaping for the combined 3 lots.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	0.99	0.05
Residential Irrigation	0.51	0.43
Total	1.50	0.48

These numbers were provided by the Developer and have been reviewed and accepted by the Town’s contract water engineering firm.

The Developer will dedicate 1.5 acre-feet of raw water for both in-building and irrigation. The raw water will come from the Twin Silos, LLC Water Bank pursuant to a 2019 WSSA between Twin Silos, LLC and the Town. Evidence of the agreement and allocation of this water between the Developer and Twin Silos, LLC is evidenced in Exhibit B.

Water court transfer fees have been paid by the developer.

LEGAL ADVICE:

The agreement was prepared and reviewed by the Town Attorney.

The Community That Cares

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FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Corbett Glen Filing 3, Outlot A 3 Lot Subdivision with Gillam Development Corporation.

Reviewed and Approved for Presentation,



Town Manager

Water and Sewer Service Agreement

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ___ day of _____ 2023, by and between **GILLAM DEVELOPMENT CORPORATION, INC.**, a Colorado corporation (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns an interest in a portion of land located in a portion of the SE1/4 of Section 1, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, known as Corbett Glen Filing 3, Amended Plat of Outlot A and described more particularly in Exhibit “A” (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement between Ronald S. Sloan, Lawrence E. Sloan, Donald S. Sloan, Joanne Sloan, Wanda Lou Krebill, and Anna Belle Lenore Cook, as Owner, and the Town dated September 16, 1996; and

WHEREAS, the Subject Property is being developed as 3 single family lots with a total of 0.20 acre of residential irrigated landscaping (3,000 ft² per lot); and

WHEREAS, Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Subject Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Subject Property dated April 4, 2023. Said analysis was received by the Town, is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated August 16, 2023, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Subject Property is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	0.99	0.05
Residential Irrigation	0.51	0.43
Total	1.50	0.48

2. **Water Rights Dedication.** Developer will dedicate 1.5 acre-feet of raw water pursuant to an agreement between Developer and Twin Silos, LLC, a Colorado limited liability company ("Twin Silos"), wherein Twin Silos agreed to transfer 0.135 acre-feet of surplus raw water credit set forth in that certain Water and Sewer Service Agreement ("WSSA") executed between Twin Silos and the Town on or about February 28, 2019, to Developer. Evidence of said agreement is attached as Exhibit "B".

3. **Surplus dedication credit.** None.

4. **Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 0.99 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service and 0.51 acre-feet for residential irrigation, as described above.

5. **Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. **Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of Four Hundred and Fifty dollars (\$450.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 1.5 acre-feet per year of estimated water demand and estimated consumptive use of 0.48 acre-feet per year (3 SFE) for the Subject Property. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional water court transfer fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Ordinance and this Agreement.

7. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email or the receiving party acknowledge receipt thereof. All notices shall be addressed as follows:

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TO DEVELOPER:

Gillam Development Corporation, Inc.
Attn: Bruce W. Gillam
100 Rolling Hills Ranch Dr.
Johnstown, CO 80534
Email: rhrfor97@aol.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534
Email: hhill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec St., Suite 3401
Denver, CO 80264
Email: peterampe@hillandrobbsins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.

10. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable

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expert witness fees.

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

14. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. Choice of laws and venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

17. 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.

18. Recordation. This Agreement will be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, shall run with the Subject Property, will be binding upon the Parties hereto and the permitted successors and assigns of the Developer and will constitute notice of this Agreement to all persons or entities not parties hereto.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow.



GILLAM DEVELOPMENT CORPORATION, INC.

By Bruce W. Gillam
Bruce W. Gillam, President

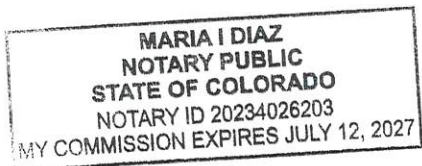
ATTEST:

Secretary

STATE OF COLORADO)
) ss
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 03 day of November, 2023 by Bruce W. Gillam, President of Gillam Development Corporation, Inc.

Witness my hand and official seal.



Maria I Diaz
Notary Public
Maria I. Diaz
117 4th St. Greeley CO. 80637
Address

Telephone

My Commission Expires: July 12, 2027

15
[Handwritten signature]

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

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[Handwritten signature]

EXHIBIT A

LEGAL DESCRIPTION

Outlot A of Corbett Glen Filing 3 according to the final Plat as recorded September 21, 2006 as Document Number 3421288 in the Weld County Clerks Records, all situated in a portion of the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, Weld County, Colorado.

87 *[Handwritten Signature]*

**EXHIBIT B
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT**

Twin Silos, LLC, a Colorado limited liability company, hereby acknowledges and agrees that the Town of Johnstown may transfer and allocate 1.5 acre-feet of surplus raw water credit set forth in that certain Water and Sewer Service Agreement ("WSSA") executed between Twin Silos and the Town on or about February 28, 2019 to Gillam Development Corporation, Inc. for use at the property known as Corbett Glen Filing 3, Amended Plat of Outlot A.

The undersigned certifies that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Twin Silos, Inc.

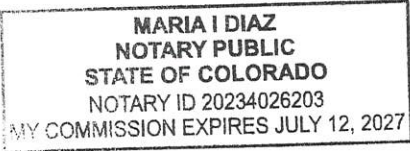
Twin Silos, LLC

By: *Graham Eldon Dawitt*
Name: Graham Dawitt
Title: Managing Member

STATE OF COLORADO)
) ss
COUNTY OF weld)

SUBSCRIBED AND SWORN to before me this 03 day of November, 2023 by
Graham Eldon Dawitt Managing Member of Twin Silos, LLC.

Witness my hand and official seal.
Maria I Diaz
Notary Public



My Commission Expires: July 12, 2027

Graham Dawitt



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 4, 2023

SUBJECT: Public Hearing and First Reading of Ordinance No. 2023-256, to Amend Chapter 4 Revenue and Finance, of the Johnstown Municipal Code

ACTION PROPOSED: Consider Ordinance No. 2023-256

ATTACHMENTS: 1. Ordinance No. 2023-256

PRESENTED BY: Devon McCarty, Finance Director

Agenda Item Description:

A public hearing and approval on first reading was completed on November 20, 2023

Ordinance No. 2023-256 amends the existing Chapter 4 Revenue and Finance, Article III, of the Johnstown Municipal Code in response to the adoption of Resolution 2023-30: Allocating revenues collected from the Library and Cultural Facilities Development Fee between library and cultural purposes, which was approved August 7, 2023. The approved resolution requires 40% of the Library and Cultural Facilities Development Fees collected. This ordinance establishes a special fund known as the Arts and Culture Fund and outlines the use of the funds for cultural purposes including acquiring, exhibiting, and maintaining public art; art exhibitions; arts education; history and cultural heritage; design, architecture, and landscape; cultural events, projects, and programs in the community. This Ordinance creates a special revenue fund called Arts and Culture Fund to track associated revenues and expenditures.

LEGAL ADVICE:

The Town Attorney reviewed the ordinance.

FINANCIAL ADVICE :

The Arts and Culture fund will provide an extra level of accountability and transparency.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

RECOMMENDED ACTION: Approve Ordinance 2023-256 on second reading.

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

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**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-256**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE JOHNSTOWN
MUNICIPAL CODE CONCERNING CREATION OF AN ARTS AND
CULTURAL FUND**

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, Chapter 4 of the Johnstown Municipal Code contains regulations addressing Town revenue and finances; and

WHEREAS, based upon the recommendation of the Town Manager and Town Finance Director, Town Council desires to amend Chapter 4 to create an Arts and Cultural Fund; and

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

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

Section 1. Article III of Chapter 4 of the Johnstown Municipal Code shall be amended to renumber Section 4-43 to Section 4-44.

Section 2. Article III of Chapter 4 of the Johnstown Municipal Code shall be amended to include Section 4-43 – Arts and Cultural Fund, which shall read as follows:

Sec. 4-43. Arts and Cultural Fund.

- (1) There is hereby created a special fund, to be known as the Arts and Cultural Fund.
- (2) Revenue shall be provided to the Arts and Cultural Fund from 40% of the Library and Cultural Facilities Development Fee collected by the Town.
- (3) Except as otherwise restricted, funds shall be expended for arts and cultural purposes.

Section 3. Revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Repeal. Existing or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Publication; Effective Date; Recording. 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 20 day of November, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Troy D. Mellon
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 _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	December 4, 2023
SUBJECT:	Second Reading of Ordinance 2023-261 Approving a Change of Zone for Property known as Vista Commons to R-3 (Residential) and MU-RC (Regional Commercial)
ACTION PROPOSED:	Consider Second Reading of Ordinance 2023-261 Approving Change of Zone for Vista Commons
ATTACHMENTS:	1. Ordinance 2023-261
PRESENTED BY:	Tony LeFevre, Planner I

AGENDA ITEM DESCRIPTION:

A public hearing and approval on first reading was completed on November 20, 2023.

The Applicant, I-25 Johnstown Developers, LLC, has requested a change of zone (rezoning) to the R3 (residential) and MU-RC (Regional Commercial) Zone Districts to clarify the intent to develop this property as a Mixed-Use development with commercial and mixed density residential areas. Current zoning on the property is PUD-MU (Commercial & Industrial) as set forth in the 2000 Annexation agreements for the property then known as Pratt Technology Campus.

The property is located along a main activity corridor for the town and has expectations of medium to high intensity and development. This change of zone allows the Town and Applicant to work off of the updated TOJ Land Use code implemented in May 2023. The change from Industrial (PUD-MU) to Residential (R-3) for the northeastern portion of the land aligns the zoning more with offsetting land uses that are predominantly detached, single-family homes.

The Planning & Zoning Commission held a public hearing on November 1, 2023. Public comment was received concerning noise, traffic and fast development of the general area, though there were no specific questions concerning the zoning of the land. The Commission voted unanimously to recommend approval of the Vista Commons Change of Zone to the Town Council, with the findings that are contained in the PZC staff report.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

LEGAL ADVICE:

Ordinance 2023-261 was drafted by the Town Attorney in consultation with Staff.

FINANCIAL ADVICE:

None.

RECOMMENDED ACTION:

Approve Ordinance 2023-261 on second reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-261**

APPROVING A CHANGE OF ZONE FOR THE PROPERTY KNOWN AS VISTA COMMONS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 147.386 ACRES, TO REGIONAL COMMERCIAL, MU-RC (74.252 ACRES), AND HIGH DENSITY NEIGHBORHOOD, R-3 (73.134 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, I-25 Johnstown Partners, LLC, a Colorado limited liability company (“Owner”), applied to rezone the property known as Vista Commons, located in the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 147.386 acres, and known as Vista Commons, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”), from Planned Unit Development – Mixed-Use (PUD-MU) to Regional Commercial (MU-RC) for Parcel I of the Property and High Density Residential (R-3) for Parcel II of the Property; and

WHEREAS, the Owner requests a change of zone the Property to MU-RC and R-3 because the proposed development of the Property is anticipated to include commercial and residential uses; and

WHEREAS, on November 1, 2023, the Town’s Planning and Zoning Commission held a public hearing and recommended approval of MU-RC for Parcel I of the Property and R-3 zoning for Parcel II of the Property; and

WHEREAS, on November 20, 2023, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested rezoning of the Property to MU-RC and R-3 conforms to the *Johnstown Area Comprehensive Plan* and Section 17-2-3 of the Town of Johnstown Land Use and Development Code and should be approved.

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

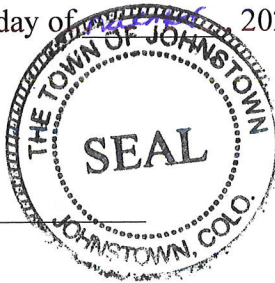
1. Zoning of the Property known as Vista Commons and more particularly described on the attached Exhibit A shall hereby and hereinafter be designated as MU-RC for Parcel I of the Property and R-3 for Parcel II of the Property.

- 2. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter.
- 3. Upon its effective date, the Town Clerk is hereby directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 2 day of April, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Troy D. Mellon
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 _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

EXHIBIT A**PROPERTY DESCRIPTION**PARCEL I (R-3):

The Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6 th P.M., Weld County, Colorado, EXCEPT the following described portions:

1.) That portion deeded to Weld County by Deed recorded April 8, 1933 in Book 945 at Page 266 described as follows:

All of the North 16 ½ feet of the South 46 ½ feet of the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., Weld County, Colorado.

2.) That portion deeded to Weld County by Deed recorded October 1, 1941 in Book 1084 at Page 305 described as follows:

A tract or parcel of land for Highway Right of Way, in the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., Weld County, Colorado, and said tract of land or parcel being more particularly described as follows:

Beginning at the Southwest corner of said Section 2, Township 4 North, Range 68 West;
 Thence North 00° 12 ½' West, a distance of 2,639.7 feet;
 Thence North 89° 32 ½' East, a distance of 43.1 feet;
 Thence Southerly, on a curve to the right, whose radius is 5,780.00 feet (the chord of which bears South 01° 36 ½' East a distance of 283.00 feet), for a distance of 283.00 feet;
 Thence 50 feet Easterly of, normally distant from and parallel with the centerline of project, South 00° 12 ½' East, a distance of 2,357.4 feet;
 Thence North 89°42 ½' West, a distance of 50.0 feet, more or less, to the Point of Beginning.

3.) That portion deeded to the Department of Highways, State of Colorado by Deed recorded May 10, 1957 in Book 1477 at Page 386 being described as follows:

A tract or parcel of Land, No. 1 of Grantee's Project S 0053 (1) in the South half of the Southwest Quarter of Section 2, Township 4 North, Range 68 West; said tract or parcel being more particularly described as follows:

Beginning at a point on the existing East right of way of U.S. Highway No. 87 from which point the Southwest corner of Section 2, Township 4 North, Range 68 West of the 6th P.M., bears South 20°42'30" West a distance of 139.9 feet;

- 1.) Thence South 45°27'30" East, a distance of 70.4 feet;
- 2.) Thence North 89°18'30" East, a distance of 2339.1 feet;
- 3.) Thence along the arc of a curve to the right, having a radius of 5,780.0 feet, a distance of 124.4 feet;
- 4.) Thence South 89~27'30" East, a distance of 84.1 feet to a point on the East line of the Southwest Quarter of Section 2;
- 5.) Thence along the East line of the Southwest Quarter of Section 2, South 00°05'30" West, a distance of 91.2 feet to the Southwest corner of the Southwest Quarter of Section 2;

- 6.) Thence along the South line of the Southwest Quarter of Section 2, South 89°36'30" West, a distance of 2647.1 feet to the Southwest corner of Section 2;
- 7.) Thence along the West line of the Southwest Quarter of Section 2, North 00°13'30" West, a distance of 130.3 feet;
- 8.) Thence North 89°18'30" East, a distance of 50.0 feet, more or less, to the Point of Beginning.

4.) That portion deeded to the Department of Highways, State of Colorado, by Deed recorded November 7, 1960 in Book 1570 at Page 618 described as follows:

A tract or parcel of Land, No. 20 of Grantee's Project No. I 25-3 (16) 251, in the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., in Weld County, Colorado said tract or parcel being more particularly defined as follows:

Beginning at a point on the South line of Section 2, Township 4 North, Range 68 West; from which the Southwest corner of Section 2 bears North 89°43'30" West, a distance of 880.0 feet;

- 1.) Thence North 89°43'30" West, along the South line of Section 2, a distance of 880.0 feet to the Southwest corner of Section 2;
- 2.) Thence North 0°13'30" West, along the South line of Section 2, a distance of 1,038.1 feet;
- 3.) Thence North 89°46'30" East, a distance of 50.0 feet;
- 4.) Thence South 14°08'30" East, a distance of 956.3 feet;
- 5.) Thence South 82°40'30" East, a distance of 605.2 feet to the North right of way of a County Road;
- 6.) Thence South 0°13'30" East, a distance of 38.00 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM the following described property:

Part of the Southwest ¼ of Section 2, Township 4 North, Range 68 West of the 6th P.M., Weld County, Colorado, described as follows:

Commencing at the South ¼ corner of said Section 2 from whence the center ¼ corner of said Section 2 bears North 00°02'49" West, 2651.92 feet; Thence North 00°02'49" West, 94.33 feet along the East line of the said SW ¼, to its intersection with the North right of way line of State Highway No. 60, the Point of Beginning; Thence Westerly and Northwesterly along the North and Northeasterly right of way line of said State Highway No.60, as follows:

North 89°25'51" West, 85.37 feet, along the arc of a 5780.0 foot radius curve to the left, 124.42 feet (chord bears South 89°57'09" West, 124.42 feet); South 89°20'09" West, 2012.53 feet; North 82°19'35" West, 146.88 feet and North 14°07'02" West, 955.37 feet; Thence departing from said right of way line North 89°20'09" East, 1897.03 feet; Thence North 00°02'49" West, 1603.78 feet parallel with the East line of said SW ¼ to a point on the North line of the said SW ¼; Thence North 89°19'34" East, 703.13 feet along the North line of the said SW ¼ to the NE corner of the said SW¼ (the center ¼ corner of said Section 2); Thence South 00°02'49" East, 2557.59 feet along the East line of the said SW ¼ to the Point of Beginning.

FURTHER EXCEPTING THEREFROM any portion that may lie within the above as to parcel shown in deed to the Colorado Department of Transportation recorded November 19, 2021 at Reception No. 4778141.

PARCEL II (MU-RC):

Part of the Southwest $\frac{1}{4}$ of Section 2, Township 4 North, Range 68 West of the 6th P.M., Weld County, Colorado, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 2 from whence the center $\frac{1}{4}$ corner of said Section 2 bears North $00^{\circ}02'49''$ West, 2651.92 feet; Thence North $00^{\circ}02'49''$ West, 94.33 feet along the East line of the said SW $\frac{1}{4}$, to its intersection with the North right of way line of State Highway No. 60, the Point of Beginning;

Thence Westerly and Northwesterly along the North and Northeasterly right of way line of said State Highway 60, as follows: North $89^{\circ}25'51''$ West, 85.37 feet, along the arc of a 5780.00 foot radius curve to the left, 124.42 feet (chord bears South $89^{\circ}57'09''$ West 124.42 feet); South $89^{\circ}20'09''$ West, 2012.53 feet; North $82^{\circ}19'35''$ West, 146.88 feet and North $14^{\circ}07'02''$ West, 955.37 feet; Thence departing from said right of way line North $89^{\circ}20'09''$ East, 1987.03 feet; Thence North $00^{\circ}02'49''$ West, 1603.78 feet parallel with the East line of said SW $\frac{1}{4}$ to a point on the North line of said SW $\frac{1}{4}$; Thence North $89^{\circ}19'34''$ East, 703.13 feet along the North line of the said SW $\frac{1}{4}$, to the NE corner of the said SW $\frac{1}{4}$ (the center $\frac{1}{4}$ corner of said Section 2); Thence South $00^{\circ}02'49''$ East, 2557.59 feet along the East line of said SW $\frac{1}{4}$ to the Point of Beginning,

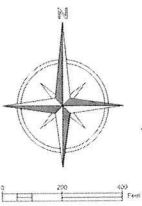
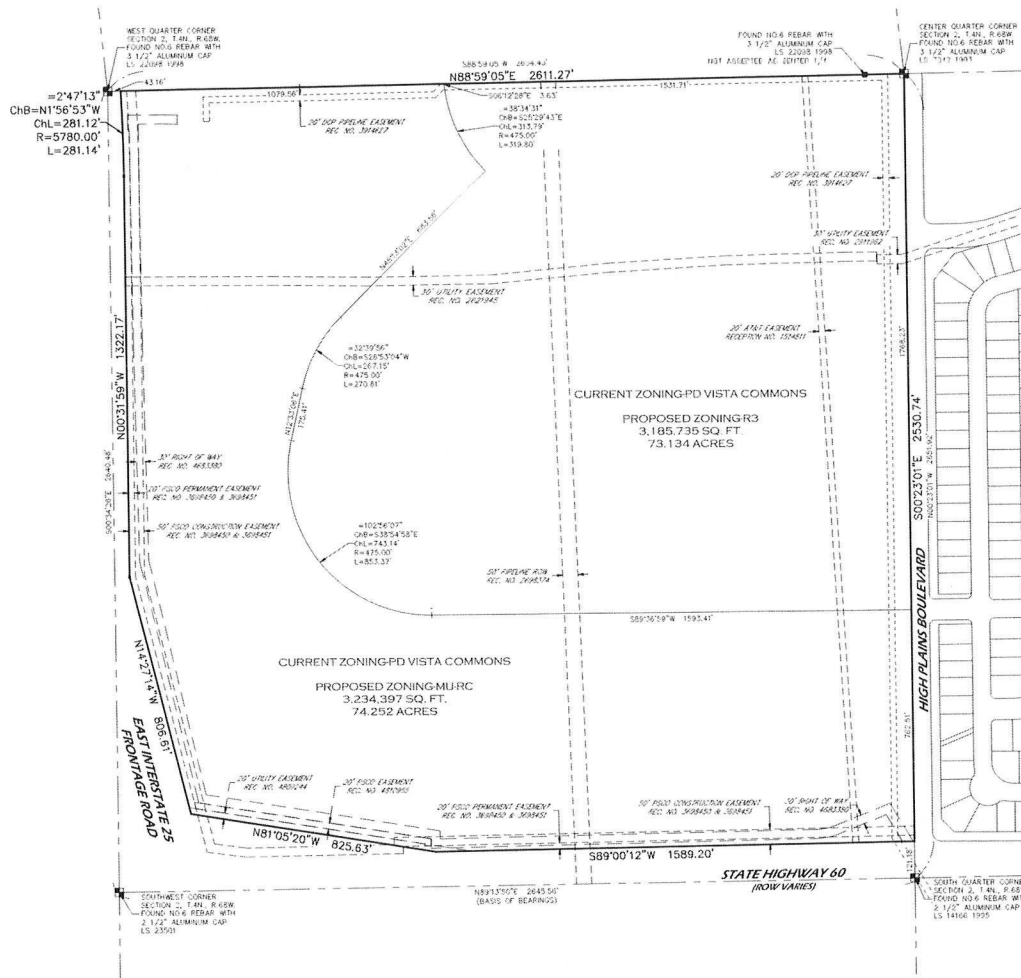
EXCEPTING THEREFROM that parcel of land conveyed in Deed from Pratt Management Company, LLC to State of Colorado, Department of Transportation of the City and County of Denver recorded April 9, 2001 as Reception No. 2838884.

FURTHER EXCEPTING THEREFROM any portion that may lie within the above as to parcel shown in deed to the Colorado Department of Transportation recorded November 19, 2021 at Reception No. 4778141.

All in the County of Weld,
State of Colorado

Said parcel contains 6,420,131 Square Feet or 147.386 Acres more or less by this survey.

ZONING MAP



NOTICE
 According to Colorado law you must commence any legal action based upon any defect in this survey within three years after your first discovery of such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-60-105 C.R.S. 2012)



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	December 4, 2023
SUBJECT:	Second Reading of Ordinance 2023-262 Approving a Change of Zone for Property known as Massey Square to MU-NC (Neighborhood Commercial)
ACTION PROPOSED:	Consider Second Reading of Ordinance 2023-262 Approving Change of Zone for Massey Square
ATTACHMENTS:	1. Ordinance 2023-262
PRESENTED BY:	Tony LeFevre, Planner I

AGENDA ITEM DESCRIPTION:

A public hearing and approval on first reading was completed on November 20, 2023.

The Applicant, Massey Farms, LLLP, has requested a change of zone (rezoning) to MU-NC (Neighborhood Commercial) Zone to clarify the intent to develop this property as small scale commercial to support surrounding neighborhoods. Current zoning on the property is Planned Unit Development – B(PUD-B), with a Commercial/Office designation which was put in place with 2006 Massey Farms 141 Annexation ODP.

This property will be integrated into the overall development for Johnstown Village and will give needed commercial and retail support the surrounding residential activity. This change of zone allows the Town and Applicant to work off of the updated TOJ Land Use code implemented in May 2023.

The Planning & Zoning Commission held a public hearing on November 1, 2023. Public comment was only about future development of the property, which was not known at the time. No other public comment was received. The Commission voted unanimously to recommend approval of the Massey Square Change of Zone to the Town Council, with the findings that are contained in the PZC staff report.

The Community That Cares

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LEGAL ADVICE:

Ordinance 2023-262 was drafted by the Town Attorney in consultation with Staff.

FINANCIAL ADVICE:

None.

RECOMMENDED ACTION:

Approve Ordinance 2023-262 on second reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-262**

APPROVING A CHANGE OF ZONE FOR THE PROPERTY KNOWN AS MASSEY SQUARE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 21.1 ACRES, TO NEIGHBORHOOD COMMERCIAL (MU-NC)

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, Massey Farms, LLLP, a Colorado limited liability limited partnership, the property owner (“Owner”), applied to rezone the property known as Massey Square, located in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 21.1 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”), from Planned Unit Development – Mixed-Use (PUD-MU) to Neighborhood Commercial (MU-NC); and

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

WHEREAS, on November 1, 2023, the Town’s Planning and Zoning Commission held a public hearing and recommended approval of MU-NC zoning for the Property; and

WHEREAS, on November 20, 2023, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested rezoning of the Property to MU-NC conforms to the *Johnstown Area Comprehensive Plan* and Section 17-2-3 of the Town of Johnstown Land Use and Development Code and should be approved.

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

1. Zoning of the Property known as Massey Square and more particularly described on the attached Exhibit A shall hereby and hereinafter be designated as MU-NC.
2. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter.

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 2nd day of November, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



By: Troy D. Mellon
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 _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

EXHIBIT A**PROPERTY DESCRIPTION**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHWEST CORNER BY A FOUND 2" ALUMINUM CAP STAMPED "A.M. HASKELL 1996 PLS 23500" AND AT THE NORTH QUARTER CORNER BY A FOUND 2-1/2" ALUMINUM CAP STAMPED "PETER A. BRYAN 1993 PLS 20673". SAID LINE BEARS NORTH 86°25'53" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER;

THENCE SOUTH 45°33'40" WEST A DISTANCE OF 91.69 FEET TO A POINT 60.00 FEET SOUTH, WHEN MEASURED AT RIGHT ANGLES, OF SAID NORTH LINE OF THE NORTHWEST QUARTER;

THENCE ALONG A LINE 60.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTH LINE SOUTH 86°25'53" EAST A DISTANCE OF 1302.65 FEET;

THENCE DEPARTING SAID PARALLEL LINE SOUTH 00°10'17"

WEST A DISTANCE OF 648.62 FEET; THENCE NORTH

89°49'43" WEST A DISTANCE OF 1327.91 FEET TO A POINT

OF CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°24'40", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.82 FEET, A CHORD BEARING OF NORTH 45°07'23" WEST, AND A CHORD LENGTH OF 42.21 FEET TO A POINT 65.00 FEET EAST, WHEN MEASURED AT RIGHT ANGLES, OF THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG A LINE 65.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE NORTH 00°25'03" WEST A DISTANCE OF 696.15 FEET TO THE POINT OF BEGINNING;

CONTAINING 890,731 SQUARE FEET, OR 20.45 ACRES, MORE OR LESS.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: December 4, 2023

SUBJECT: Resolution 2023-52: Amended Resolution Approving the Preliminary Subdivision Plat and Development Plan for Blue Sky Prairie

ATTACHMENTS: 1. Resolution 2023-52

PRESENTED BY: Lilly Cory, Planner I

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Resolution 2023-52. The resolution is part of an application by the developer COLA, LLC/View Homes who requested consideration of a Preliminary Subdivision Plat and Preliminary Development Plan for a single-family residential project to be marketed as ‘Blue Sky Prairie’ on November 20, 2023. Council passed a motion of approval with conditions after the public hearing was closed.

Resolution 2023-52 details the conditions that must be met to receive approval for the Preliminary Plat, which includes an updated traffic study, a traffic mitigation plan for construction, and dust and weed mitigation.

LEGAL ADVICE:

The Town Attorney prepared the Resolution.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve Resolution 2023-52. Approving the Conditions of Blue Sky Prairie Preliminary Subdivision Plat and Development Plan

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-52**

APPROVING THE PRELIMINARY PLAT AND PRELIMINARY DEVELOPMENT PLAN FOR BLUE SKY PRAIRIE, A SUBDIVISION LOCATED AT LOT B, RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993, AT RECEPTION NO. 2335286, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003, AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021, UNDER RECEPTION NO. 4738022, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 121.160 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, COLA, LLC, a Colorado limited liability company (“Developer”), on behalf of the property owner, High Plains Estates JV, LLC, a Delaware limited liability company, submitted an application to the Town for approval of a Preliminary Plat and Preliminary Development Plan for Blue Sky Prairie, a subdivision located at Lot B, Recorded Exemption No. 1061-2-1-RE 1488, Recorded June 2, 1993, at Reception No. 2335286, being a part of the East Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., and the West Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., less that portion contained in that Deed Recorded August 11, 2003, at Reception No. 3094025, and except that portion conveyed to the Town of Johnstown in Deed Recorded July 22, 2021, under Reception No. 4738022, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 121.16 acres; and

WHEREAS, on November 1, 2023, the Planning and Zoning Commission held a public hearing, reviewed the request, considered evidence presented at the hearing and recommended that the Town Council deny the Preliminary Plat and Preliminary Development Plan for the Blue Sky Prairie subdivision; and

WHEREAS, on November 20, 2023, the Town Council held a public hearing concerning the Preliminary Plat and Preliminary Development Plan for the Blue Sky Prairie subdivision and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Plat and Preliminary Development Plan for the Blue Sky Prairie subdivision is consistent with the Town’s Comprehensive Plan and the Outline Development Plan approved for the subject property 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 Plat and Preliminary Development Plan for the Blue Sky Prairie subdivision, subject to conditions.

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

Section 1. Preliminary Plat Approval: The Preliminary Plat for the Blue Sky Prairie, a subdivision located at Lot B, Recorded Exemption No. 1061-2-1-RE 1488, Recorded June 2, 1993, at Reception No. 2335286, being a part of the East Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., and the West Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., less that portion contained in that Deed Recorded August 11, 2003, at Reception No. 3094025, and except that portion conveyed to the Town of Johnstown in Deed Recorded July 22, 2021, under Reception No. 4738022, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 121.16 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved, subject to the following conditions:

- A. At least thirty (30) days prior to the public hearing for the first final plat for the Blue Sky Prairie subdivision, Developer shall submit an updated traffic study to the Town for the Town Council’s consideration at such public hearing;
- B. At least thirty (30) days prior to the public hearing for the first final plat for the Blue Sky Prairie subdivision, Developer shall submit a traffic mitigation plan concerning the traffic generated during construction of the development for the Town Council’s consideration at such public hearing. The agreed-upon traffic mitigation plan shall be included in the Subdivision Development and Improvement Agreement(s) for the Blue Sky Prairie subdivision; and
- C. Developer shall provide appropriate dust and weed mitigation measures during construction and obligations related thereto shall be included in the Subdivision Development and Improvement Agreement(s) for the Blue Sky Prairie subdivision.

Section 2. Preliminary Development Plan Approval: The Preliminary Development Plan for the Blue Sky Prairie subdivision, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat for the Blue Sky Prairie subdivision and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

Town of Johnstown
List of Bills - October 26, 2023 - November 20, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
AC/DC Electric	Building maintenance	ALL	2,382.32
Ad Light Group	Wayfinding signs	ADM	71,980.49
Adamson Police Products	Supplies	PD	1,039.31
All Copy Products, Inc	Copier supplies	ADM/PD	211.30
Aqua Engineering	Low Point expansion project	PW	172,418.55
Baessler Townhomes LLC	Refund fees	ADM	21,978.00
Baudville	Supplies	ADM	1,004.01
Benesch	Professional Services	PW	12,230.00
Blackhawk Equipment	Equipment maintenance	PW	785.25
Bonnie Keller-Bellin	Refund fees	ADM	50.00
Browns Hill Engineering & Controls	SCADA	PW	5,993.28
Business Equipment Service	Equipment maintenance	ADM	876.00
Card Services	Training/travel/supplies	ALL	19,590.13
Centerra Commercial, LLC	Refund deposit	ADM	297.50
Central Weld County Water District	Interconnects	PW	4,043.20
CenturyLink	Phone/internet	PW	745.46
Cintas	Mat supplies/service	ALL	242.01
Civil Resources	Raw water line	PW	19,750.25
CMC Tire	Supplies	PW	1,980.08
Colo. Dept. Of Public Health & Env.	Annual testing	PW	173.69
Colorado Analytical Labs	Lab testing	PW	1,329.00
Colorado Greenbelt Management	Landscaping services	PW	1,375.00
Colorado Municipal League	Dues	ADM	11,184.00
Colorado Paving Inc	Charlotte Steet project	PW	177,957.19
Connell Resources, Inc.	North Interceptor project	PW	538,904.12
Consolidated Hillsborough Ditch Co	Water legal	PW	954.53
Consolidated Home Supply Ditch & Core & Main	Water legal	PW	2,659.50
	Hydrant meters	PW	668.64
D2C Architects	PD design	PD	53,509.77
DBC Irrigation Supply	Equipment maintenance	PW	16,689.13
DES Pipeline Maintenance, LLC	Equipment maintenance	PW	562.50
Desotec US LLC	Chemicals	PW	18,513.44
Dick and Kathi Crooks	Propane	ADM	748.25
DPC Industries Inc	Chemicals	PW	25,659.18
Elite Printing Group, LLC	Supplies	ADM	321.00
Employee Reimbursement	Training	PD	59.58
Ergomed	Employment screening	ADM	165.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	16,572.50
Firestone Complete Auto Care	Vehicle repairs	PD	1,343.77
Glass Doctor of Greeley	Equipment maintenance	PW	1,825.00
Glenn A. Jones Library	Library support	ADM	103,786.43
Goble Sampson Associates Inc	Equipment maintenance	PW	27,945.00
Grainger, Inc.	Supplies	PW	2,046.81

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Ground Engineering Consultants, Inc.	Central expansion project	PW	11,362.50
Hach Company	Lab supplies	PW	438.53
Herc Rentals	Equipment rental	PW	495.00
Hydrant Meter Deposit Refund	Hydrant meter deposit refunds	PW	3,250.00
I&C Design	Equipment maintenance	PW	1,480.00
IMEG Corp	Billback - Engineering services	ADM	50,380.98
Infosend, Inc.	Utility bill printing/newsletter	ADM	17,492.85
Insight North America LLC	Investment services	ADM	2,846.45
Intellichoice, Inc	Eforce software	ADM	14,122.22
J&D Creations	Uniforms	PW	697.93
J&T Consulting, Inc.	Pump station	PW	14,263.20
Johnstown Breeze	Billback - Publications	ADM	458.58
Johnstown Historical Society, Ltd	Meteorite Centennial reimbursement	ADM	23,365.91
Jones Excavating & Plumbing	Equipment maintenance	PW	200.00
J-U-B Engineers, Inc.	SH60 waterline	PW	6,799.81
JWO Engineering	Carlson SH60 signal	PW	6,112.00
Kinsco, LLC	Uniforms	PD	142.98
L G Everist Inc	Supplies	PW	1,426.08
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	30,024.45
Law Enforcement Systems	Supplies	PD	57.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	10,188.50
Law Office of Avi Rocklin LLC	Legal services	ADM	8,580.00
Lazar, Michael	Municipal Court Judge	ADM	2,250.00
LGI Homes	Reimburse fees	ADM	51,282.00
Loveland Barricade LLC	Safety supplies	PW	740.00
L-Tron Corporation	Equipment maintenance	PD	11,841.00
Mac Equipment, Inc	Supplies	PW	522.84
Mile High Elevator LLC	Elevator maintenance	PW	210.00
Milliken Johnstown Electric	Equipment maintenance	PW	1,462.50
Moltz Construction Inc.	Central expansion project	PW	1,104,993.63
Morton Electric	Carlson SH60 signal	PW	14,956.30
Nalco Company LLC	Chemicals	PW	6,770.41
Napa Auto Parts, Inc	Supplies	PW/PD	238.04
NOCO Humane	Contract billing	PD	2,485.00
O'Brien's Lift Service, LLC	Equipment maintenance	PW	275.00
Office Depot Business Credit	Supplies	ADM	1,011.90
Ohlson Lavoie Corporation	Pool feasibility study	PW	10,433.88
Parkland USA Corp	Fuel	PW	5,801.50
Patriot Petroleum Solutions LLC	Equipment maintenance	PW	5,803.57
Paul's Plumbing & Heating	Equipment maintenance	PW	14,329.80
Pitney Bowes Bank Inc Purchase Power	Supplies	ADM	1,167.40
Pro Ag Appraisal	Professional services	PW	1,250.00
Quality of Life & Safety Designs LLC	Fire safety	ADM	25.00
Ramey Environmental Compliance Inc.	Equipment maintenance	PW	1,757.40
RD3	YMCA repairs	PW	5,687.50
Rocky Mountain Turf, LLC	Building maintenance	PW	370.15

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
SAFEBuilt LLC Lockbox # 88135	Inspection services	PW	25,000.00
Sam's Club MC/SYNCB	Supplies	ALL	281.14
Sanderson Stewart	Colorado Boulevard project	PW	16,409.50
SG Window Tint	Building maintenance	ADM	3,684.50
Shred Vault Colorado	Shredding	ADM	95.00
Simon Construction	Pavement maintenance	PW	100,748.78
SpeakWrite	Interpreter services	PD	386.19
Striglos	Computer equipment	ADM	1,905.00
TDS	Phone/internet	ALL	69.95
Terminix	Building maintenance	PW	122.00
The Tree Guys LLC	Tree services	PW	475.00
TimberLAN	IT services	ALL	6,471.00
T-Mobile	Cell phones	PD	33.15
TruGreen Chemlawn	Chemicals	PW	440.00
United Power, Inc	Utilities	ALL	59.42
USA Bluebook	Supplies	PW	8,561.89
Utility Notification Center of Colorado	Locates	PW	825.60
Utility Refund	Utility refunds	ADM	1,599.88
Verizon Wireless	Phone/internet	ALL	4,329.58
Waste Connections of Colorado Inc.	Trash services	PW	1,560.16
Weld County Dept of Public	Lab services	PW	596.50
Wickham Tractor Co.	Equipment maintenance	PW	6,622.76
Xcel Energy	Utilities	ALL	72,848.37
			<u>3,047,045.08</u>



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: December 4, 2023

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):

- 12/04/2023 – Regular Council Meeting
- 12/11/2023 – Work Session - Broadband
- 12/18/2023 – Regular Council Meeting
- 01/03/2024 – Regular Council Meeting (Wednesday due to holiday)

Administration, Finance, Planning, & Human Resources

- *Municipal Court* – A total of 177 cases were heard in November for Municipal Court, broken down for Council's information below:
 - Code Violations: 4
 - Traffic Violations: 133
 - Theft: 30
 - Other Criminal Cases: 10
- *Senior Center* – Town Staff will assist the Senior Center Advisory Board with the annual Christmas Boutique on December 2, held at the Community Center. Public Works and Town Clerk staff are also coordinating for several general maintenance items for upkeep in the building, such as painting various rooms.

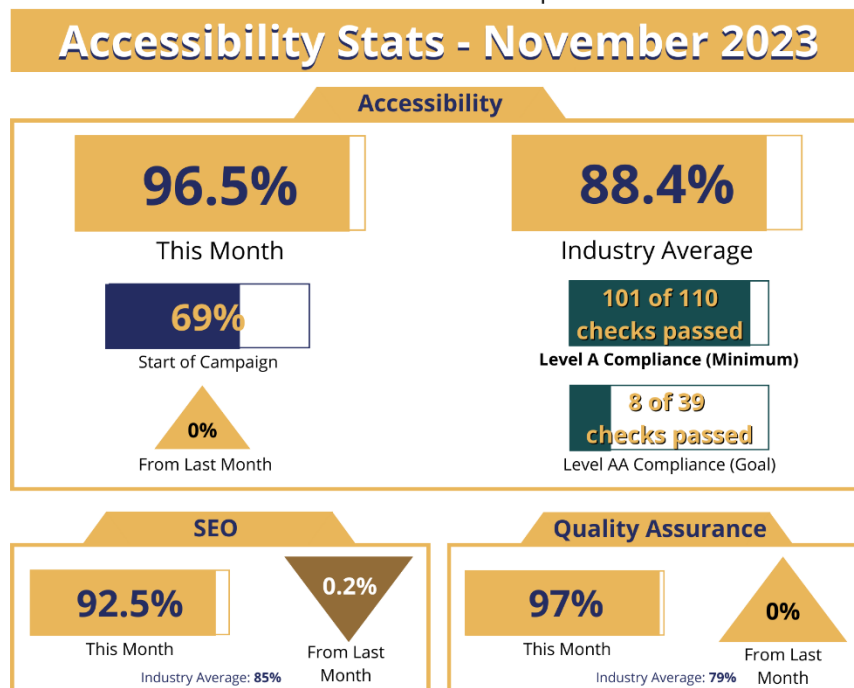
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- Friendly Fork Meals: 141 (one meal per week)
- Medicare Open House: 20
- Other trips and excursions in November included an Eagles Hockey game, Blackhawk trip, Friendly Fork volunteer training, breakfast and lunch excursions and a holiday shopping trip.
- *Town Clerk* – The new online system for business license renewals and applications is live and located on the Town’s website at Johnstown.colorado.gov/BusinessLicense. Staff have heard feedback from business owners about the ease of use and accessibility of the new system. Staff have currently processed over 80 Open Records Requests in 2023.
- *Pool Feasibility Study* – The pool feasibility committee met on November 14 with the consultants to discuss the possible layouts for the facility. The next meeting is tentatively scheduled for December 11.
- *508 Compliance and Website Accessibility* – The Communications Office continues to work on 508 website compliance and Town digital environment compliance. Having a website that is 508 compliant and that follows WCAG Guidelines 2.0 is important for the Town of Johnstown because it provides more equal access to information and promotes transparency. The Town has made significant progress toward achieving Level A compliance, which is required of all Colorado municipalities by July 2024.

Communications Dept.



- *Town Communication Tools* – The Town maintains a diverse set of communications tools, including social media, a newsletter, email communications, and the website. Our Facebook and Instagram followers continue to grow steadily. The Town email lists continue to add subscribers and boast fantastic engagement numbers: according to the

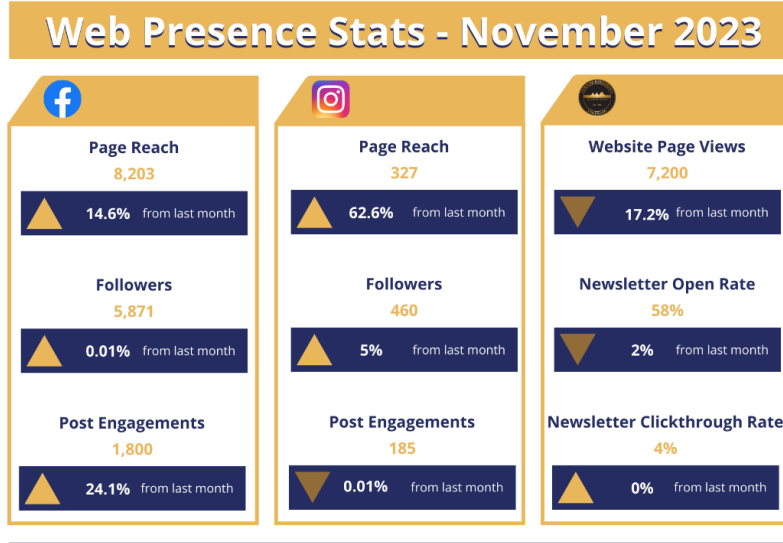
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Town’s email vendor, Constant Contact, the average open rate for government organizations is 35.45%.

Communications Dept.



Website: johnstownco.gov | Newsletter: johnstown.colorado.gov/newsletter
 Town Facebook: @TownofJohnstown | Instagram: @Johnstowncolorado
 JPD Facebook: @JohnstownPoliceDepartment

Communications Dept.

Email List Stats - November 2023

Category	Purpose	Subscribers	Open Rate
Town News Releases	Keep residents informed of community news and alerts in a timely fashion.	231 ▲ 17 from last month	N/A ▲ N/A from last month
Town Meetings & Events	Increase awareness of, and engagement with, Town meetings and events in the community.	184 ▲ 9 from last month	64% ▼ 1% from last month
Town Job Opportunities	Increase awareness of employment opportunities amongst potential local talent.	120 ▲ 12 from last month	N/A ▲ N/A from last month
RFPs Available	Spread awareness of upcoming Town projects and Requests For Proposal.	116 ▲ 12 from last month	N/A ▲ N/A from last month

- *Community Engagement Events* – Communications Staff ran a booth at the Johnstown Jingle on December 3 that included an opportunity for the community to provide

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feedback on the Town's Strategic Plan draft and chat with Town Staff. Staff also coordinated with community partners to facilitate the tree lighting ceremony, including a performance from Roosevelt High School's Rider Avenue Choir.

- *Strategic Planning* – Staff has revised the draft plan to reflect feedback received from Council at the October 30 work session and have posted it on the Town's website. We are currently inviting community feedback by conducting an online survey and having in-person surveys available from 6:00 AM to 8:00 AM and 5:00 PM to 7:00 PM at the YMCA on November 28 and at the Johnstown Jingle on December 3. We plan to have the data compiled and ready to submit to the Council later in December.
- *Finance Training* – Staff attended the annual Colorado Government Finance Officers Association Conference in November. The event covered topics such as new accounting standards, economic and legislative discussions, arbitrage, and workforce housing.
- *Accounts Payable* – Staff implemented Check Positive Pay, which increases fraud prevention with checks issued by the Town.
- *Wastewater Bond* – \$1,786,575 was paid, which includes the annual principal and biannual interest amount.
- *Downtown Wayfinding Project Phase 1* – Phase 1 of the Wayfinding Signage for downtown continues to move forward. The last few weeks, our fabrication crew has been working on demolishing parts of the existing curved wall at the plaza area in downtown and refacing it with similar brick to that of the DDI bridge on Hwy-60. Below is a photo of the wall with the new brick. The signage elements for the brick wall are expected to start later this year/early 2024.



- *Upstate Colorado Partnership* – In 2023, via our partners at Upstate Colorado, the Town of Johnstown received 41 leads from prospective companies looking for real estate/community information. Of those leads, the Town responded and submitted qualified projects/properties to 16 of those leads. Many of the prospective companies were industries such as R&D, manufacturing, and renewable energy. The Town continues

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to work with our local and regional partners including Metro Denver Economic Development Corporation and Office of Economic Development and International Trade to funnel qualified leads of prospective companies.

- *Business Recruitment Trip* – Economic Development staff will be attending a business recruitment trip with Metro Denver Economic Development Corporation in early December to meet with companies within the bioscience industry that are positioned to grow and expand in the western region.
- *Economic Development CRM* – Economic Development staff were able to interact with our business community close to 14K times in 2024 which included site visits, emails, meetings, phone calls, and group surveys. We also ended the year with over 450 active businesses in our community. Below provides a breakdown of our business types by industry sector.



- *Downtown Johnstown Façade Grant* – In 2023, Town Council allocated \$30,000 towards the existing façade grant program. Staff awarded \$21,000 total in grant funds to two downtown businesses, which completed major renovations to the facades of their buildings. Below are ‘after’ photos of the recipients of the grant program.



Police Department

Training:

- *Threat Assessment Training* – Officer Kelley and Officer Nield attended a two-day conference called, "From Tragedy to Healing: A Focus on Targeted Violence Prevention Response and Recovery," put on by the Association of Threat Assessment Professionals. Speakers included violence prevention experts, first responders, and survivors.
- *Legal Updates Training* – The whole department completed a legal update class taught by the Larimer County District Attorney's Office
- *Firearms Training* – The entire department received additional training and qualifications on patrol rifles and off-duty weapons.

Community Policing, Outreach & Miscellaneous Items:

- *Weld Elves* – Officer Farris has been instrumental in organizing and facilitating the Weld Elves program for all of Weld County.
- *Life Saving Award* – In recognition of the combined efforts put forth to save a citizen's life on September 9 at the YMCA, the Front Range Fire Rescue presented the Life Saving Awards to Sgt Drew Perry, along with two members of UCHealth EMS, three employees of the YMCA, a citizen bystander, and several members of the Front Range Fire Rescue, who were all involved in this amazing team effort.

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Public Works

Crews completed 147 work orders this review period consisting of construction inspections, snow plowing, street sweeping, gravel road grading, filling potholes, road sign repairs, funerals, mowing ROW, weed spraying, Christmas light decorations and a variety of other street and grounds related work. There were 73 storm and street construction inspections completed.

- *Charlotte Street Improvements* – Charlotte Street is now 100% open to traffic. The contractor has completed most of the project. The remaining landscape and sprinkler repairs will take place in early spring of 2024. We are in the process of completing a punch list with documentation scheduled to be sent to the contractor by December 4, 2023.

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- *Overlay Program* – Ronald Reagan Blvd and Larimer Parkway have been completed. Striping will be completed by December 1 (weather permitting).



Roanald Reagan Blvd being paved.

- *Asphalt Patching Program* – Has been completed.
- *Buc-ee's* – Offsite public improvement includes CR 48 (new roundabout), Commerce Drive, and Nugget Road.
 - CR 48 roundabout is under review due to several plan grade busts (errors). The review should be completed by December 1, 2023, with construction resuming immediately after the revised plan is approved.
- *Ledge Rock* – High Plains Boulevard and Carson Lane have been paved. SH 60 widening is under construction. Intersection is estimated to be opened at the beginning of the new year.
- *Ronald Reagan West* – Concrete curb and gutter has been installed, asphalt paving has been completed, and sidewalks are under construction. The roadway is estimated to open to traffic in early December.
- *CR 18 and 3E* – The CR 18 and CR 3E intersection improvements are completed and is open to traffic. A punch list is in the process of being submitted to the contractor.

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- *The Ridge Multifamily* – Earthwork and utilities have started; sanitary sewer installation is set to begin in early December. Construction is ongoing, and will continue well into the new year, with paving estimated to be started in June 2024.
- *Pautler Farms* – Interior Road has been completed. Public improvements for CR 42 and CR 17 are under construction. Improvements consist of lane widening on CR 17 and turning lanes into the subdivision from CR 42. The road improvements are expected to be completed in Spring 2024.
- *CR 3 (from CR 18 north to Big Thompson River bridge)* – Acceptance walk has been completed and punch list items have been documented. Staff are working with the developer to address drainage issues identified and experienced during spring runoff. The roadway has not been accepted at this time.
- *Little Thompson Trail Bridge* – The bridge abutment design is almost complete, and Staff is awaiting bridge submittals from the manufacturer for review prior to fabrication. The design consultant is applying for flood plain permitting, as required.
- *Colorado Blvd & Roosevelt Pkwy Intersection Analysis* – Staff held a kickoff meeting with the design consultant. Traffic counts were ordered for the intersection and traffic model setup has begun.
- *Thompson Pkwy Roundabout Analysis* - Staff held a kickoff meeting with the design consultant. Traffic counts have been completed for the 2534 area and a traffic model analysis has begun.
- *Country Acres Drainage Mitigation Study* – The design consultant and Staff met with the landowners affected by the flood. The data gathering stage is complete and a 5-year storm sewer profile has been generated from hydraulic modeling. Staff is currently evaluating interim design to present options to landowners and Council in mid-December.
- *Stormwater Master Plan Update Grant* – Staff and the consultant are coordinating with DHSEM to schedule a kickoff meeting to discuss procurement policy, advertising requirements, selection requirements, evaluation criteria, etc. for an RFQ advertising date of December 11.

Utilities

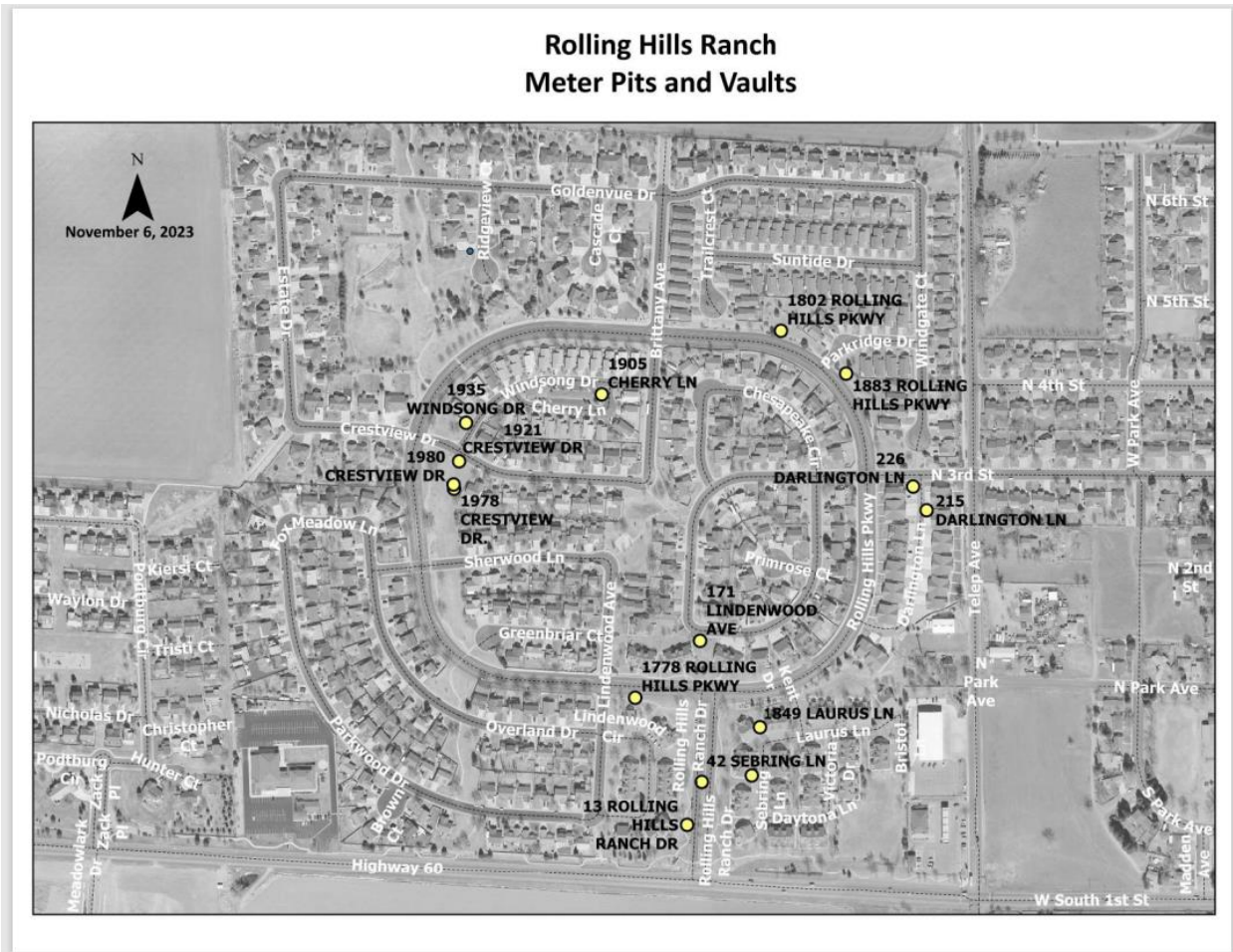
- *Treatment*
 - WTP:
 - Average Daily Flows: 1.447 MGD
 - Completed the tri-annual Sanitary Survey for CDPHE.
 - Removed the granular activated carbon (GAC) for winter.
 - One of our treatment operators passed the Water Treatment A and Distribution 2 exams.
 - Low Point WWTP:
 - Average Daily Flows: 0.374 MGD

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- Xcel finished installing the natural gas service line and meter for the site.
 - Turbo mixers installed in the new biological nutrient removal process train.
 - The contractor completed road grading to building and perimeter fencing.
- Central WWTP:
 - Average Daily Flows: 0.762 MGD
 - Moltz is building up road grade to allow snowplow entry into the site.
 - Beginning to construct cover for MBBR and utilizing microscreen bypass as a preemptive measure against impending cold weather process challenges.
- *Sewer Collection & Water Distribution*
 - Locates: 463 with the new BOSS811 system.
 - Meters: 18 new installs.
 - Started project to work with residents to replace aging meter infrastructure.
 - Utilizing Paul Anytime to clean and inspect sewer mains in Rocksbury Ridge.
 - One of our operators obtained their Collection 1 certification.
- *Inspections*
 - 108' water main installed and tested.
 - 15 manholes were installed.
 - 6,465' sewer main installed and tested.
 - 92 water/sewer inspections.
- *GIS*
 - 1,891 sanitary sewer and 1,953 storm manholes have been added.
 - 3,436 more water meters and 1,199 fire hydrants have been added to the maps.
 - Overall, there have been 19,252 utility items collected with GPS.
 - Completed a mapping project to locate and show irrigation meters in the Rolling Hills Ranch area, working with Utilities for locating and Planning for addressing.



- *Capital Projects*
 - *Raw Water Transmission* – The design engineer is continuing to work with Town Staff to select the final alignment from Lone Tree Reservoir to the Water Treatment Plant. The Town and the design engineer have been coordinating with property owners, the Home Supply Ditch Company, the TPC golf course, utility companies, and CDOT to coordinate the design and crossings. Meetings have been held with neighboring jurisdictions to determine their review and permitting processes and requirements.
 - *South Water Tank* – The South Tank has been filled with water and has passed the hydrostatic and bacteriological testing. The programming of the tank controls is nearly complete and has been incorporated into the Town’s Supervisory Control and Data Acquisition (SCADA) system. Some miscellaneous punch list items are being completed by the contractor.
 - *South Water Tank Distribution Pipeline* – The contractor has completed and passed all required testing. The contractor is working on miscellaneous punch list

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items and the Town is looking to issue substantial completion in the coming weeks.

- *Water Treatment Plant Expansion* – The design engineer has submitted the 60% design drawings for the plant expansion. The Town Staff, the CMAR, and the Town's Owners Representative have provided comments back to the design engineer. The design engineer and Town Staff are working on addressing comments as we progress forward with some early works packages and to the 90% design plans. Town Staff and the CMAR will continue to work on schedule and budget as we progress towards 90% design.
- *North Interceptor* – The contractor has completed most of the below ground concrete improvements including the wet well, valve valve, and overflow. The contractor continues to work on construction of the lift station site improvements including the building and the generator pad. Mainline installation continues along CR 50. Staff are continuing to work on easement acquisition to ensure all easements are in place for work to continue.



- *Low Point Sewer Plant Expansion* – The Town has commissioned the new membrane building, the new headworks building, and the new dewatering building. The contractor is working on decommissioning the old SBR basins and converting them into two new process basins. In addition, operations staff are continuing to train and operate the new equipment.
- *Central Wastewater Treatment Plant* – Construction of the MBR basin and the secondary process basins is ongoing. Staff will continue to work with the contractor and design engineer throughout construction on permitting and construction progress. Throughout most of the winter, concrete work will continue.
- *State Highway 60 Waterline* – Through 2023 Town Staff will work with the design engineer on final alignment and obtaining all necessary easements, agreements, and permits. The design engineer has completed their survey and

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P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

utility locates. The alignment is nearing completion as Town Staff is working on right of entry permits to conduct utility potholing to help complete the design.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** December 4, 2023
- SUBJECT:** Public Hearing - Resolution 2023-43 Approving the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision (SUB)
- ACTION PROPOSED:** Consider and Approve Resolution 2023-43 Approving the Preliminary Subdivision Plat and Development Plan for Revere North Subdivision
- ATTACHMENTS:**
1. Resolution 2023-43
 2. Vicinity Map
 3. Preliminary Plat
 4. Preliminary Development Plan
 5. Architectural Elevations
 6. PZC Staff Report (August 23, 2023)
 7. Staff Presentation
 8. Applicant Presentation
 9. Email Correspondence Received by Town
 10. Letter to Town of Johnstown PDP conditions 11-28-2023 Final
 11. Exhibit A Ordinance 2020-168 ODP approval
 12. Exhibit B Resolution 2023-43 Draft 10-16-2023
 13. Exhibit C East buffer fence and imagery
 14. Exhibit C Fence and landscape buffer diagram for east property line
 15. Exhibit D Herrera property height diagram for south property line
 16. Exhibit D North buffer fence and imagery
 17. Exhibit E WCR50 Alt Striping & Enhanced Access Safety
- PRESENTED BY:** Tyler Smith, Planner
-

AGENDA ITEM DESCRIPTION:

The Applicant, Forestar Real Estate Group, LLC., requests the approval of a Preliminary Plat and Preliminary Development Plan (Attachments 3 & 4) encompassing 309.4 acres. The project site is

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located North of Weld Co Rd 50 / Larimer Co Rd 14 (Veteran’s Parkway), near future High Plains Boulevard alignment (Attachment 2).

The proposed preliminary Plat and Development Plan would create 253 single-family units in addition to 86 alley-loaded duplexes/paired units for a total of 339 residential units in the initial filing, with right-of-way shown for major streets, large tracts for future development, and numerous outlots for easements, landscaping, open space/parks, utilities, and drainage. This development includes one amenity center lot totaling 4.5 acres and just over 15.3 acres of additional open space. (Attachments 3 & 4)

This property has historically been undeveloped ag land, in Larimer County. The property was annexed into the Town of Johnstown in 2005 under the GHB Annexation No. One and GHB Annexation No. Two, with Ordinance 2005-755. The Outline Development Plan for Revere North was approved in 2019 under the Great Plains Village.

The Developer has provided architectural elevations of the proposed building products comply with Town’s codes, regulations, and standard. Staff is satisfied with the building elevations, materials and elevations are in alignment with the guideline’s intent. The elevations proposed are in compliance with the overall design standards. (Attachment 5)

The Planning & Zoning Commission held a public hearing on August 23, 2023; public comment was given by adjacent land owners. Adjacent land owners had concerns about weeds on the project site. Traffic generated by the development and access to property was also another concern for adjacent residents. The Commission voted to recommend approval of the Preliminary Subdivision Plat and Development Plan to the Town Council, based on the analysis and findings contained in the attached staff report (Attachment 6).

The Johnstown Review Committee and Staff reviewed this project and provided redlines and comments, which have been addressed by the Applicant. Based upon the materials submitted, analysis, and findings, Staff was recommended a motion approve the Revere North Subdivision for Town Council consideration.

Additional information has been provided as part of this agenda item, most notably the submittal of a letter and associated Exhibits provided by Forestar Real Estate Group, LLC. They plan to provide a presentation as well at the meeting.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning & Zoning Commission recommends, and Staff agrees with, a recommendation to Town Council to Approve Resolution 2023-43 Approving the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North Subdivision.

SUGGESTED MOTIONS:

For Approval

Based on findings and analysis presented at this hearing, I move to approve Resolution 2023-43 approving the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North Subdivision.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2023-43.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-43**

APPROVING THE PRELIMINARY PLAT AND PRELIMINARY DEVELOPMENT PLAN FOR REVERE NORTH SUBDIVISION, A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 309.4 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, Forestar, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary Plat and Preliminary Development Plan for Revere North Subdivision, Being a parcel of land situated in the southeast quarter of section 35 and the southeast quarter of section 36, township 5 north, range 68 west of the 6th p.m., The Town of Johnstown, county of Larimer, state of Colorado, consisting of approximately 309.4 acres

WHEREAS, on August 23, 2023, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary Plat and Preliminary Development Plan; and

WHEREAS, on September 18, 2023, the Town Council held a public hearing concerning approval of the Preliminary Plat and Preliminary Development Plan and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Plat and Preliminary Development Plan for the Revere North subdivision are consistent with the Town’s Comprehensive Plan and meet 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 Plat and Preliminary Development Plan for the Revere North subdivision.

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

Section 1. Preliminary Plat Approval: The Preliminary Plat for the Revere North subdivision, being a parcel of land situated in the southeast quarter of section 35 and the southeast quarter of section 36, township 5 north, range 68 west of the 6th p.m., The Town of Johnstown, county of Larimer, state of Colorado, consisting of approximately 309.4 acres, attached here to and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Preliminary Development Plan Approval: The Preliminary Development Plan for the Revere North subdivision, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

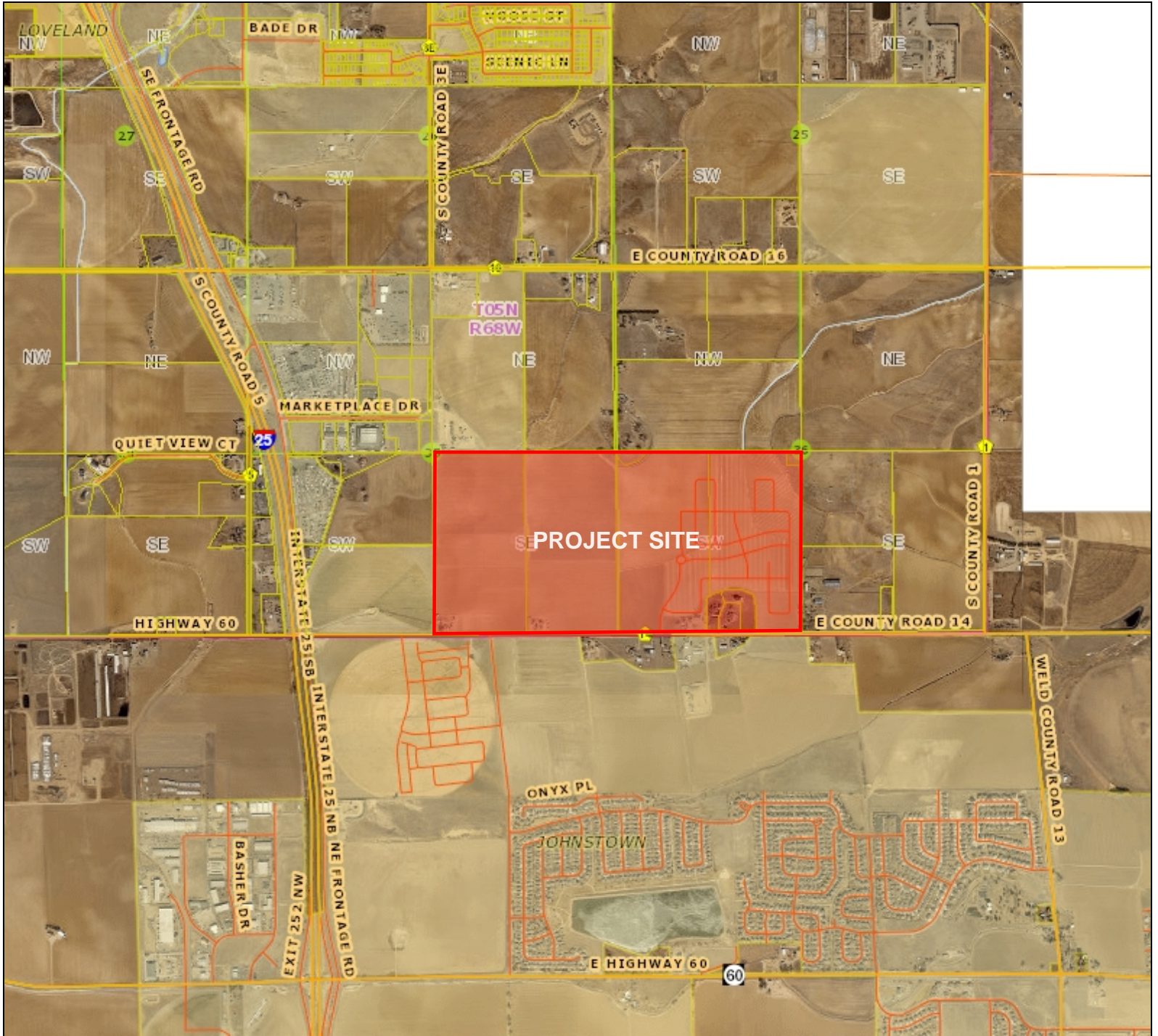
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of December, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Legend

- | | | |
|-------------------|-------------------------|----------------------------|
| Tax Parcels | Incorporated Areas | COLARI21-SID-LTD-2INCH.sid |
| Railroads | PLSS Township and Range | Red: Band_1 |
| Major Road System | PLSS Sections | Green: Band_2 |
| Road System | PLSS Quarter Sections | Blue: Band_3 |
| Lakes and Ponds | City or Town | COLARI21-SID-AW-6INCH.sid |

Notes

0.3 0 0.3 Miles



Scale
1: 24,000



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

Date Prepared: 8/9/2023 3:09:19 PM



1765 W. 121st Avenue Suite 300 Westminister, CO 80234 303-421-4224 • www.lja.com

Table with 6 columns: No., Rev. Date, Revision Type, Sheet, Job No., Scale Horiz. Includes revision history and project details.

REVERE NORTH FILING NO. 1 TOWN OF JOHNSTOWN, COLORADO PRELIMINARY PLAT

REVERE NORTH FILING NO. 1

OWNERSHIP AND DEDICATION

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

GENERAL NOTES

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

- 1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°03'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

- 1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;

HAVE BY THESE PRESETS, CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS, BLOCKS, OUTLOTS AND STREET RIGHTS-OF-WAY, TO BE KNOWN AS REVERE NORTH FILING NO. 1, AND DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN, FOREVER HEREAFTER, THE STREET RIGHTS-OF-WAY AND EASEMENTS AS INDICATED HEREON.

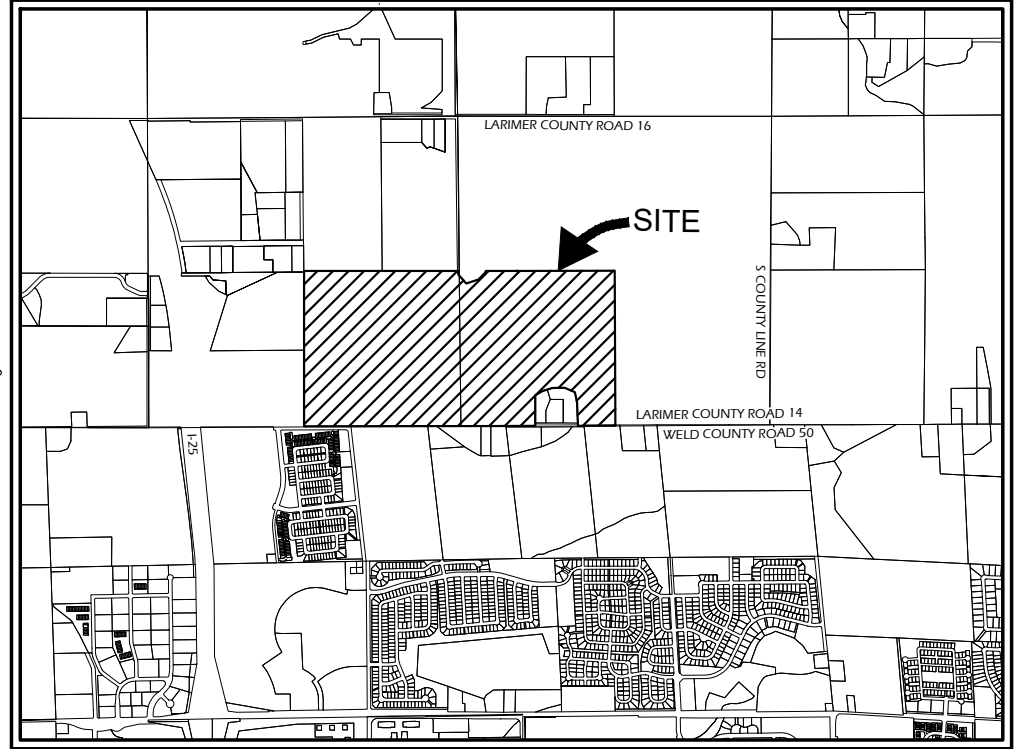
WITNESS OUR HANDS AND SEALS _____, DAY OF _____, 20_____.

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC. BY: _____

TITLE: _____ STATE OF _____ COUNTY OF _____

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____.

BY _____ AS _____ OF FORESTAR (USA) REAL ESTATE GROUP INC.



VICINITY MAP SCALE: 1" = 1500' DISTRICT ACCEPTANCE

THE UNDERSIGNED _____ A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO HEREBY ACKNOWLEDGES AND ACCEPTS THE GRANT OF EASEMENTS TO THE UNDERSIGNED AS DESIGNATED AND SHOWN HEREON FOR MAINTENANCE RESPONSIBILITY AS SPECIFIED HEREON. _____ A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO BY: _____ NAME: _____ AS: _____ THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____ THIS _____ DAY OF _____, 20_____. WITNESS MY HAND AND SEAL: _____ NOTARY PUBLIC MY COMMISSION EXPIRES _____

SHEET INDEX

Table with 2 columns: SHEET NO. and SHEET TITLE. Lists sheets 1 through 11 with titles like COVER, OVERALL, LOT DETAILS, and EASEMENT DETAILS.

LAND USE TABLE

Table with 5 columns: LOT NO., SQ. FT., ACRES, %, and Description. Lists land use details for various lots, including residential, amenity site, right of way area, and future developments.

Table with 5 columns: USE, OWNED, MAINTAINED, SQ. FT., and ACRES. Provides a summary of outlot areas, categorized by use such as Access & Drainage, Landscape, and Park & Landscape.

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LJA SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, LJA SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 23000310053, WITH A COMMITMENT DATE OF FEBRUARY 03, 2023 AT 5:30 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5S NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON BOTH ENDS BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN MONUMENT BOX.
6. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X. OTHER AREAS — DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) — MAP NUMBER 080691405G WITH A MAP REVISED DATE OF JANUARY 15, 2021.
7. STREET MAINTENANCE: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER. AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S), AND/OR SUBDIVIDER(S), THEIR SUCCESSORS AND/OR ASSIGNS, IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE AS STATED ABOVE.
8. DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE: THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNER'S ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL PRIVATE DRIVES, PARKING AREAS AND EASEMENTS (CROSS—ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)
9. LANDSCAPE MAINTENANCE: THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE TOWN AGREE TO THIS RESPONSIBILITY OF TOWN MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.
10. SIGHT DISTANCE RESTRICTIONS: CONSISTING OF A 30 FOOT BY A 30 FOOT SIGHT DISTANCE TRIANGLE OR OF SUCH OTHER DIMENSIONS AS REQUIRED TO PROTECT SIGHT LINES, SHALL APPLY TO ALL LAND AREAS ADJACENT TO ALL PUBLIC AND PRIVATE ROAD INTERSECTIONS ON THIS PLAT. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.
11. PUBLIC SAFETY ACCESS, WHETHER FOR EMERGENCY OR NON-EMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION OR METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.
12. 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 SUCH 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.
13. STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS 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 LOCATION ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. 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. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER
14. A DRAINAGE EASEMENT IS HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT D AND E.
15. EMERGENCY ACCESS EASEMENTS ARE HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT A, OUTLOT B, AND OUTLOT C.
16. PEDESTRIAN ACCESS EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR PUBLIC PEDESTRIAN ACCESS.
17. TRACT A; TRACT B; TRACT C; TRACT D ARE RESERVED FOR FUTURE DEVELOPMENT. WATER DEDICATION FOR THESE TRACTS WILL BE SATISFIED CONCURRENT WITH THE RE-PLAT OF EACH RESPECTIVE LOT.
18. THIS FINAL PLAT IS UNDER TOWN OF JOHNSTOWN CASE NUMBER: SUB22-0007.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS REVERE AT REVERE NORTH FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO.

HELD ON THE _____ DAY OF _____, 20____.

BY: _____ MAYOR

BY: _____ TOWN CLERK

SURVEYOR'S CERTIFICATE

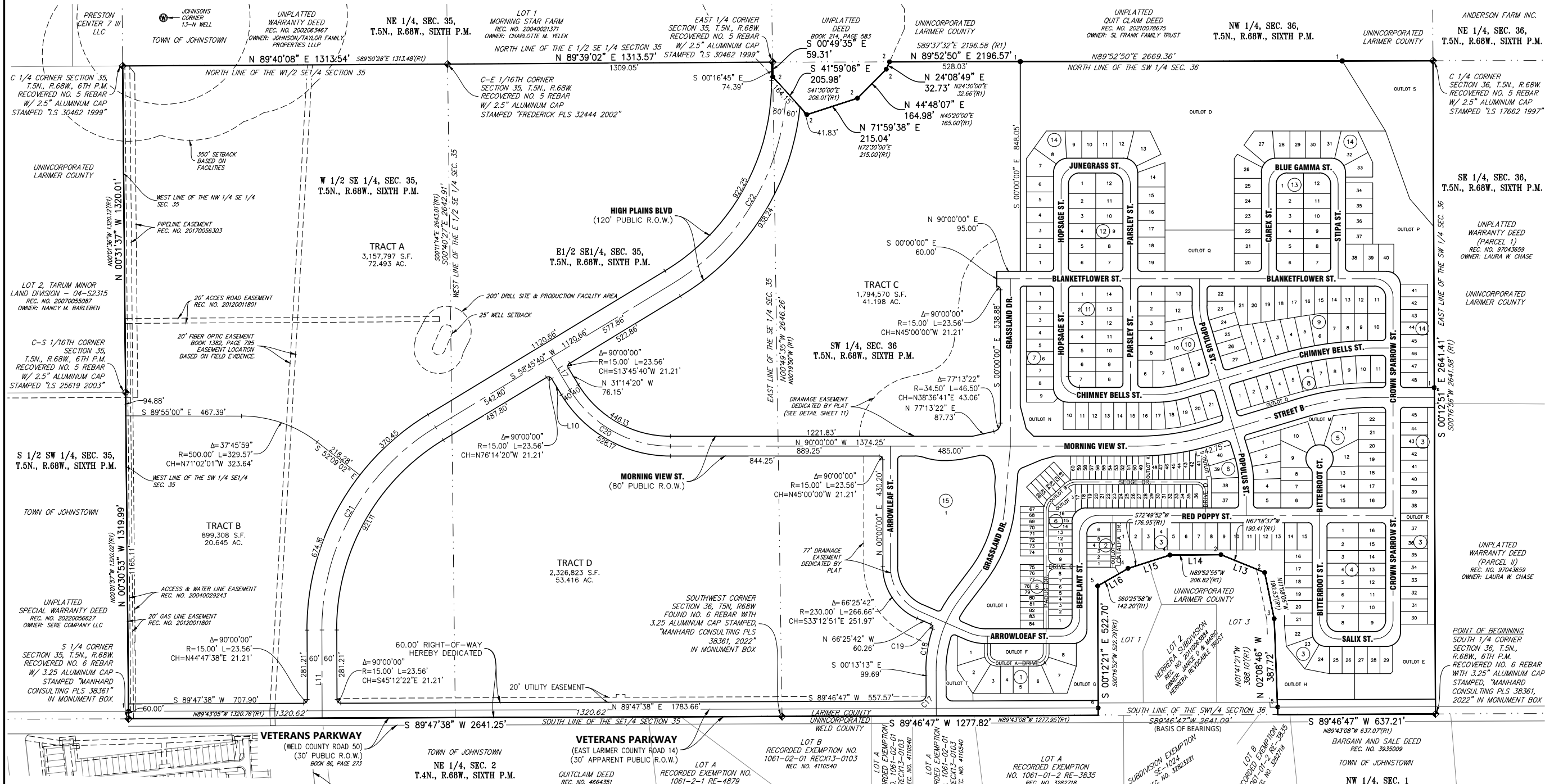
I DEREK S. BROWN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON _____, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN PROVISIONS OF CHAPTER 17 - SUBDIVISIONS OF THE TOWN OF JOHNSTOWN MUNICIPAL CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

DEREK S. BROWN COLORADO PLS NO. 38064 FOR AND ON BEHALF OF LJA SURVEYING 1765 WEST 121ST AVENUE, SUITE 300, WESTMINSTER, COLORADO 80234

REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



MONUMENT SYMBOL LEGEND

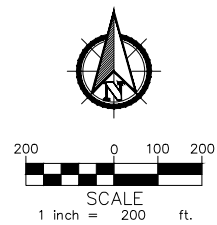
- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
- 1. RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "COLO PLS 16847"
- 2. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "PLS 32444"
- 3. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 4. RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 5. RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC STAMPED "KARSTEN 37881"
- 6. RECOVERED NO. 5 REBAR WITH NO CAP
- 1. SET 18" LONG NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "LJA PLS 38064" FLUSH WITH GROUND
- (R1) RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 20220035689

LINE	BEARING	DISTANCE
L10	S 31°14'20" E	76.15'
L11	S 00°12'22" E	356.27'
L13	N 67°47'19" W	190.49'
L14	S 89°36'34" W	206.85'
L15	S 72°19'30" W	176.98'
L16	S 59°56'08" W	142.24'
L17	N 31°14'20" W	151.15'

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C17	25.00'	90°00'00"	39.27'	N 44°46'47" E	35.36'
C18	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'
C19	15.00'	85°08'19"	22.29'	N 23°51'33" W	20.29'
C20	475.00'	58°45'40"	487.15'	S 60°37'10" E	466.08'
C21	955.00'	58°58'02"	982.88'	S 29°16'39" W	940.06'
C22	955.00'	56°19'11"	938.73'	N 30°36'05" E	901.39'

REFER TO SHEET 1 FOR OUTLOT AND TRACT TABLE

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE



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REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

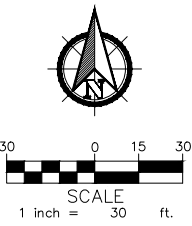
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No.	Rev. Date	Revision Type
1		
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Job No.: 1060-08
 Scale Horiz: N/A
 Sheet: 2 of 12
 Date: FEBRUARY 8, 2023
 Designed: DSB
 Prepared: XXX
 Approved: DSB

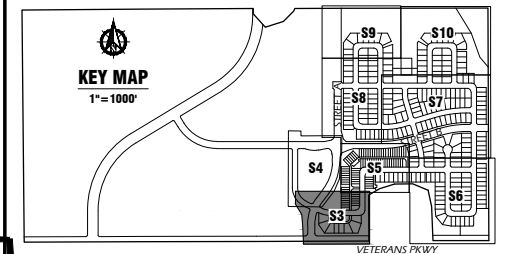
REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND

- Ⓚ = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED



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Rev. No.: _____
No. 1 2 3 4 5 6

Revision Type: _____

Job No.: 1060-08
Scale Horiz: N/A
Scale Vert: N/A

Designed: DSB
Prepared: JAV
Approved: DSB

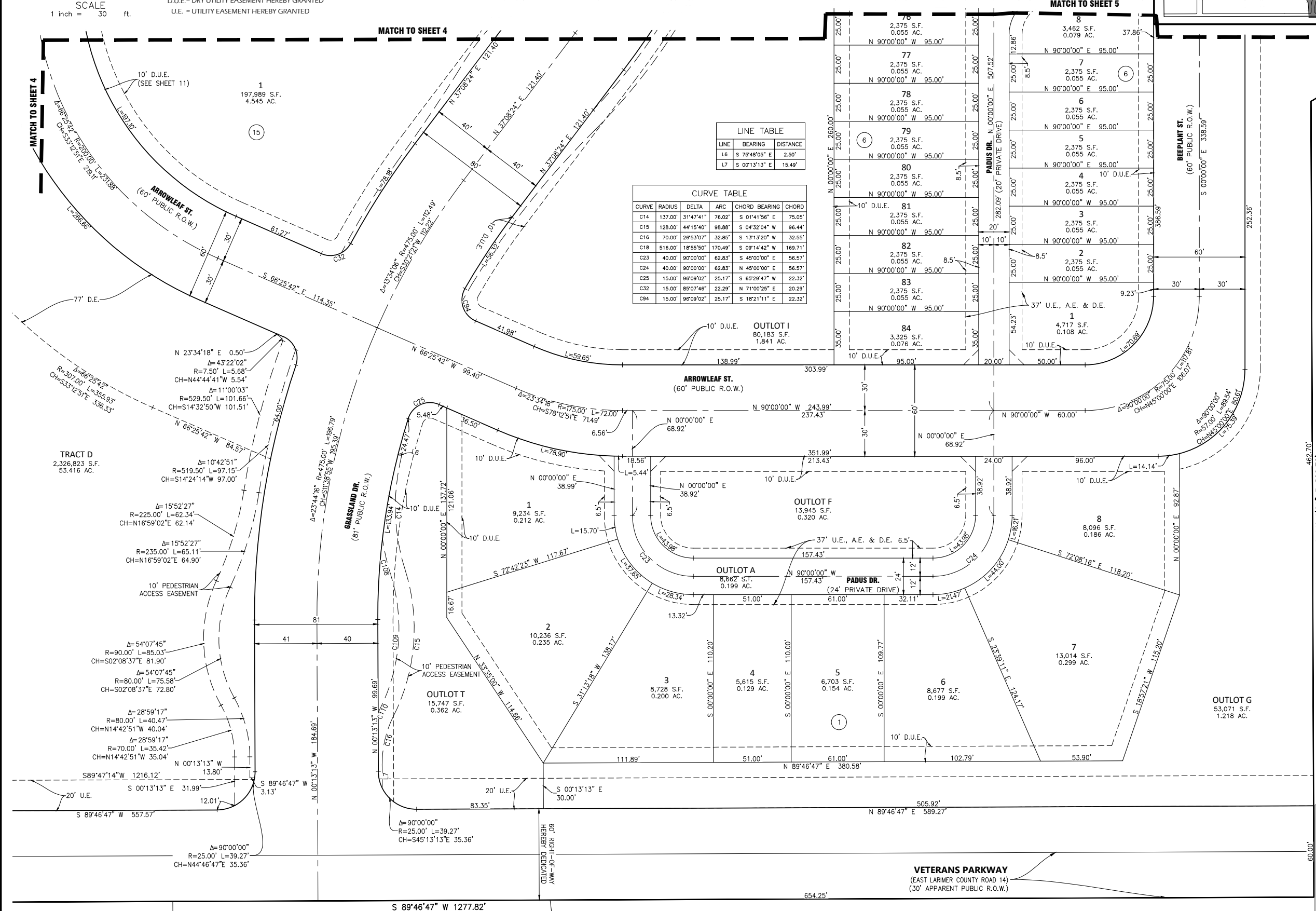
Sheet: 3 of 11
Date: FEBRUARY 8, 2023

LINE TABLE

LINE	BEARING	DISTANCE
L6	S 75°48'05" E	2.50'
L7	S 00°13'13" E	15.49'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C14	137.00'	31°47'41"	76.02'	S 01°41'56" E	75.05'
C15	128.00'	44°15'40"	98.88'	S 04°32'04" W	96.44'
C16	70.00'	26°53'07"	32.85'	S 13°13'20" W	32.55'
C18	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'
C23	40.00'	90°00'00"	62.83'	S 49°00'00" E	56.57'
C24	40.00'	90°00'00"	62.83'	N 49°00'00" E	56.57'
C25	15.00'	96°09'02"	25.17'	S 69°29'47" W	22.32'
C32	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.29'
C94	15.00'	96°09'02"	25.17'	S 18°21'11" E	22.32'



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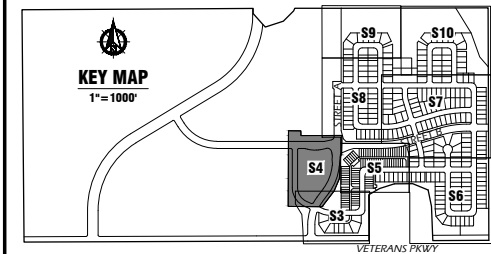
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REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



Item #11

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Designed: DSB
 Prepared: JAV
 Approved: DSB

Job No.: 1060-08
 Scale Horiz: N/A
 Sheet: 4 of 11
 Date: FEBRUARY 8, 2023

LEGEND

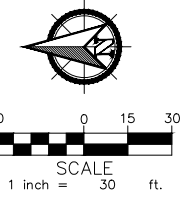
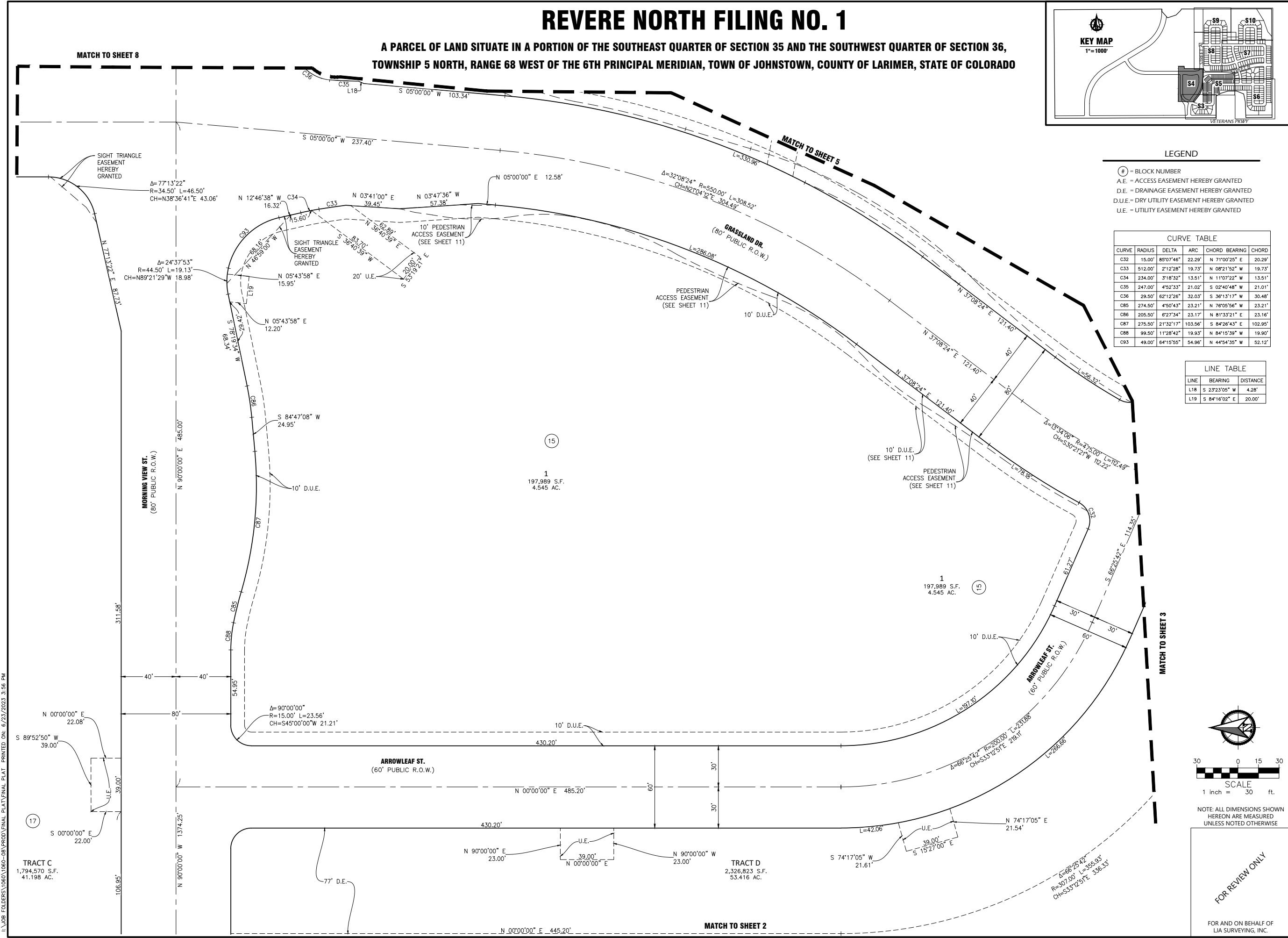
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- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C32	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.28'
C33	512.00'	2°12'28"	19.73'	N 08°21'52" W	19.73'
C34	234.00'	3°18'32"	13.51'	N 11°07'22" W	13.51'
C35	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C36	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C85	274.50'	4°50'43"	23.21'	N 76°05'56" E	23.21'
C86	205.50'	6°27'34"	23.17'	N 81°33'21" E	23.16'
C87	275.50'	21°32'17"	103.56'	S 84°26'43" E	102.95'
C88	99.50'	11°28'42"	19.93'	N 84°15'39" W	19.90'
C93	49.00'	64°15'55"	54.96'	N 44°54'35" W	52.12'

LINE TABLE

LINE	BEARING	DISTANCE
L18	S 23°23'05" W	4.28'
L19	S 84°16'02" E	20.00'



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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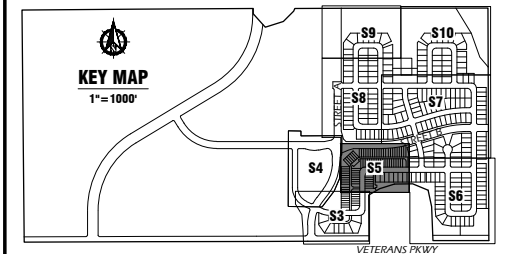
FOR AND ON BEHALF OF LJA SURVEYING, INC.

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

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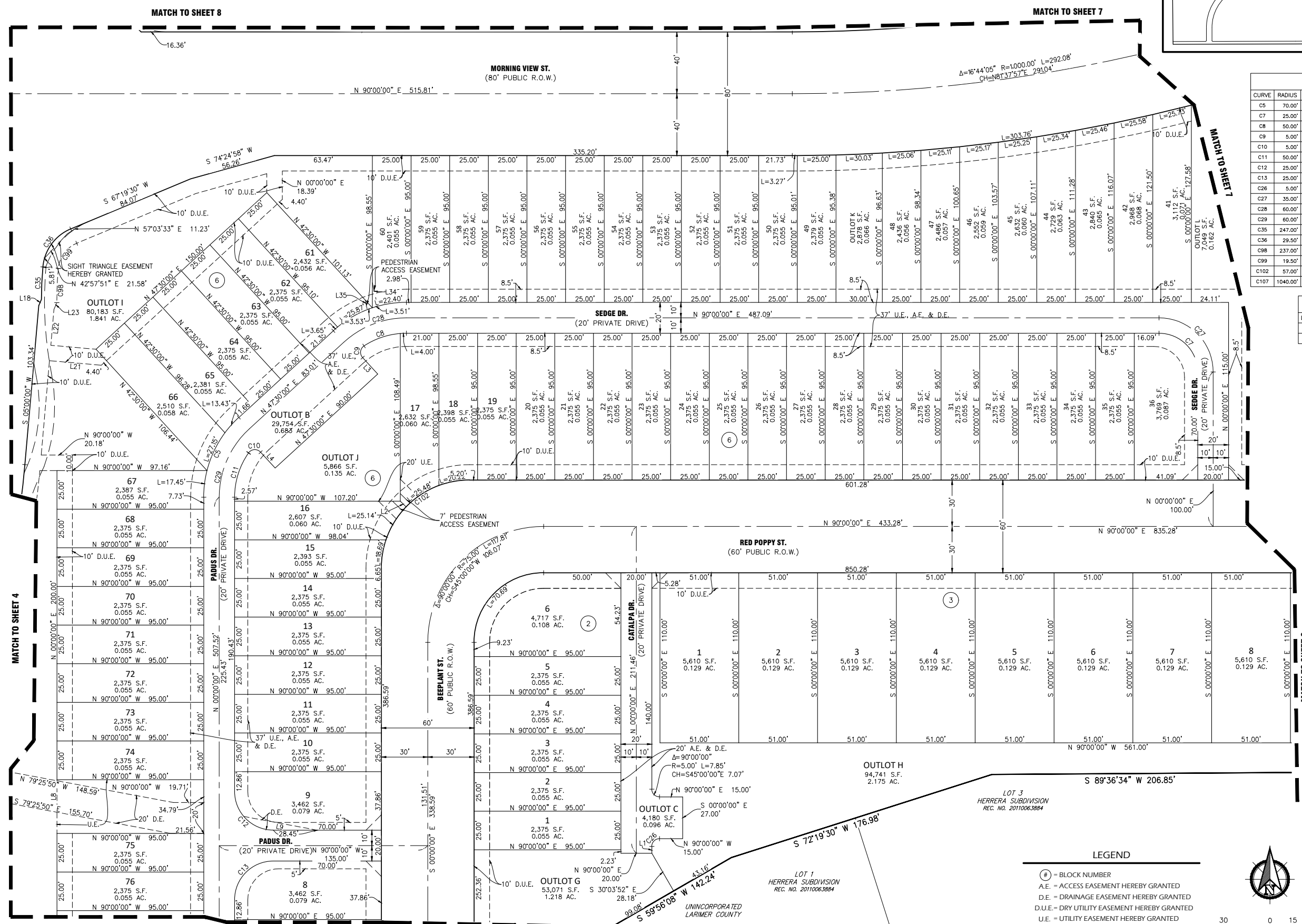
REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



Item #1

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CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C5	70.00'	22°13'29"	27.15'	S 25°23'56" W	26.98'
C7	25.00'	90°00'00"	39.27'	N 45°00'00" W	35.36'
C8	50.00'	28°40'47"	25.03'	S 71°04'17" W	24.77'
C9	5.00'	99°13'54"	8.66'	S 07°06'57" W	7.62'
C10	5.00'	102°32'49"	8.95'	S 86°13'36" W	7.80'
C11	50.00'	34°57'11"	30.50'	S 17°28'36" W	30.03'
C12	25.00'	90°00'00"	39.27'	S 45°00'00" E	35.36'
C13	25.00'	90°00'00"	39.27'	S 45°00'00" W	35.36'
C26	5.00'	90°00'00"	7.85'	S 45°00'00" W	7.07'
C27	35.00'	90°00'00"	54.98'	N 45°00'00" W	49.50'
C28	60.00'	42°30'00"	44.51'	S 68°45'00" W	43.49'
C29	60.00'	47°30'00"	49.74'	S 23°45'00" W	48.33'
C35	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C36	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C98	237.00'	5°21'58"	22.20'	S 02°26'05" W	22.19'
C99	19.50'	62°12'26"	21.17'	S 36°13'17" W	20.15'
C102	57.00'	25°36'46"	25.48'	S 56°51'53" W	25.27'
C107	1040.00'	2°21'19"	42.75'	N 74°26'35" E	42.75'

LINE TABLE

LINE	BEARING	DISTANCE
L18	S 23°23'05" W	4.28'
L19	S 84°16'02" E	20.00'

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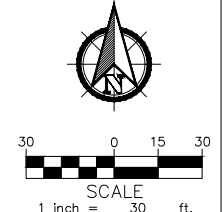
No.	Rev. Date	Description
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Designed: DSR
Prepared: JAV
Approved: DSB

Job No.: 1060-08
Scale Horiz: N/A
Sheet: 5 of 11
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

- LEGEND**
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Designed: DSB
Prepared: JAV
Scale Horiz: N/A
Date: FEBRUARY 8, 2023
Sheet: 6 of 11
Approved: DSB

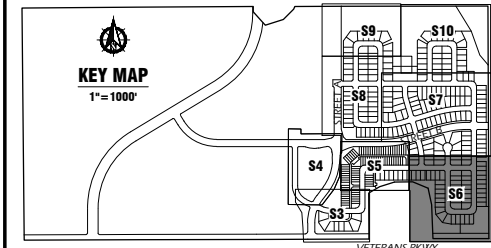
REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

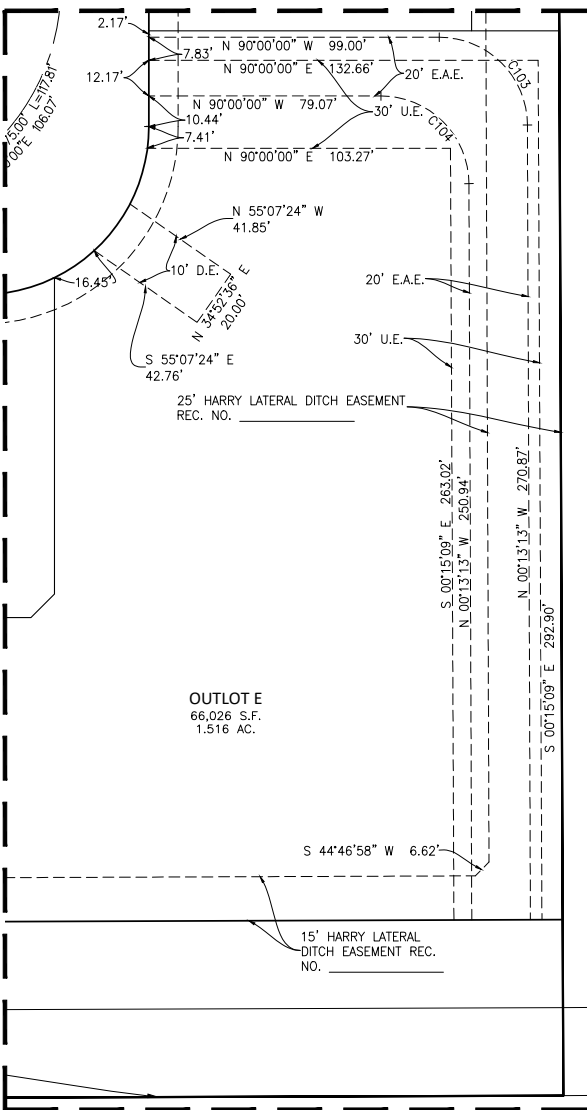
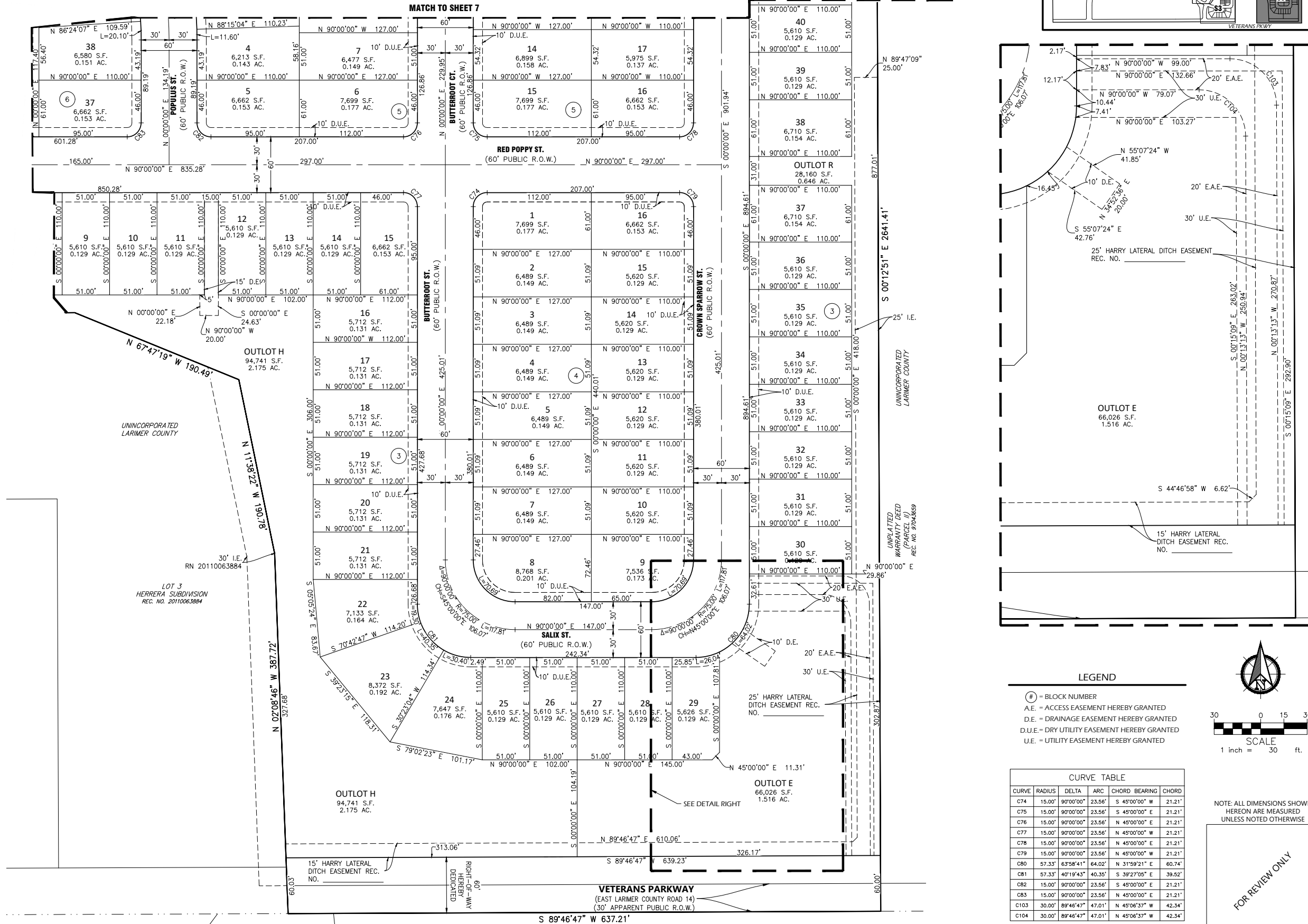


SCALE
1 inch = 50 ft.



MATCH TO SHEET 5

MATCH TO SHEET 7



LEGEND

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- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C74	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C75	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C76	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C77	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C78	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C79	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C80	57.33'	63°58'41"	64.02'	S 31°59'21" E	60.74'
C81	57.33'	40°19'43"	40.35'	S 39°27'05" E	39.52'
C82	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C83	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C103	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'
C104	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

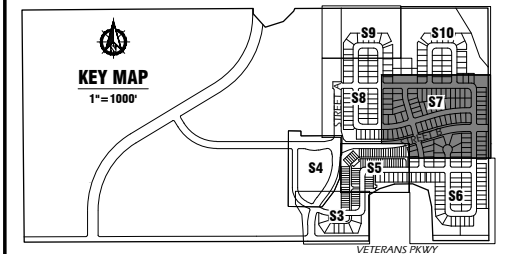
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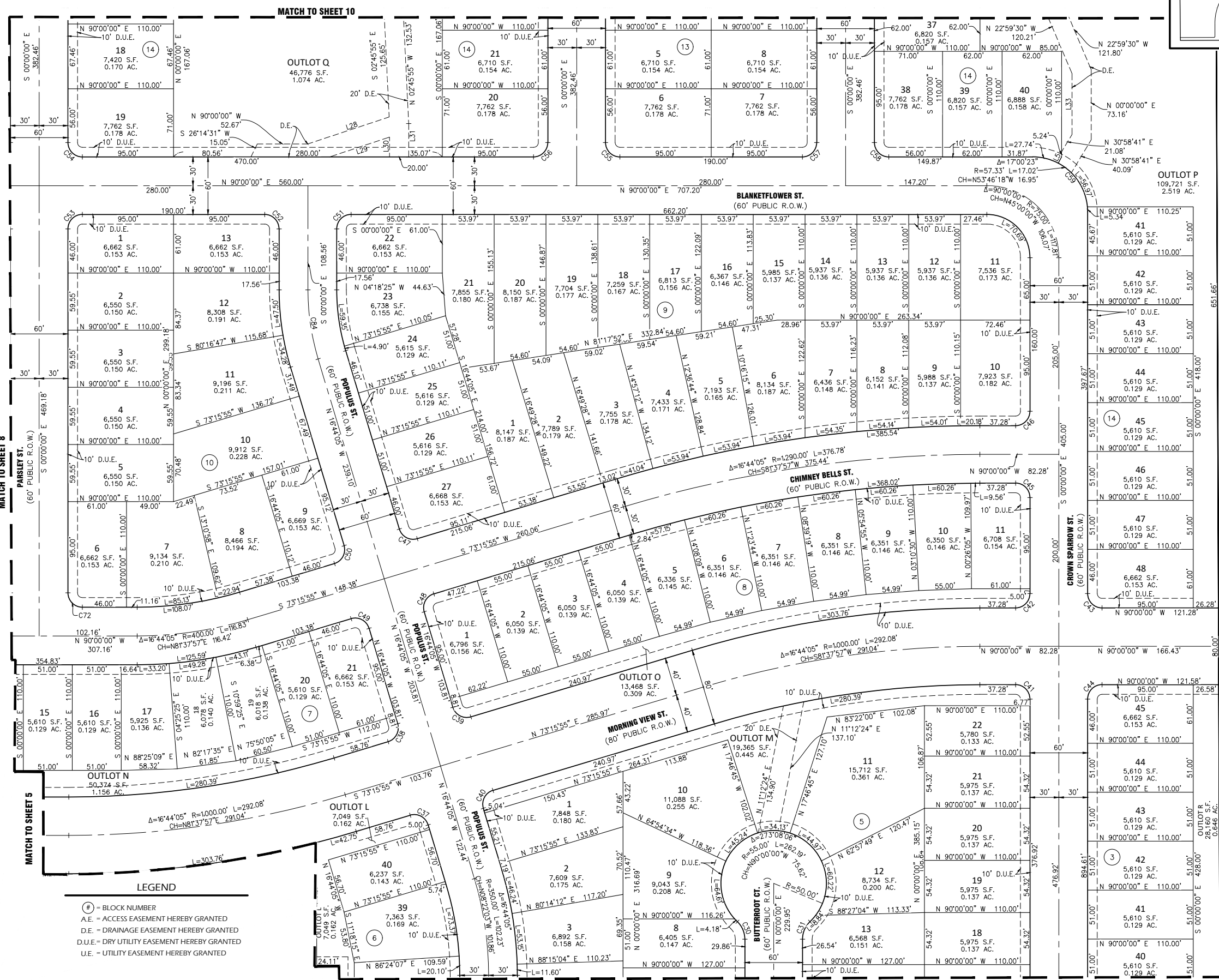
REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



Item #11

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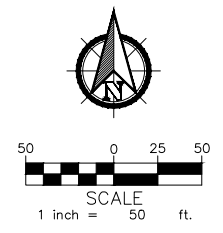


CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C30	25.00'	46°34'03"	20.32'	N 23°17'01" W	19.76'
C31	25.00'	46°34'03"	20.32'	S 23°17'01" W	19.76'
C37	15.00'	90°00'00"	23.56'	N 61°44'05" W	21.21'
C38	15.00'	90°00'00"	23.56'	N 28°15'55" E	21.21'
C39	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C40	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C41	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C42	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C43	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C44	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C45	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C46	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C47	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C48	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C49	15.00'	90°00'00"	23.56'	N 61°44'05" W	21.21'
C50	15.00'	90°00'00"	23.56'	N 28°15'55" E	21.21'
C51	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C52	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C53	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C55	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C57	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C58	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C59	57.33'	56°56'25"	56.97'	N 33°48'17" W	54.66'
C72	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C84	250.00'	16°44'05"	73.02'	S 08°22'03" E	72.76'

LINE TABLE

LINE	BEARING	DISTANCE
L5	N 27°43'31" E	7.44'
L28	S 71°40'30" W	89.21'
L29	S 71°40'30" W	65.51'
L30	N 00°00'00" E	20.60'
L31	N 00°00'00" E	34.69'
L33	N 00°00'00" E	63.55'



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Unplatted Warranty Deed (Parcel I)
REC. NO. 9704869

Unplatted Warranty Deed (Parcel II)
REC. NO. 9704869

UNINCORPORATED LARIMER COUNTY

DESIGNED: JAV
PREPARED: JAV
APPROVED: DSB

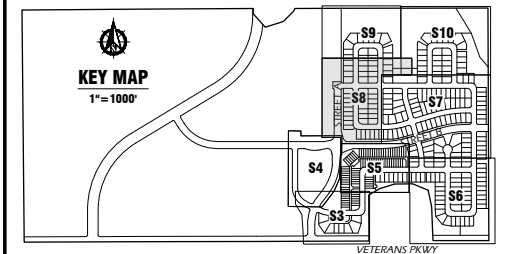
Job No.: 1060-08
Scale Horiz: N/A
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TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

No. 7

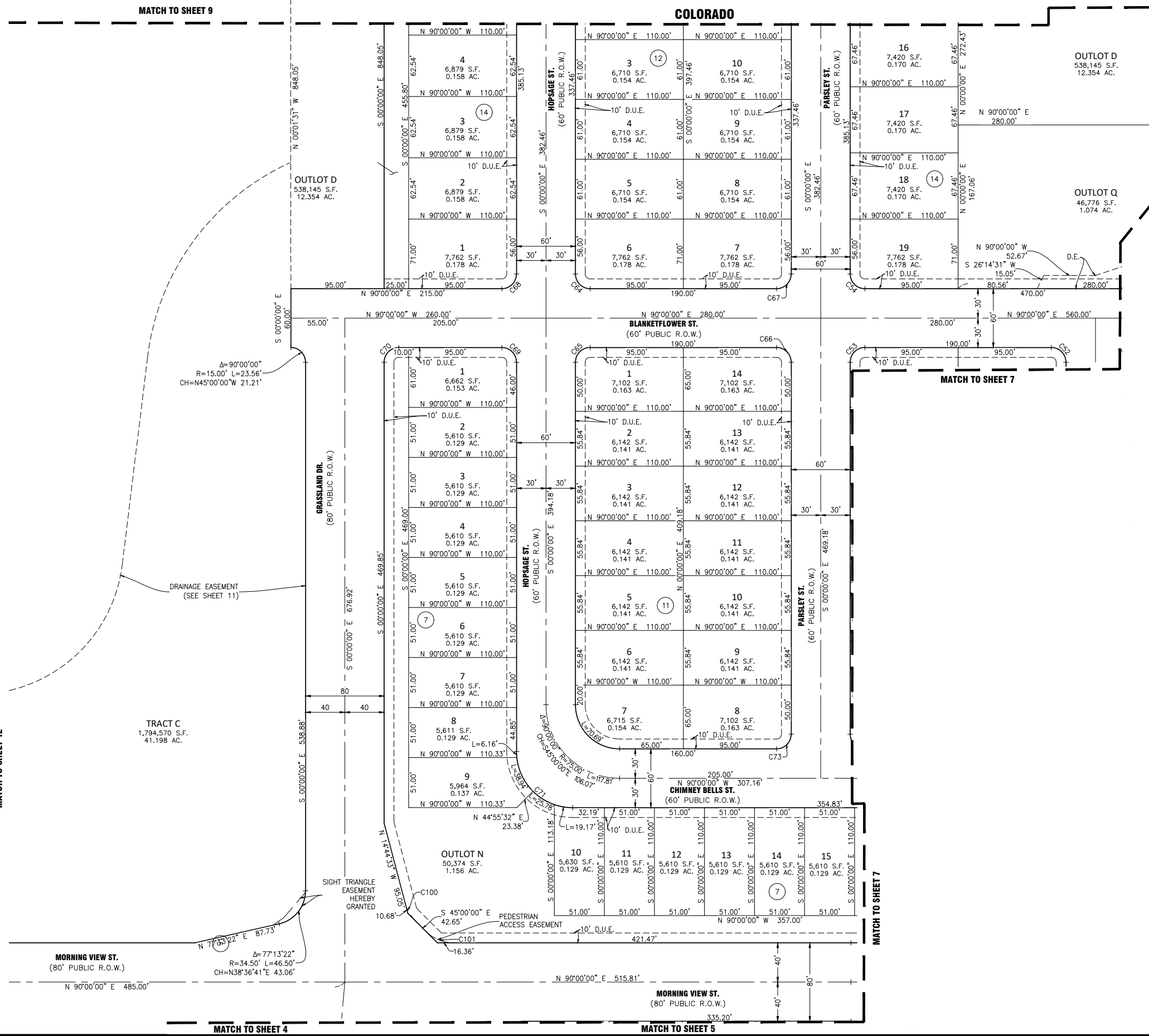
REVERE NORTH FILING NO. 1

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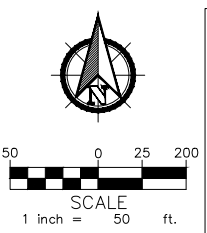


LEGEND

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CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C52	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C53	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C64	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C65	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C66	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C67	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C68	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C69	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C70	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C71	57.33'	25°46'04"	26.78'	S 57°57'30" E	25.57'
C73	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C100	39.50'	30°15'27"	20.86'	N 29°52'17" W	20.62'
C101	39.50'	45°00'00"	31.02'	N 67°30'00" W	30.23'



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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Designed: DSB
 Prepared: JAV
 Approved: DSB

Job No.: 1060-08
 Scale Horiz: N/A

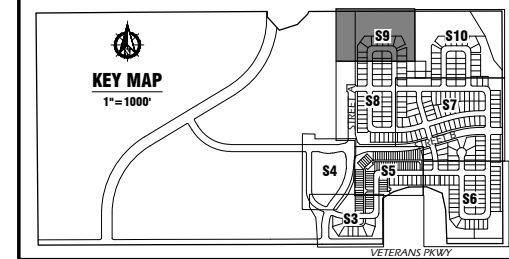
Sheet: 8 of 11
 Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
 TOWN OF JOHNSTOWN, COLORADO
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REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF
COLORADO



Item #11

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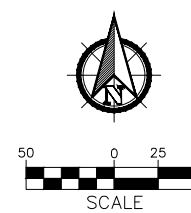
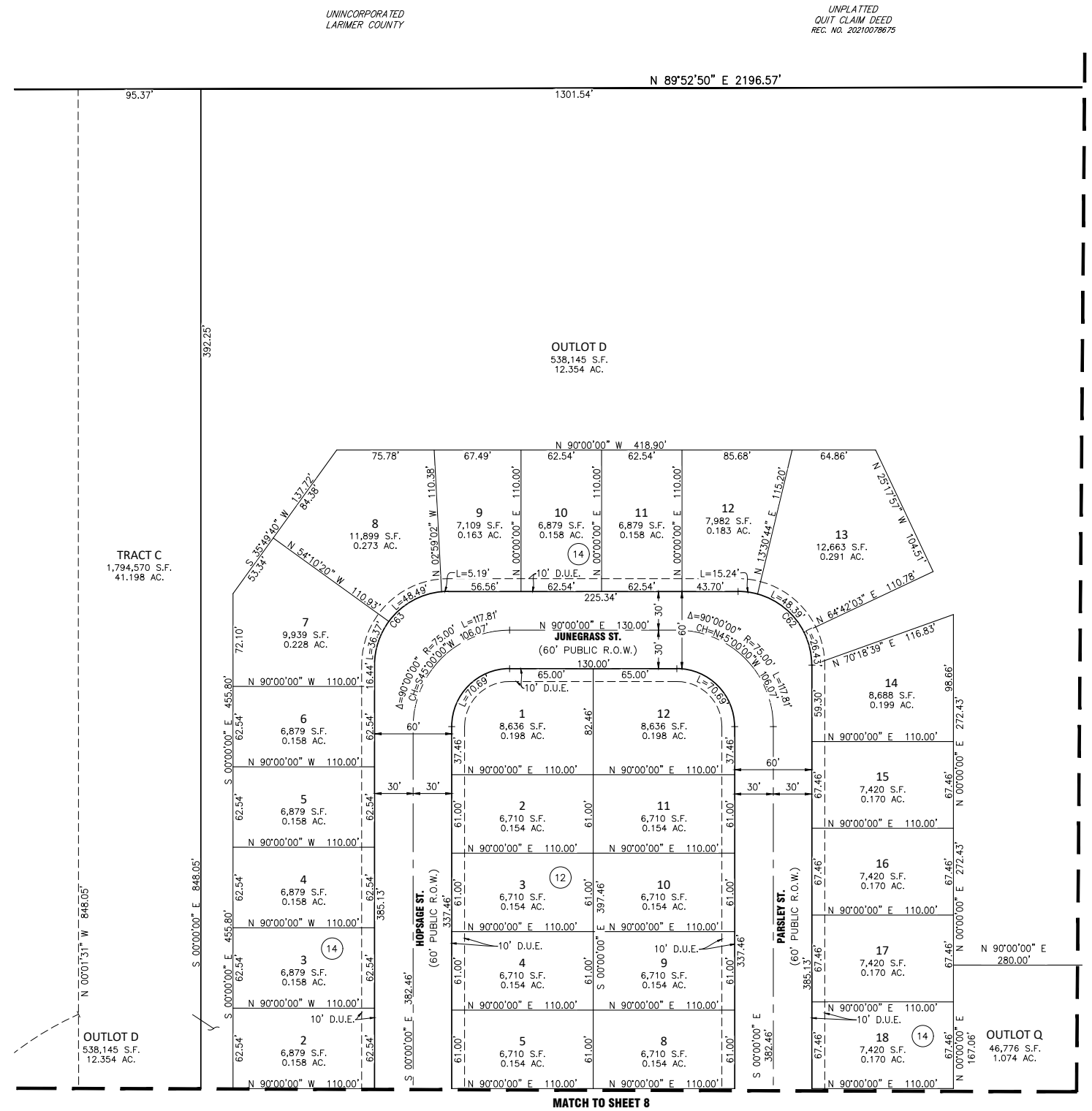
No.	Rev. Date	Revision Type
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Designed: DSB	Job No.: 1060-08	Sheet: 9 of 11
Prepared: JAV	Scale Horiz: N/A	Date: FEBRUARY 8, 2023
Approved: DSB		

LEGEND

- Ⓢ = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE TA			
CURVE	RADIUS	DELTA	ARC
C62	57.33'	48°21'28"	48.39'
C63	57.33'	48°27'31"	48.49'



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

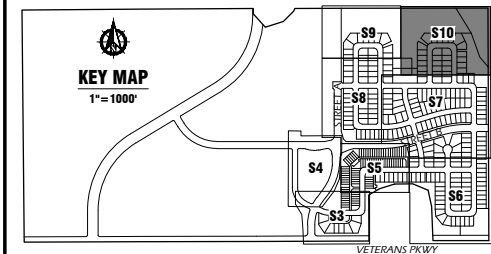
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REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

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REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

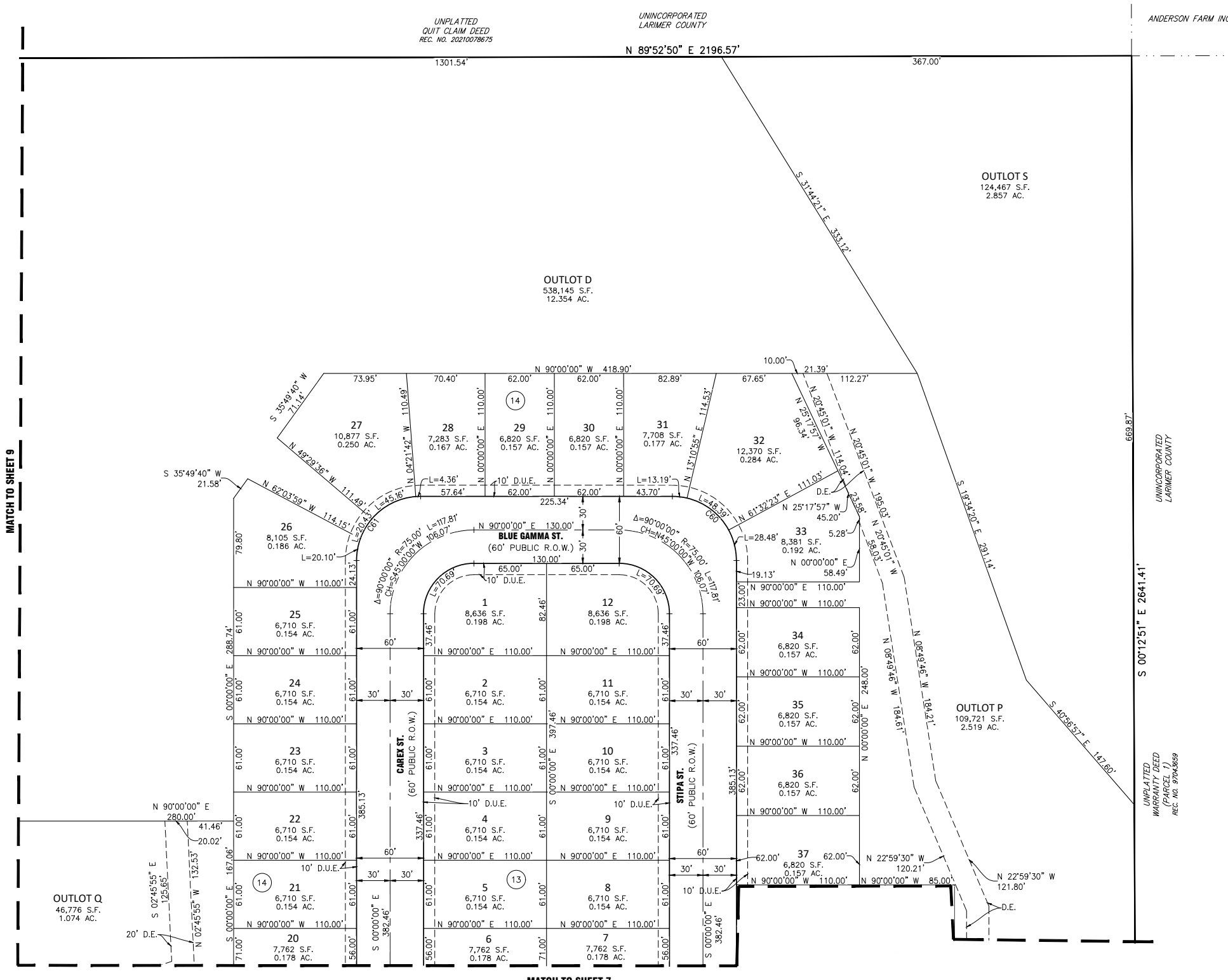


Item #11

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CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C60	57.33'	48°21'28"	48.39'	N 52°38'21" W	46.96'
C61	57.33'	20°25'03"	20.43'	S 30°17'53" W	20.32'



ANDERSON FARM INC.

UNINCORPORATED LARIMER COUNTY

UNPLATTED QUIT CLAIM DEED REC. NO. 20210078675

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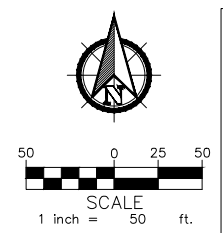
No.	Rev. Date	Revision Type
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2		
3		
4		
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6		

Designed: DSB
Prepared: JAV
Approved: DSB

Job No.: 1060-08
Scale Horiz: N/A
Sheet: 10 of 11
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE



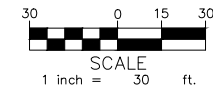
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FOR AND ON BEHALF OF LJA SURVEYING, INC.

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REVERE NORTH FILING NO. 1

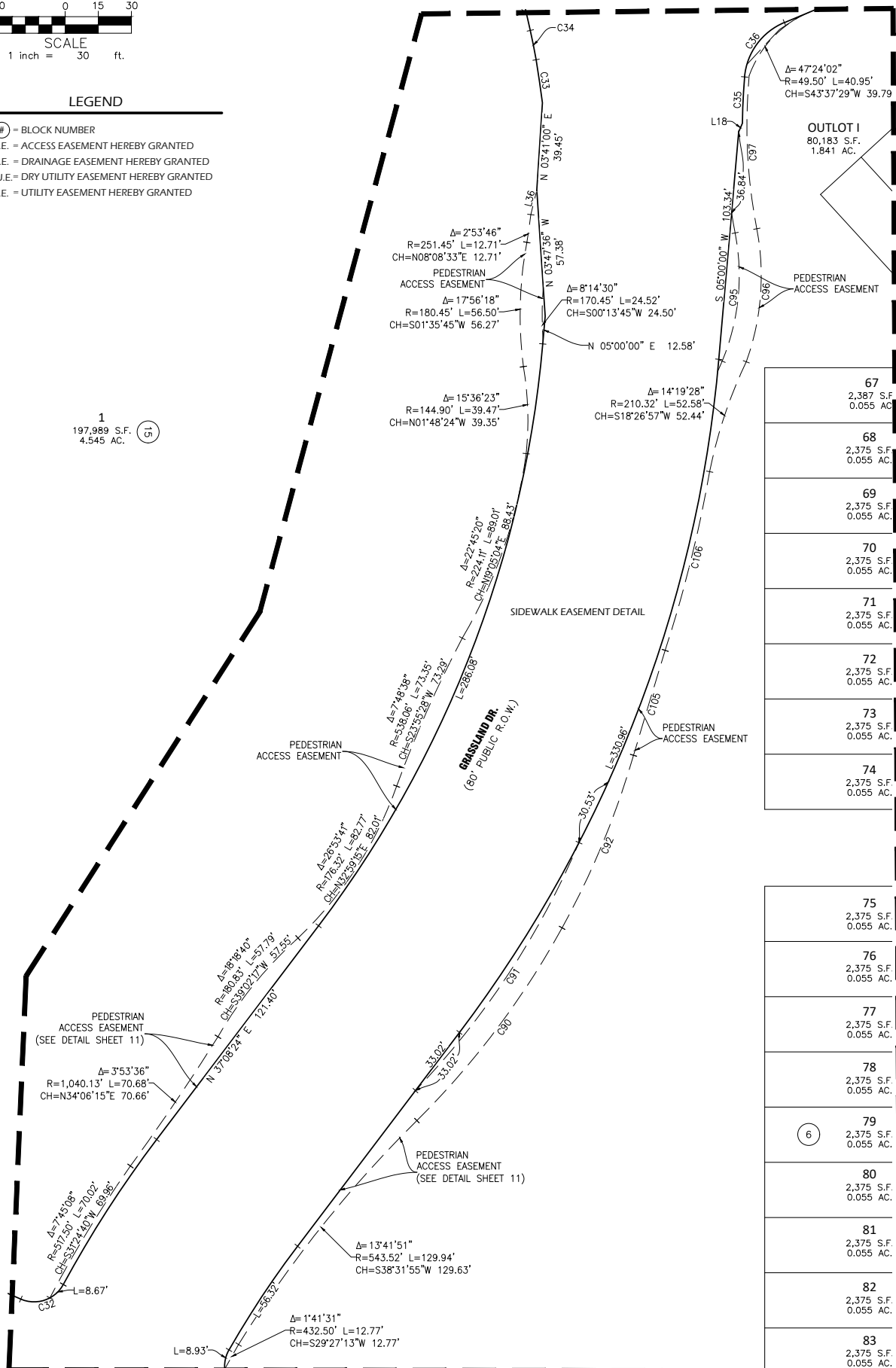
A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND

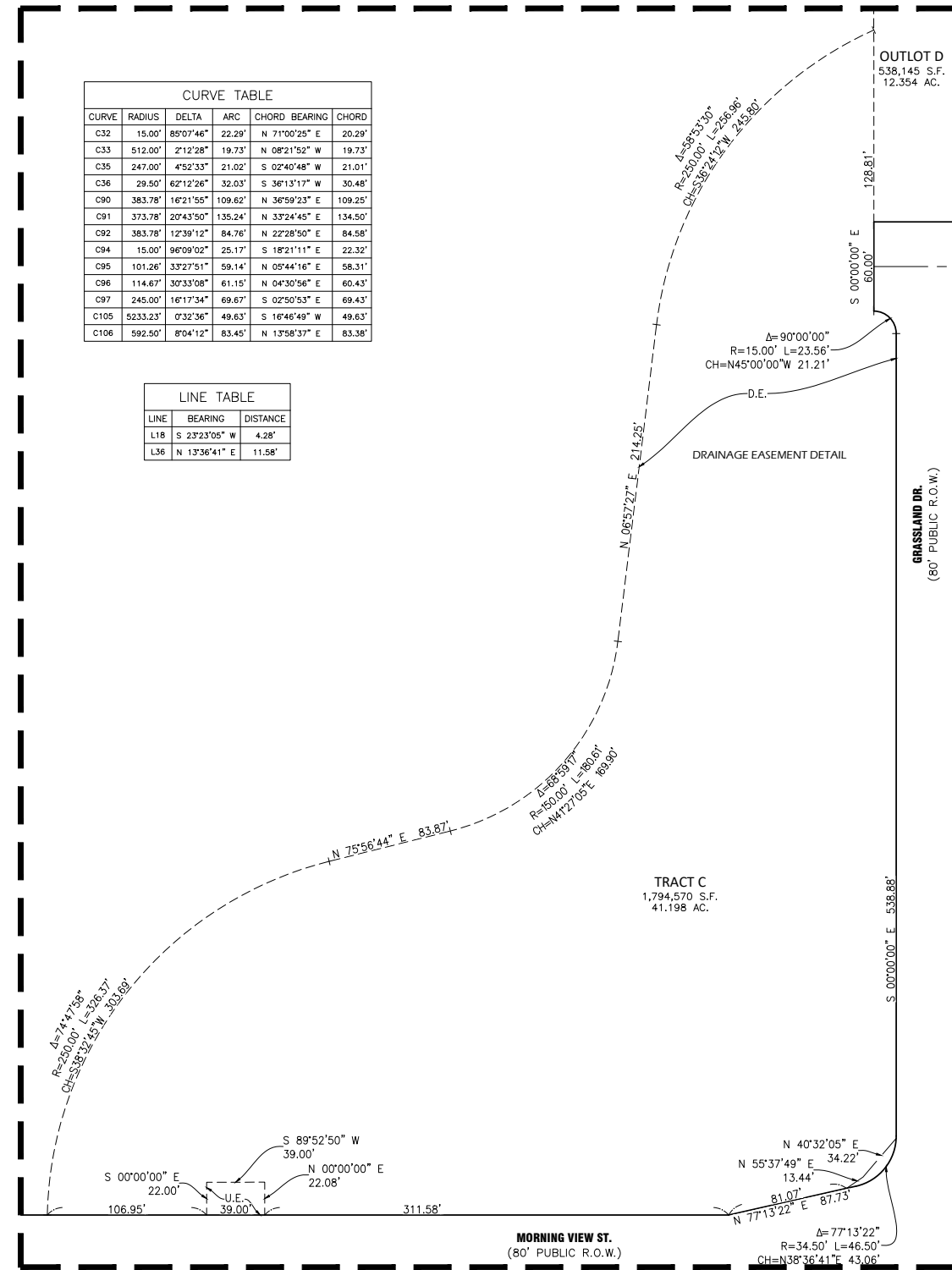
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- U.E. = UTILITY EASEMENT HEREBY GRANTED

1
197,989 S.F.
4.545 AC.



CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C32	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.29'
C33	512.00'	2°12'28"	19.73'	N 08°21'52" W	19.73'
C35	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C36	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C90	383.78'	16°21'55"	109.62'	N 36°59'23" E	109.25'
C91	373.78'	20°43'50"	135.24'	N 32°24'45" E	134.50'
C92	383.78'	12°39'12"	84.76'	N 22°28'50" E	84.58'
C94	15.00'	96°09'02"	25.17'	S 18°21'11" E	22.32'
C95	101.26'	33°27'51"	59.14'	N 05°44'16" E	58.31'
C96	114.67'	30°33'08"	61.15'	N 04°30'56" E	60.43'
C97	245.00'	16°17'34"	69.67'	S 02°50'53" E	69.43'
C105	5233.23'	0°32'36"	49.63'	S 16°46'49" W	49.63'
C106	592.50'	8°04'12"	83.45'	N 13°58'37" E	83.38'

LINE	BEARING	DISTANCE
L18	S 23°27'05" W	4.28'
L36	N 13°36'41" E	11.58'



No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		

Designed: DSB
 Prepared: JAV
 Approved: DSB

Job No.: 1060-08
 Scale Horiz: N/A
 Sheet: 11 of 11
 Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

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FOR AND ON BEHALF OF LJA SURVEYING, INC.

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Item #11

Know what's below.
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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

06-20-2023

REVISION DATE:

SHEET TITLE

COVER

SHEET NUMBER

C.0

SHEET 1 OF 36

NOT FOR CONSTRUCTION

PROJECT INTENT

THIS SUBDIVISION IS DESIGNED TO MEET THE INTENT OF THE GREAT PLAINS VILLAGE OUTLINE DEVELOPMENT PLAN (ODP). REVERE NORTH FILING NO. 1 & 2 INCLUDES A MIX OF LARGER SINGLE-FAMILY DETACHED LOTS (60' x 110'), SMALLER SINGLE-FAMILY DETACHED LOTS (50' x 110'), AND ALLEY-LOADED DUPLEX LOTS (25' x 90'). THE SUBDIVISION WILL RESULT IN ADDING HOUSING DIVERSITY TO MEET A VARIETY OF NEEDS IN THE JOHNSTOWN COMMUNITY. VEHICULAR ACCESS, PARKS, OPEN SPACE, AND PEDESTRIAN CONNECTIONS MEET THE REQUIREMENTS ESTABLISHED IN THE ODP, AS WELL AS THE TOWN MUNICIPAL CODE AND DESIGN GUIDELINES. FILING NO.1 & 2 WILL BE A QUALITY COMMUNITY WITH A METRO DISTRICT RESPONSIBLE FOR MAINTENANCE OF ALL DETENTION PONDS, COMMON AREA LANDSCAPING, PARKS, AND OPEN SPACE. PERIMETER LANDSCAPING WILL ENHANCE THE QUALITY OF THE COMMUNITY AND WILL BE MAINTAINED THROUGHOUT THE DEVELOPMENT.

LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°03'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

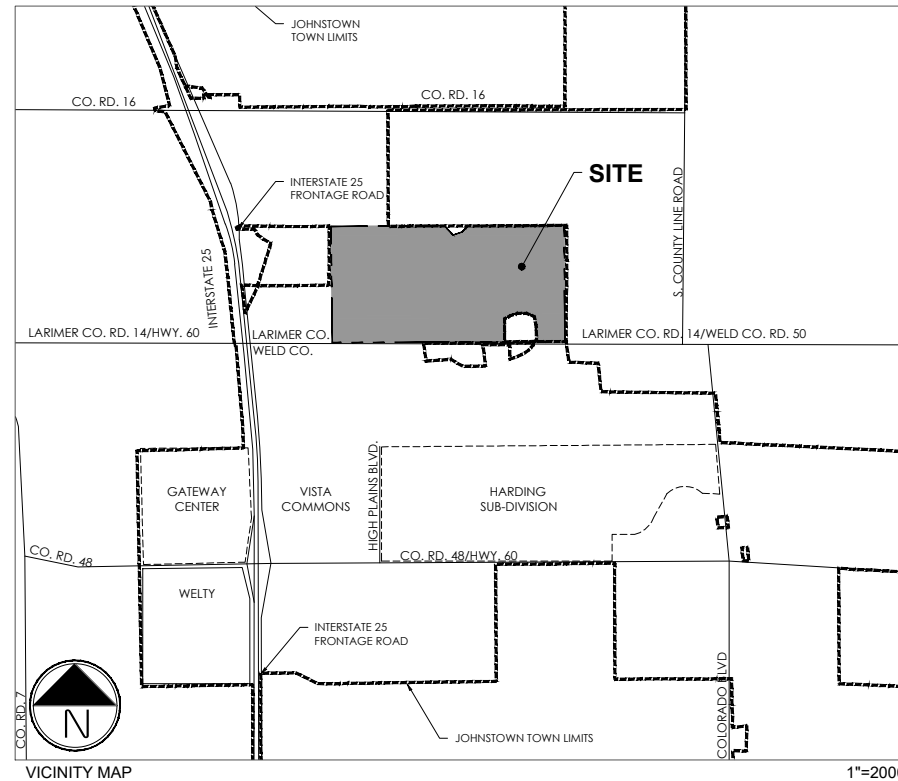
THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;



APPROVALS

TOWN COUNCIL

THIS PRELIMINARY DEVELOPMENT PLAN, TO BE KNOWN AS REVERE NORTH FILING NO. 1 PDP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

REVERE NORTH GENERAL NOTES

- A. ALL UNPLATTED PROPERTY (PER THE FINAL PLAT SUBDIVISION PROCESS) WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.
- B. FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE IN ACCORDANCE WITH THE APPLICABLE FINAL DRAINAGE REPORTS AND PLANS.
- C. THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES.
- D. NO ARCHAEOLOGICAL OR HISTORIC AREAS HAVE BEEN IDENTIFIED ON THE SITE.
- E. NO FLOODPLAINS OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED ON THE SITE.
- F. 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 PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- G. LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN 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 OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- H. THIS PRELIMINARY DEVELOPMENT PLAN IS UNDER TOWN OF JOHNSTOWN CASE NUMBER: SUB22-0007.
- I. TRACTS A, B, C, AND D HAVE BEEN RESERVED FOR FUTURE DEVELOPMENT. WATER DEDICATION AND STORM DRAINAGE IMPACT FEES FOR THESE LOTS WILL BE SATISFIED CONCURRENT WITH THE RE-PLAT OF EACH RESPECTIVE LOT.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE PUD (OUTLINE, PRELIMINARY, OR FINAL DEVELOPMENT PLANS) DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL CODE AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.

SHEET INDEX

1	COVER
2	HOUSING TYPE PLAN
3	LOT TYPICALS
4	TYPICAL SECTIONS & NOTES
5	OVERALL PLAN
6-11	SITE PLANS
12-25	LANDSCAPE PLANS
26-28	LANDSCAPE NOTES & DETAILS
29	LOT TYPICALS (LANDSCAPE)
30-31	ARCHITECTURAL CHARACTER IMAGERY
32	OPEN SPACE PLAN
33	CIRCULATION PLAN
34	PARKING PLAN
35	FENCING PLAN
36	PLANNING AREA PLAN

OWNER/APPLICANT

JIM HAYES
FORESTAR REAL ESTATE GROUP INC
188 INVERNESS DRIVE WEST
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ENGLEWOOD, CO 80112
303-754-3290
JamesHayes@Forestar.com

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PLANNER

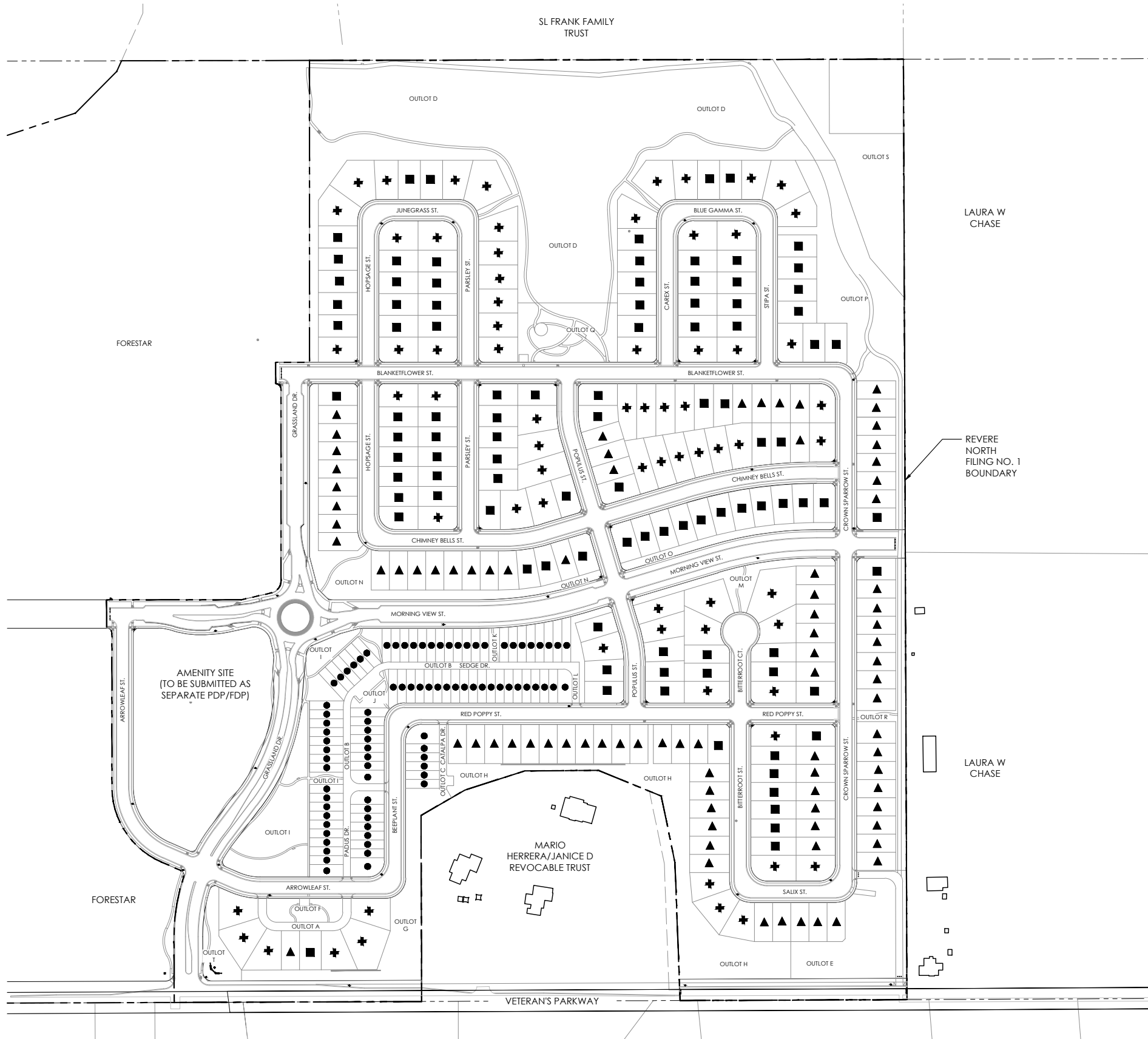
JEFF MARCK
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303-632-8867
jmarck@terracinadesign.com

SURVEYOR

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303-421-4224
debrown@ljasurvey.com

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



LEGEND

- SINGLE FAMILY ATTACHED
- ▲ SINGLE FAMILY DETACHED <6,000 S.F.
- SINGLE FAMILY DETACHED 6,000-7,000 S.F.
- ✦ SINGLE FAMILY DETACHED >7,000 S.F.

RESIDENTIAL LOT TYPE DATA				
PLANNING AREA	ACRES	HOUSING TYPE	# OF UNITS	% OF UNITS
PA-4A	12.6	SINGLE FAMILY DETACHED <6,000 S.F.	17	5.0%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	38	11.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
SUBTOTAL	12.6		79	23.2%
PA-5	12.5	SINGLE FAMILY DETACHED <6,000 S.F.	15	4.4%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	40	11.8%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
SUBTOTAL	12.5		79	23.2%
PA-7	5.0	SINGLE FAMILY ATTACHED	86	25.3%
		SINGLE FAMILY DETACHED <6,000 S.F.	53	15.6%
	14.4	SINGLE FAMILY DETACHED 6,000-7,000 S.F.	21	6.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	21	6.2%
SUBTOTAL	19.4		181	53.2%
AMENITY SITE			1	0.3%
TOTAL	44.5		340	100.0%

NOTES:
1. TOTAL ACREAGE IN THE ABOVE TABLE REPRESENTS THE ACREAGE OF RESIDENTIAL LOTS ONLY.



PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

**HOUSING TYPE
PLAN**

SHEET NUMBER

C.1

SHEET 2 OF 36

NOT FOR CONSTRUCTION

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REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #11

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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY/FINAL DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE: 06-20-2023
REVISION DATE:

SHEET TITLE

LOT TYPICALS

SHEET NUMBER

C.2

SHEET 3 OF 36

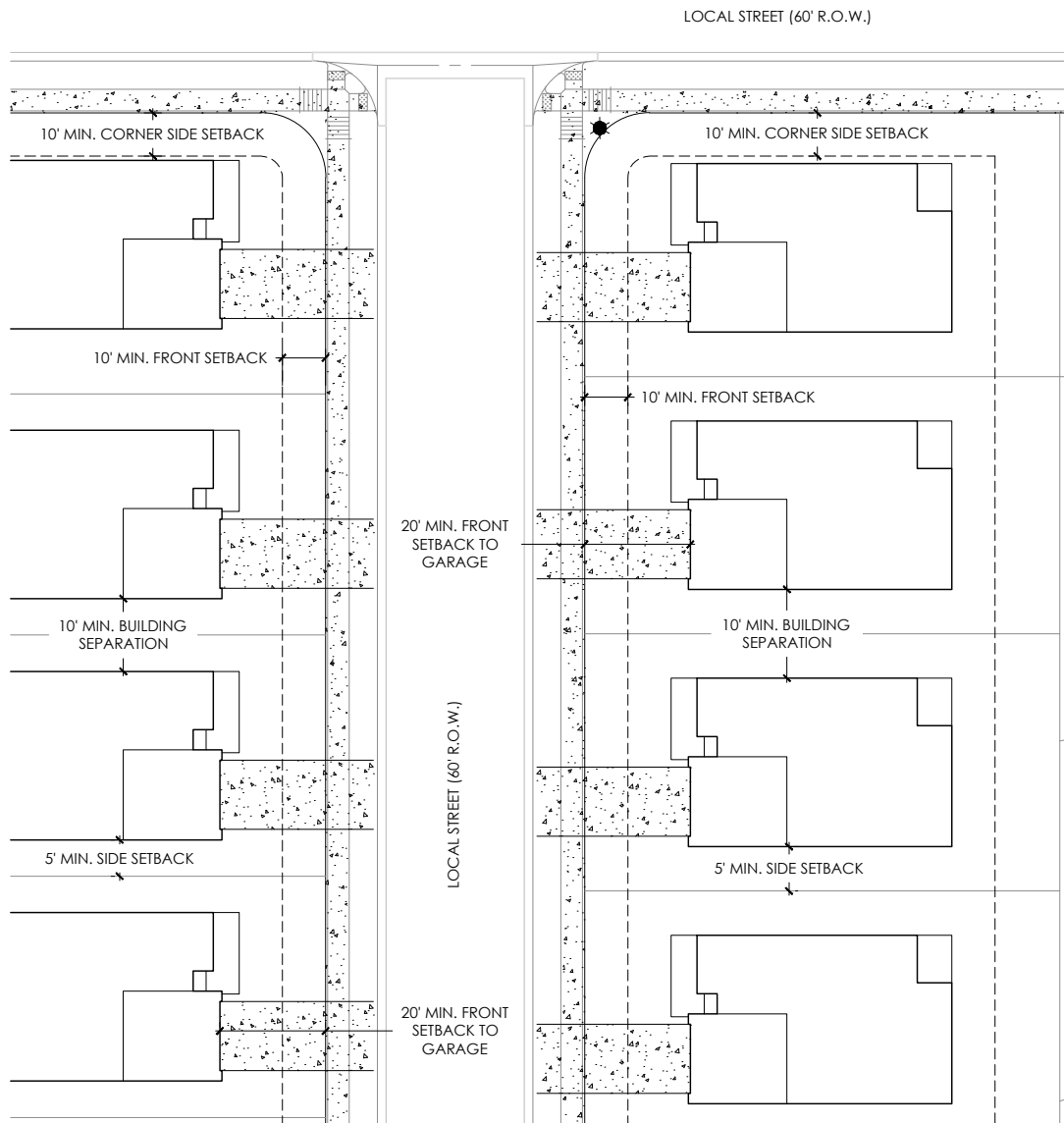


EXHIBIT A - SINGLE FAMILY DETACHED LOT TYPICAL

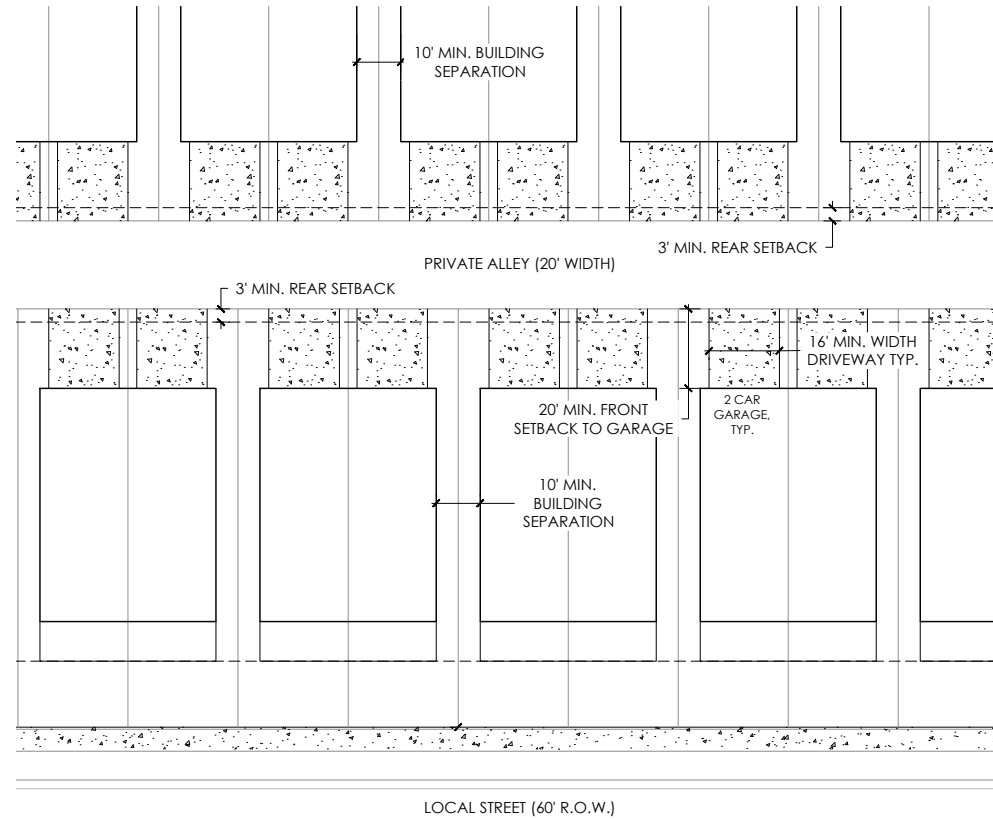
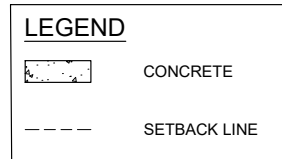


EXHIBIT B - SINGLE FAMILY ATTACHED ALLEY-LOADED LOT TYPICAL

LAND USE DEVELOPMENT STANDARDS MATRIX

RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX

SINGLE FAMILY DETACHED (SFD) RESIDENTIAL

PRINCIPAL USE	R-M
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO COVERED PORCH	5'
FRONT SETBACK TO GARAGE	20'
SIDE SETBACK MINIMUM	5'
*BUILDING SEPARATION	10'
REAR SETBACK - FRONT LOAD	15'
REAR SETBACK - CLUSTER	10'
REAR SETBACK - ALLEY LOAD	3'
SIDE (CORNER) SETBACK	10'

ACCESSORY USE	R-M
MAXIMUM HEIGHT	15'
FRONT SETBACK	20'
SIDE SETBACK	3'*
REAR SETBACK	5'
REAR SETBACK (ALLEY LOAD GARAGE)	3'
SIDE (CORNER) SETBACK	15'

*OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)

NOTE: SETBACKS ONLY APPLY TO FILING NO. 1. FUTURE FILINGS ARE SUBJECT TO THE SETBACKS ESTABLISHED IN THE ODP UNLESS AMENDED THROUGH THE PDP/FDP PROCESS.

LAND USE DEVELOPMENT STANDARDS MATRIX

RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX

SINGLE FAMILY ATTACHED (SFA) RESIDENTIAL

PRINCIPAL USE	R-M
FRONT SETBACK TO BUILDING FACE	15'
FRONT SETBACK TO COVERED PORCH	10'
SIDE SETBACK MINIMUM	0'
*BUILDING SEPARATION	10'
REAR SETBACK	15'
REAR SETBACK - ALLEY LOAD GARAGE	3'*
SIDE (CORNER) SETBACK	15'

ACCESSORY USE	R-M
MAXIMUM HEIGHT	15'
FRONT SETBACK	20'
SIDE SETBACK	5'
REAR SETBACK - NON GARAGE	10'
REAR SETBACK (ALLEY LOAD GARAGE)	3'*
SIDE (CORNER) SETBACK	15'

*OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)

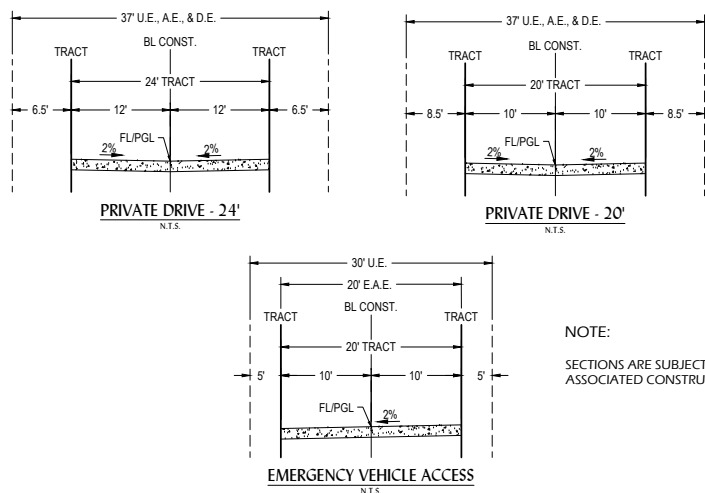


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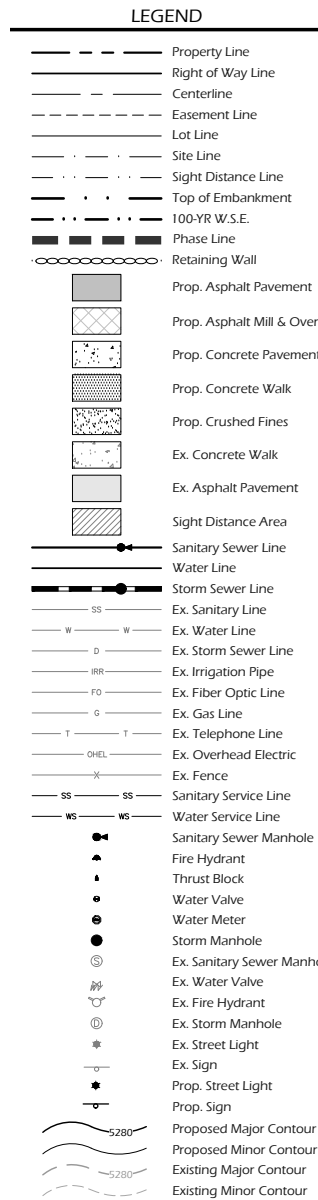
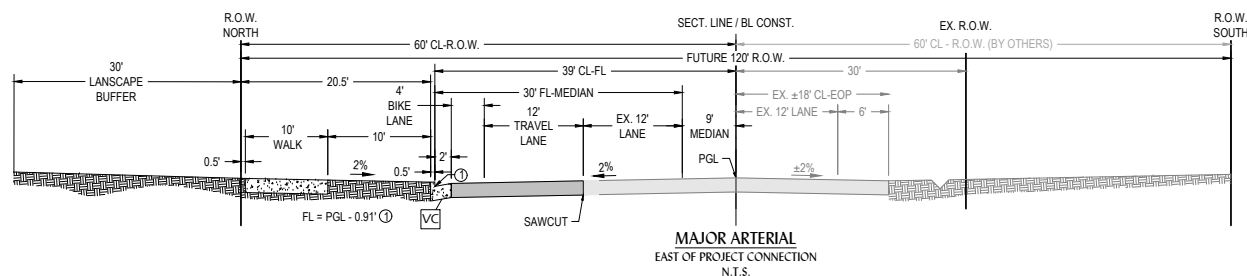
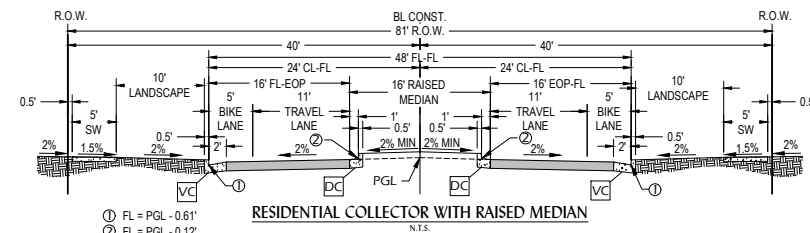
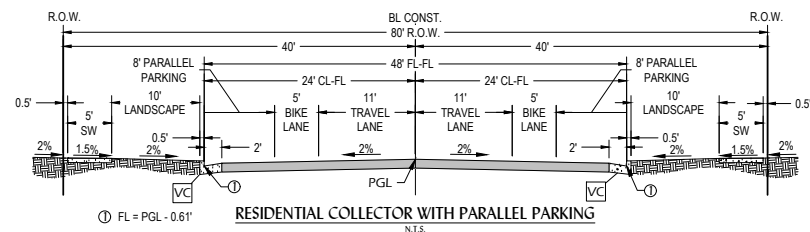
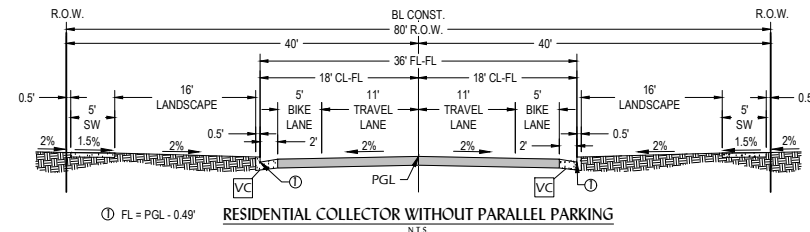
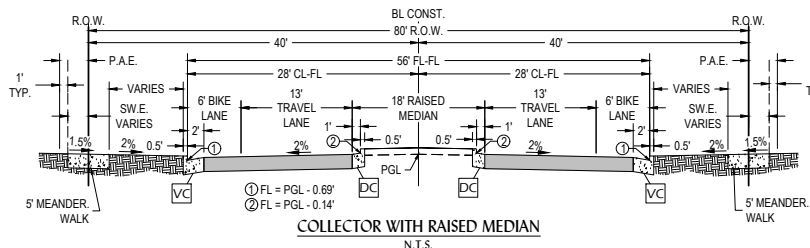
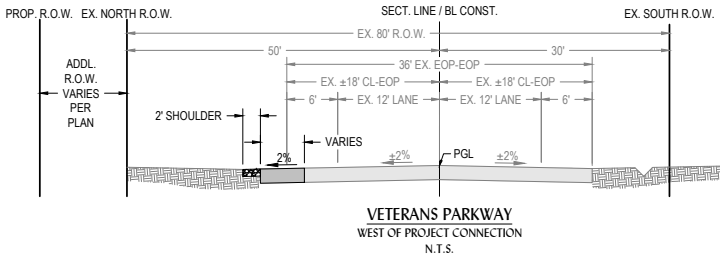
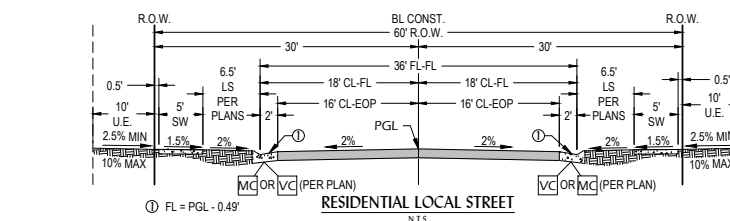


NOT FOR CONSTRUCTION

REVERE NORTH FILING NO. 1 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



NOTE:
SECTIONS ARE SUBJECT TO TOWN APPROVAL VIA ASSOCIATED CONSTRUCTION DOCUMENT REVIEW



GENERAL ABBREVIATIONS	
A.E.	ACCESS EASEMENT
BKL	BIKE LANE
BL CONST	BASELINE OF CONSTRUCTION
BS	BOTTOM ELEVATION OF RISE BY SEPARATE INSTRUMENT
B.S.I.	BOTTOM ELEVATION OF RISE BY SEPARATE INSTRUMENT
CDS	CUL-DE-SAC
CE	CURB EXTENSION
CL	CENTERLINE
CT	CURB TRANSITION
CWN	CROWN
DBO	DESIGN BY OTHERS
DC	MEDIAN CURB & GUTTER
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
EOA	EDGE OF ASPHALT
EOP	EDGE OF PAVEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT
E.A.T.T.E.	EXISTING AT&T EASEMENT
E.P.E.	EXISTING PIPELINE EASEMENT
FES	FLARED END SECTION
FGB	FINISHED GROUND AT BOTTOM WALL ELEVATION
FGT	FINISHED GROUND AT TOP WALL ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
FV	FIELD VERIFY
G	FINISHED GROUND
G.E.	GAS EASEMENT
G.O.E.	GAS & OIL EASEMENT
GV	GATE VALVE
HP	HIGH POINT
I.E.	IRRIGATION EASEMENT
LL	LOT LINE
LP	LOW POINT
LTWD	LITTLE THOMPSON WATER DISTRICT
MC	MOUNTABLE CURB & GUTTER
MH	MANHOLE
MSE	MECHANICALLY STABILIZED EARTH
P	PAVEMENT
P&P	PLAN & PROFILE
P.A.E.	PUBLIC ACCESS EASEMENT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCR	POINT OF CURB RETURN
PERF.	PREPARED
PGL	PROFILE GRADE LINE
PI	POINT OF INFLECTION
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R.O.W.	RIGHT OF WAY
RN	RECORDING NUMBER
S.E.	SANITARY EASEMENT
SEC	SECTION LINE
SL	SANITARY LINE
SS	SANITARY SERVICE
SW	SIDEWALK
S.W.E.	SIDEWALK EASEMENT
TB	THRUST BLOCK
TC	TOP OF CURB
T.C.E.	TEMP. CONSTRUCTION EASEMENT
TRANS.	TRANSITION
T.R.E.	TRANSPORTATION EASEMENT
TD	TOP ELEVATION OF RISER
UD	UNDERDRAIN
U.E.	UTILITY EASEMENT
U.G.E.	UTILITY & GAS EASEMENT
VC	VERTICAL CURB & GUTTER
W.E.	WATER EASEMENT
WL	WATER LINE
WS	WATER SERVICE
W.S.W.	WATER SURFACE ELEVATION
WV	WATER VALVE

OUTLOT SUMMARY					
	USE	OWNED	MAINTAINED	SO. FT.	ACRES
OUTLOT A	ACCESS & DRAINAGE & UTILITY	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	8,662	0.199
OUTLOT B	ACCESS & DRAINAGE & UTILITY	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	29,754	0.683
OUTLOT C	ACCESS & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	4,180	0.096
OUTLOT D	DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	538,145	12.354
OUTLOT E	DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	65,994	1.515
OUTLOT F	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	13,945	0.320
OUTLOT G	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	53,071	1.218
OUTLOT H	LANDSCAPE, PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	94,741	2.175
OUTLOT I	LANDSCAPE, PED ACCESS, & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	80,183	1.841
OUTLOT J	LANDSCAPE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	5,866	0.135
OUTLOT K	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	2,878	0.066
OUTLOT L	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	7,049	0.162
OUTLOT M	LANDSCAPE, PED ACCESS, & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	19,365	0.445
OUTLOT N	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	50,374	1.156
OUTLOT O	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	13,468	0.309
OUTLOT P	LANDSCAPE, PED ACCESS, & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	109,721	2.519
OUTLOT Q	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	46,776	1.074
OUTLOT R	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	28,160	0.646
OUTLOT S	PARK & LANDSCAPE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	124,467	2.857
OUTLOT T	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	15,747	0.362
				TOTAL AREA	1,312,548 30.132

STREET SUMMARY	
STREET TYPE	NAME
PRIVATE DRIVE - 20'	PADUS DR, SEDGE DR, CATALPA DR, DRIVE B & C
PRIVATE DRIVE - 24'	DRIVE A
RESIDENTIAL LOCAL STREET	BLANKETFLOWER ST, CROWN SPARROW ST, SALIX ST, BITTERROOT ST, BITTERROOT CT, ARROWLEAD ST, BEEPLANT ST, RED POPPY ST, HOPSAGE ST, CHIMNEY BELLS ST, PARSLEY ST, JUNEGRASS ST, CAREX ST, BLUE GAMMA ST, STIPA ST, POPULUS ST
COLLECTOR W/ FLUSH MEDIAN	MORNING VIEW ST
COLLECTOR W/ RAISED MEDIAN	GRASSLAND DR
RESIDENTIAL COLLECTOR W/ RAISED MEDIAN	GRASSLAND DR
RESIDENTIAL COLLECTOR W/ PARALLEL PARKING	MORNING VIEW ST
RESIDENTIAL COLLECTOR W/O PARALLEL PARKING	MORNING VIEW ST
MAJOR ARTERIAL	VETERANS PARKWAY, HIGH PLAINS BLVD
EMERGENCY VEHICLE ACCESS - 20'	EVA

LAND USE TABLE				
	LOT NO.	SO. FT.	ACRES	%
LOT AREA - RESIDENTIAL	339	1,937,869	44.487	14.4%
LOT AREA - AMENITY SITE (BLK 15 LOT 1)	1	197,989	4.545	1.5%
RIGHT OF WAY AREA		1,853,077	42.541	13.7%
TRACT AREA - FUTURE DEVELOPMENTS (A, B, C, D)		8,178,687	187.757	60.7%
OUTLOTS - PRIVATE DRIVES (A, B, C)		42,596	0.978	0.3%
OUTLOTS - DETENTION PONDS (D, E)		604,140	13.869	4.5%
OUTLOTS - OPEN AREAS (F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T)		665,812	15.285	4.9%
TOTALS	340	13,480,170	309.462	100%

LOT SUMMARY		
TOWNHOME LOTS	LOT COUNT	LOT SIZE
SINGLE FAMILY HOME LOTS	86	2375 SF - 4717 SF
	83	5610 SF - 5999 SF
	138	6000 SF - 7999 SF
	32	8000 SF - 200,000 SF
FUTURE DEVELOPMENT LOTS	1	200,000+ SF
TOTAL LOTS	340	

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REVISION DATE:

SHEET TITLE

TYPICAL SECTIONS & NOTES

SHEET NUMBER

C.3

SHEET 4 OF 36



PROJECT NAME

REVERE NORTH FILING NO. 1
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SUBMITTAL DATE:
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SHEET NUMBER

C.3

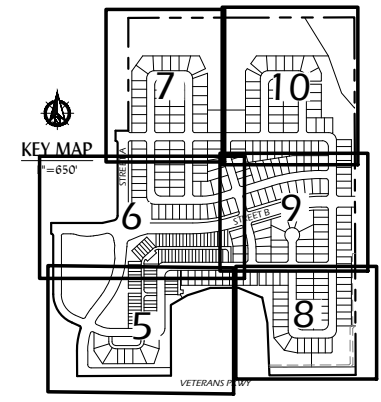
SHEET 4 OF 36

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REVERE NORTH FILING NO. 1 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

NOTES:

1. SEE SHEET 3 (C.3) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT, AND LEGEND.
2. ALL FL CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



811
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terraco design
10200 E Grand Ave., A-314
Denver, CO 80231
ph: 303.632.8867

LJA ENGINEERING

PROJECT NAME

**REVERE NORTH FILING NO. 1
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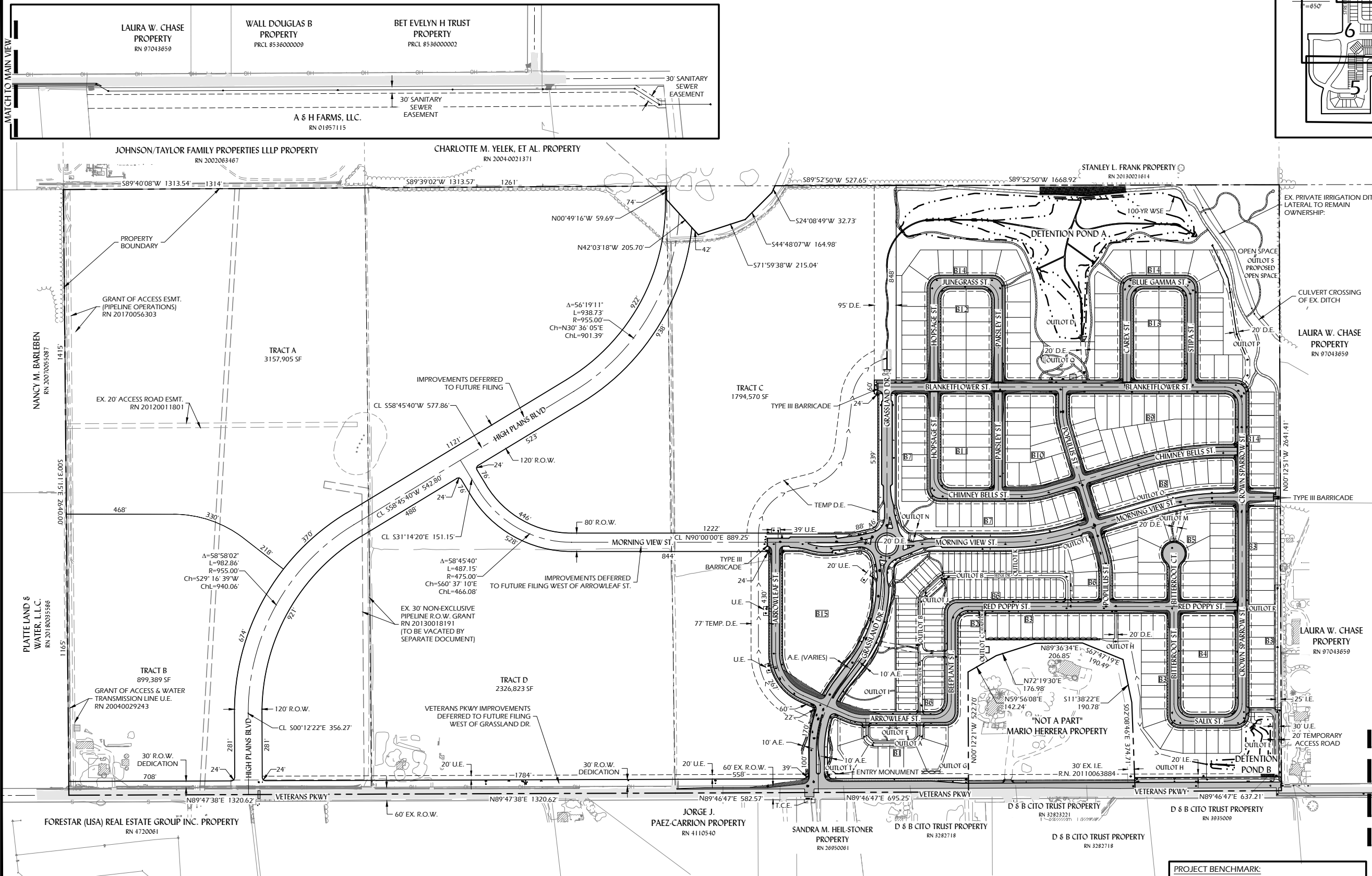
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OVERALL PLAN

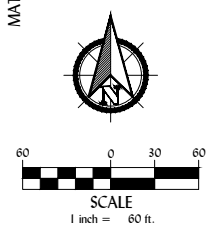
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C.4

SHEET 5 OF 36

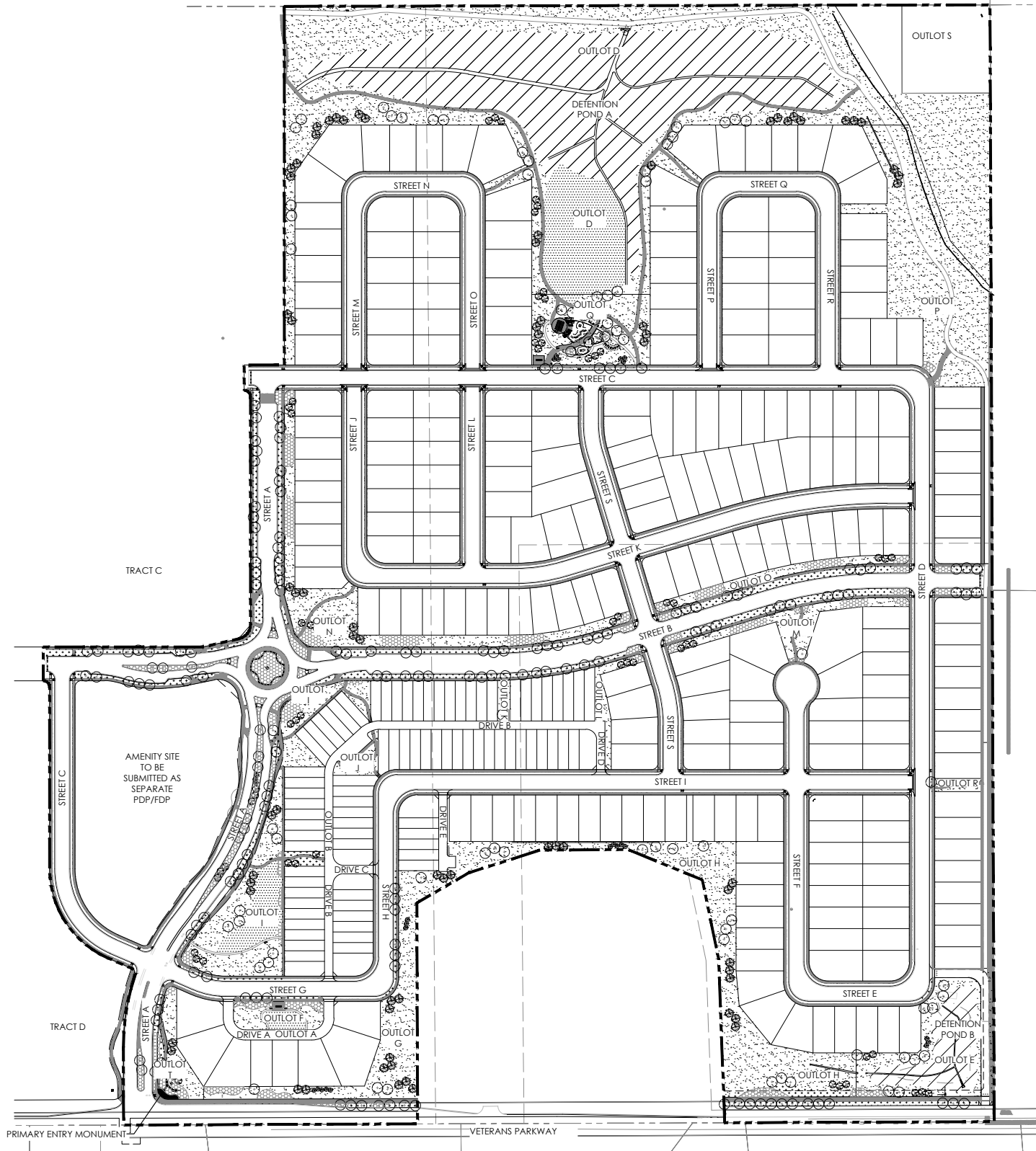


PROJECT BENCHMARK:
NGS CONTROL POINT "JOHNSON BEING A" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.
DATUM ELEV. = 5000.64 (NAVD88)

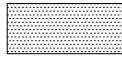
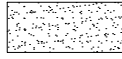


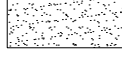







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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



LEGEND

-  DROUGHT TOLERANT SOD
-  IRRIGATED NATIVE GRASS
-  NON-IRRIGATED NATIVE GRASS
-  LOW GROW NATIVE GRASS
-  CRUSHER FINES
-  SHRUB BED
-  CONCRETE
-  DECIDUOUS SHADE TREES
-  EVERGREEN TREES
-  ORNAMENTAL TREES



Item #11

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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

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REVISION DATE:

SHEET TITLE

OVERALL
LANDSCAPE PLANS

SHEET NUMBER

L.1

SHEET 12 OF 36

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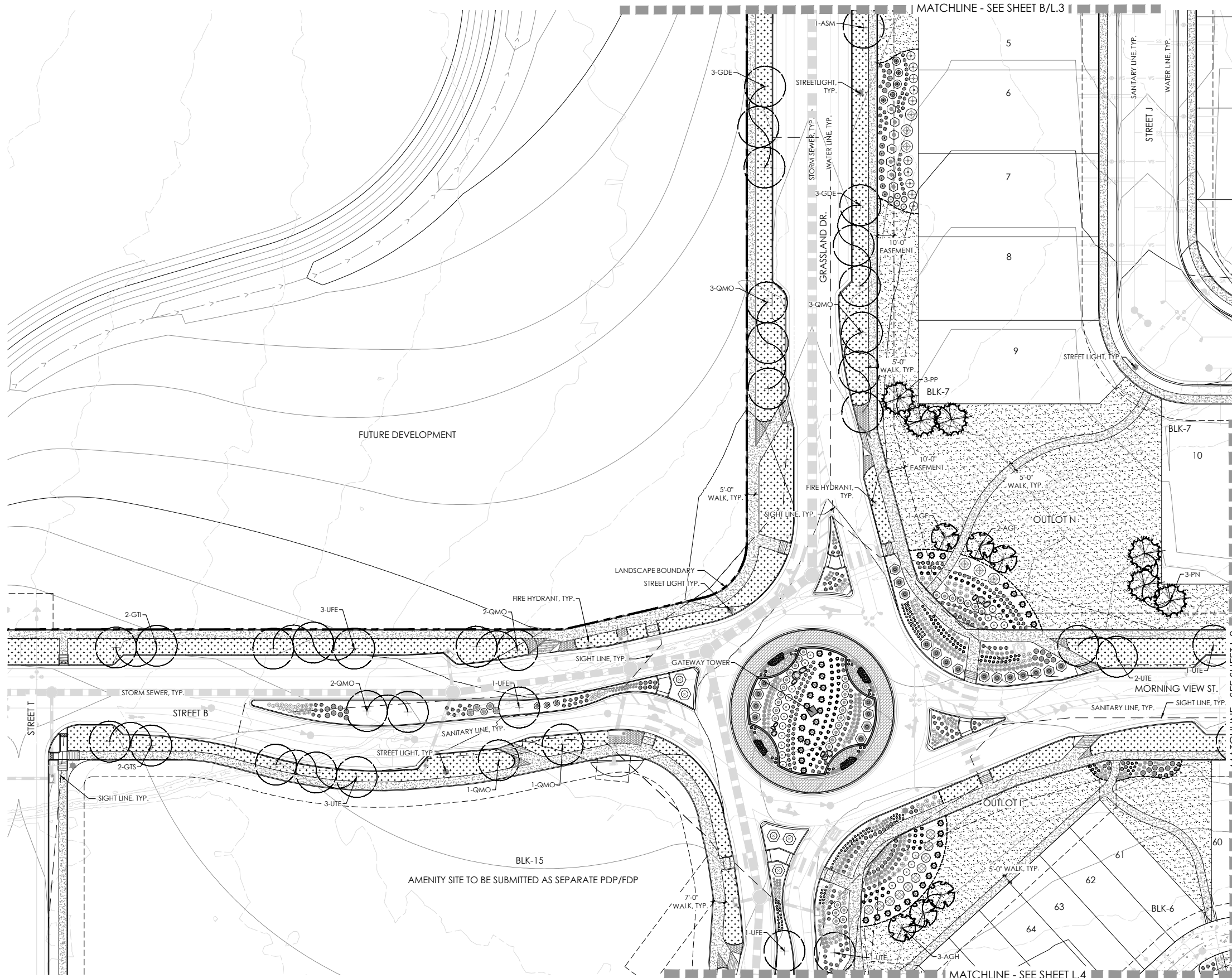
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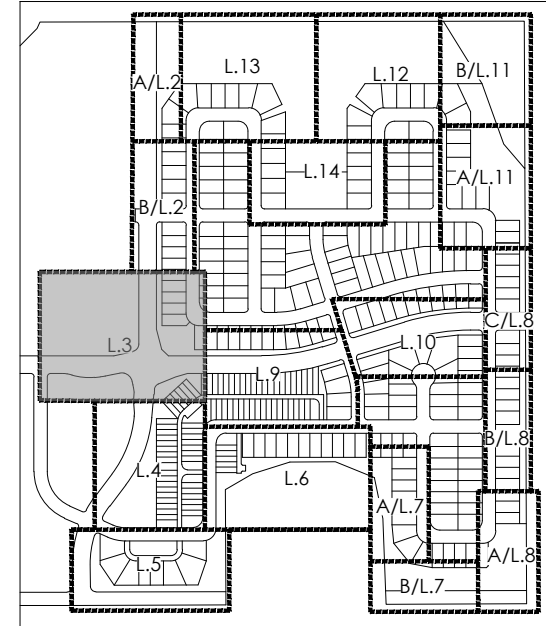
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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES



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Scale: 1" = 30'-0"



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TOWN OF JOHNSTOWN, COLORADO

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SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

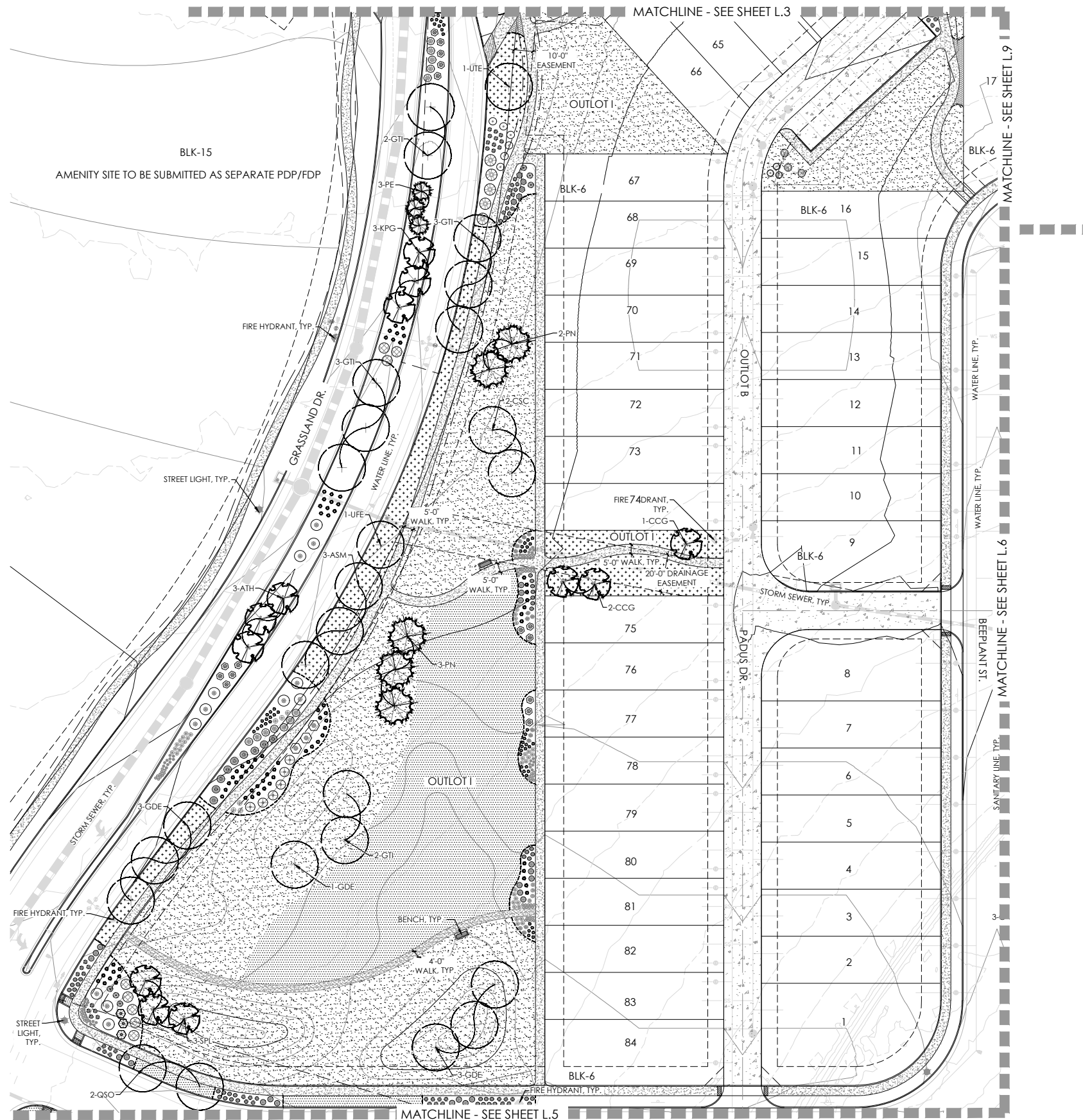
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SHEET 14 OF 36

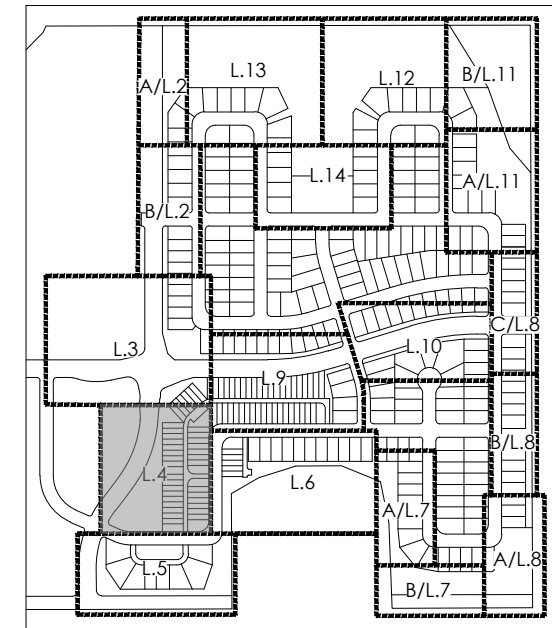
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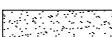
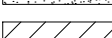
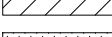
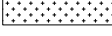







KEY MAP



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LEGEND

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Scale: 1" = 30'-0"



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SHEET TITLE

LANDSCAPE PLANS

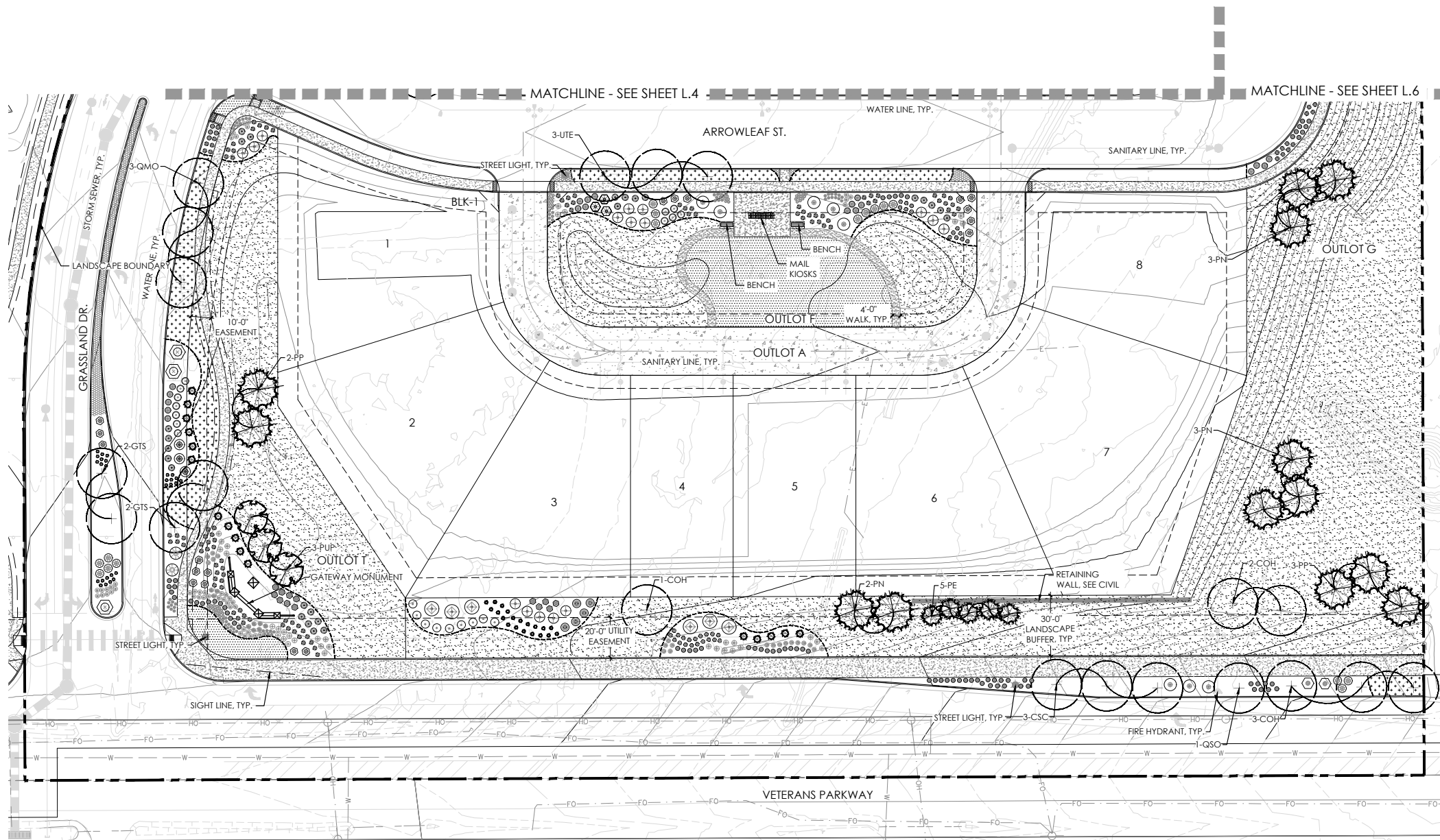
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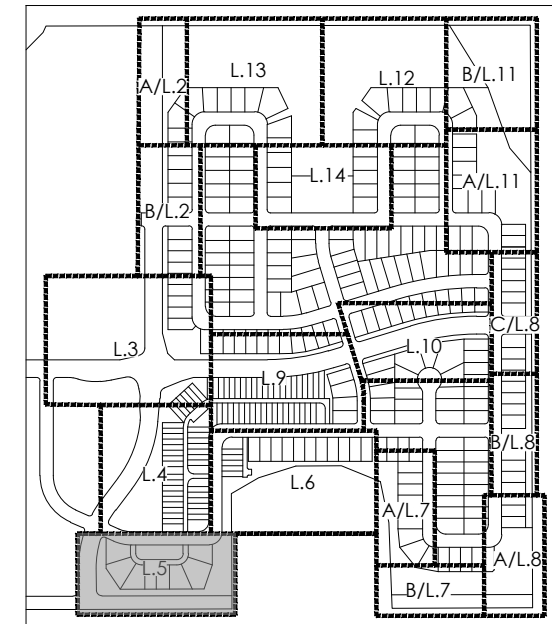
SHEET 15 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

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SUBMITTAL DATE:

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SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.5

SHEET 16 OF 36

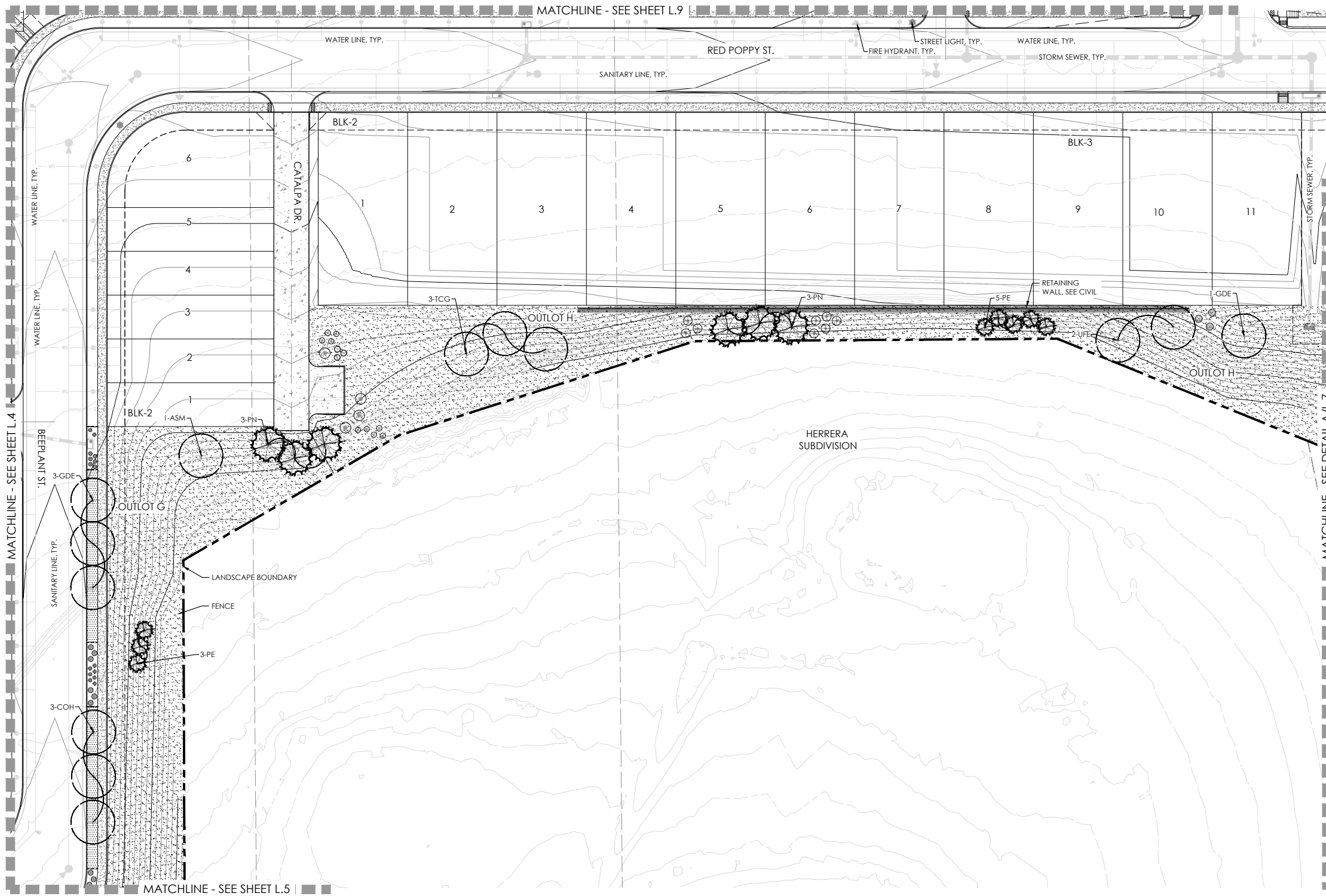


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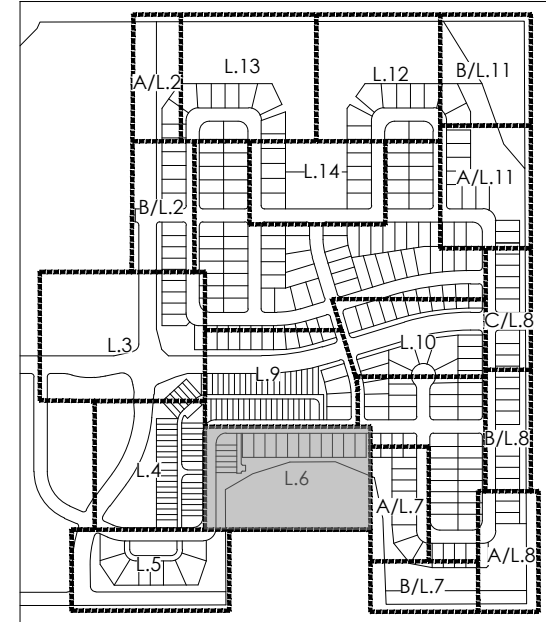


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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

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SHEET TITLE

LANDSCAPE PLANS

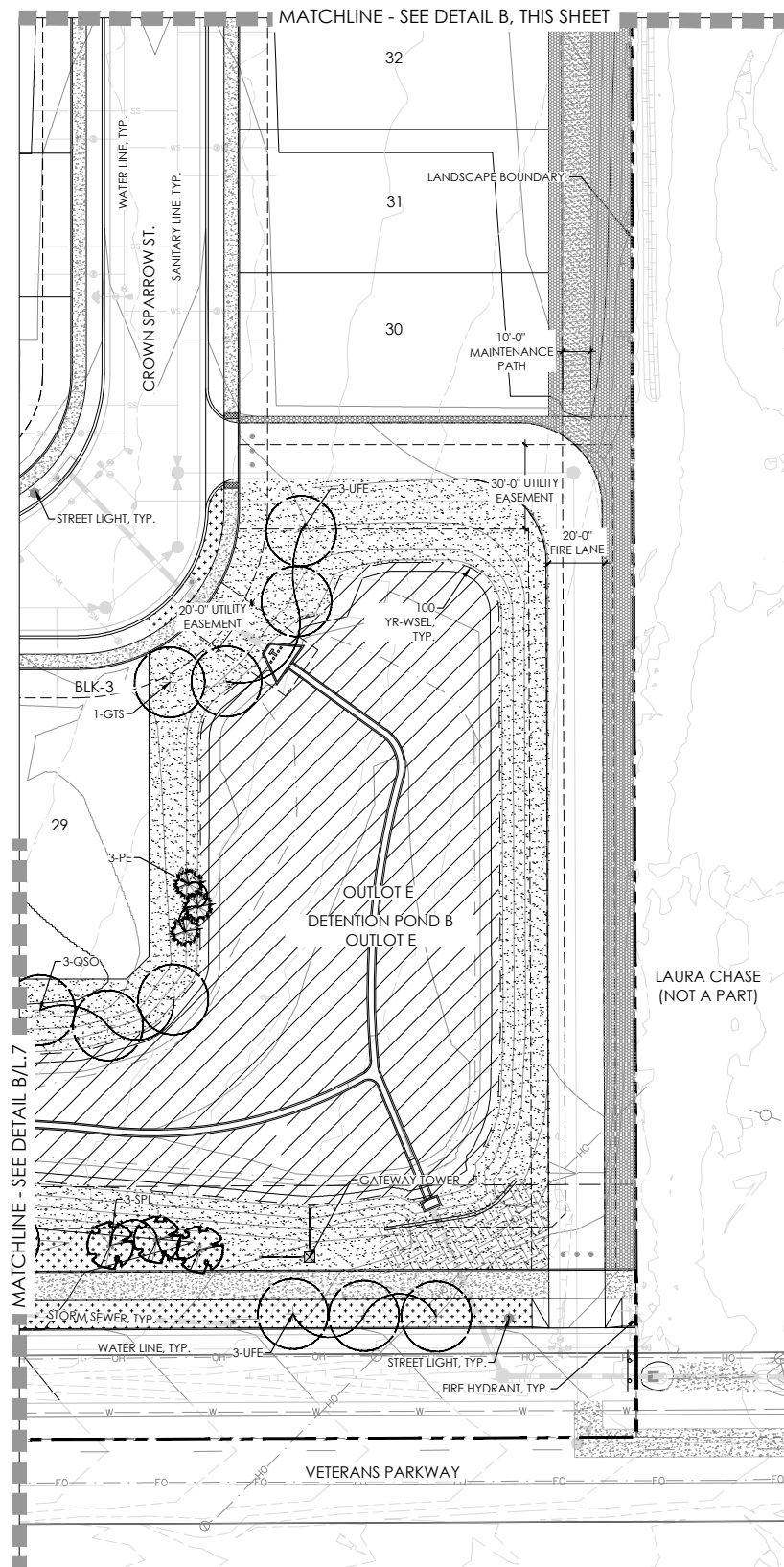
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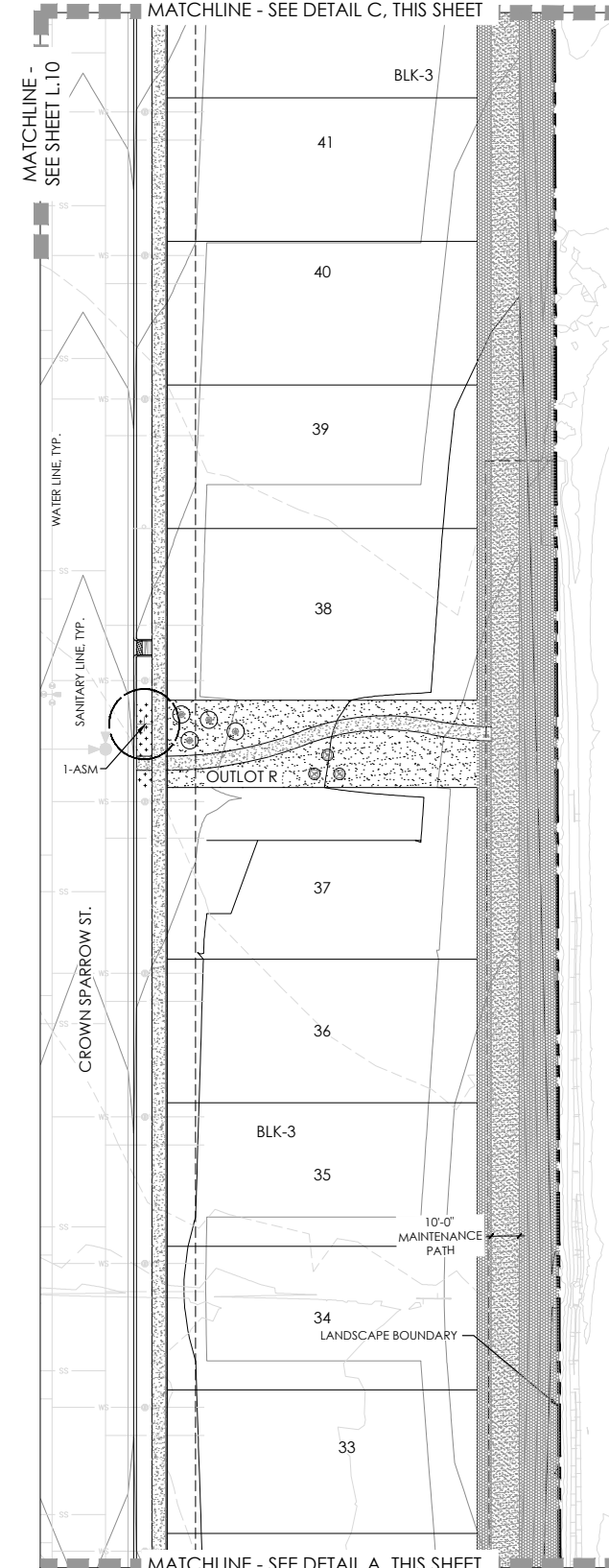
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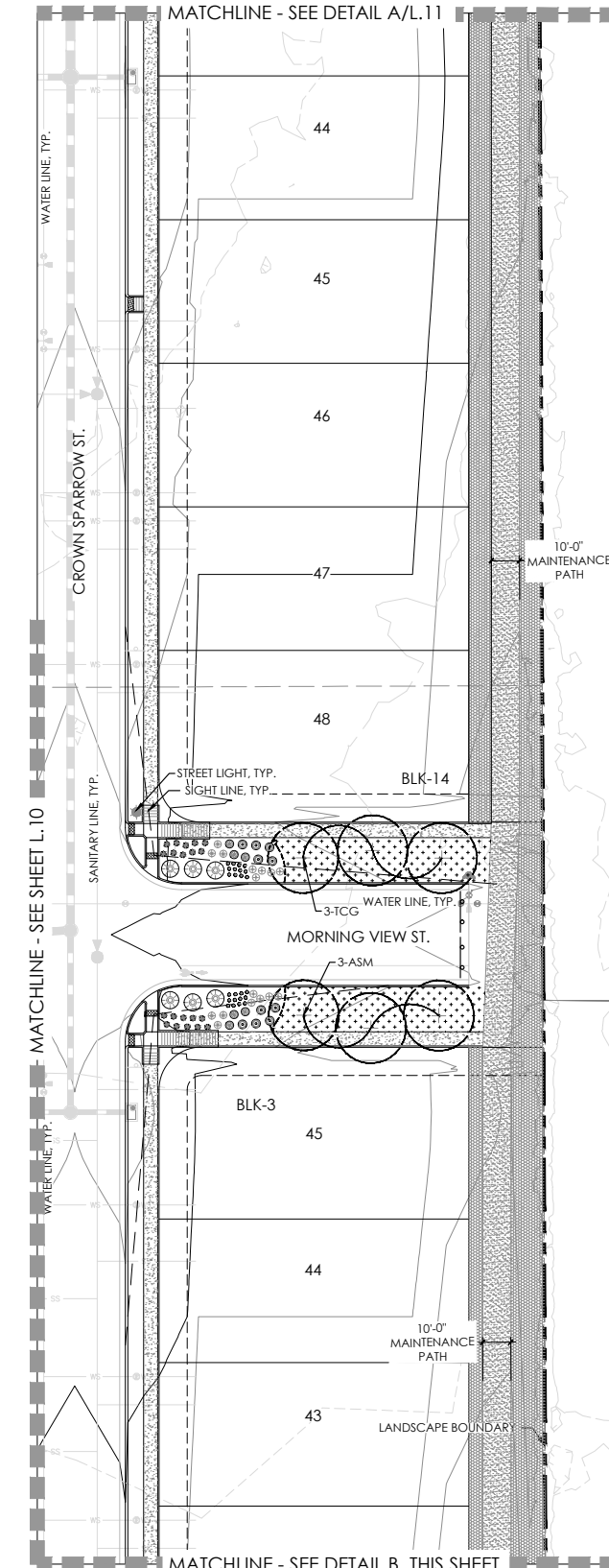
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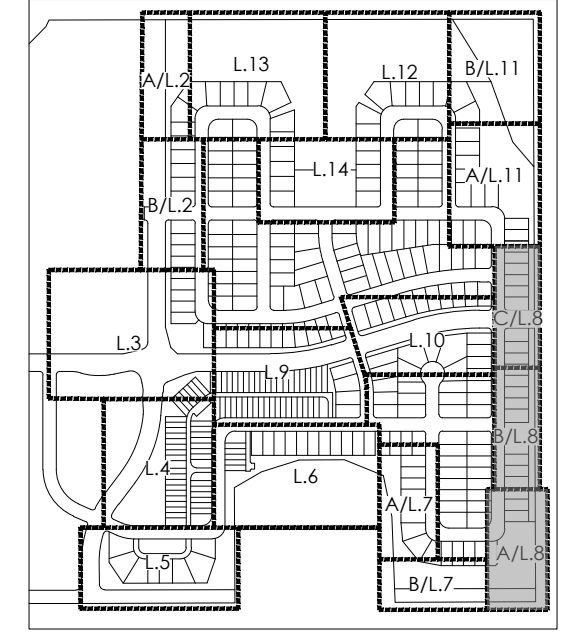


B



C

KEY MAP



NOT TO SCALE

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Scale: 1" = 30'-0"
0 15 30 60



Item #11



PROJECT NAME

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TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:
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SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.8

SHEET 19 OF 36

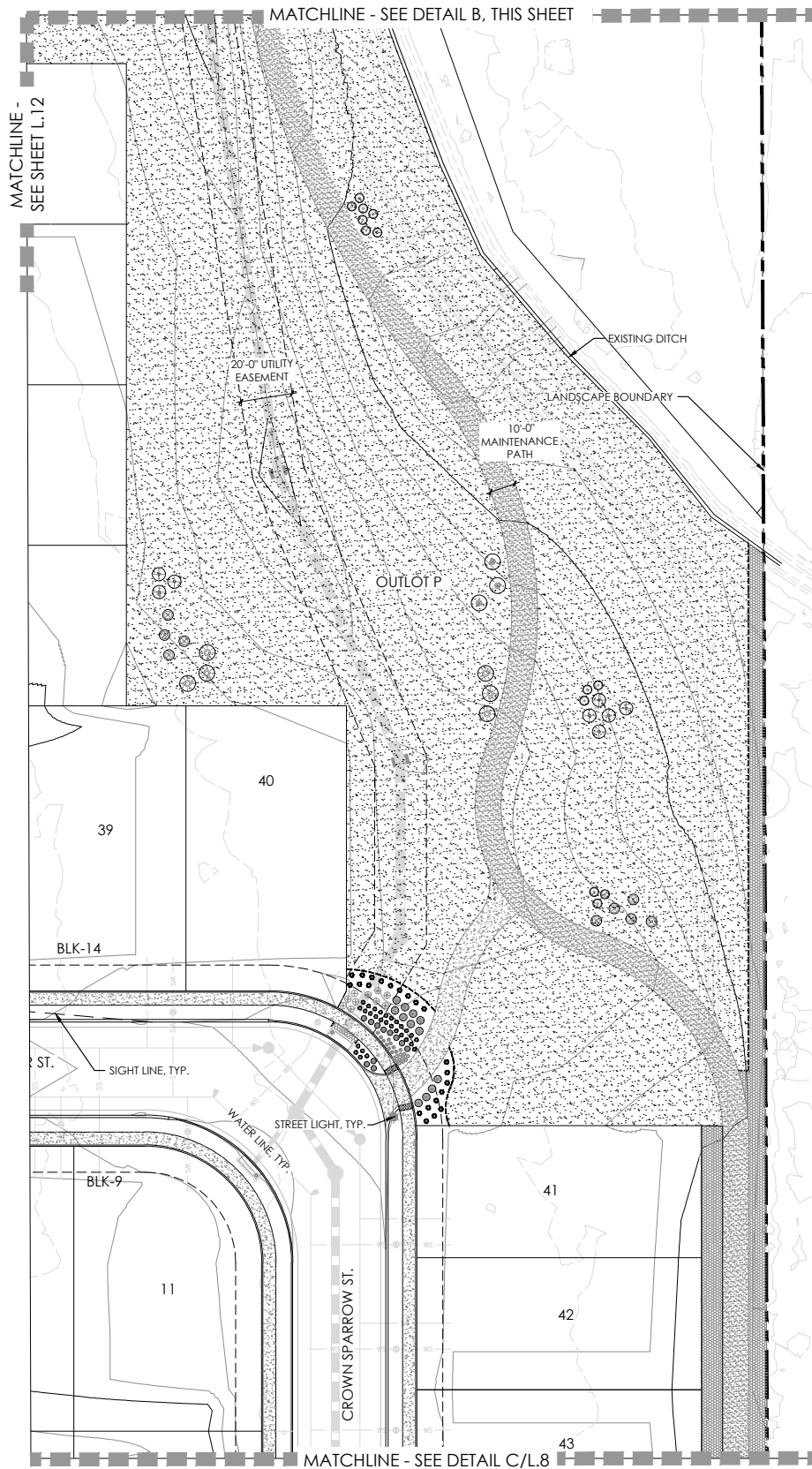
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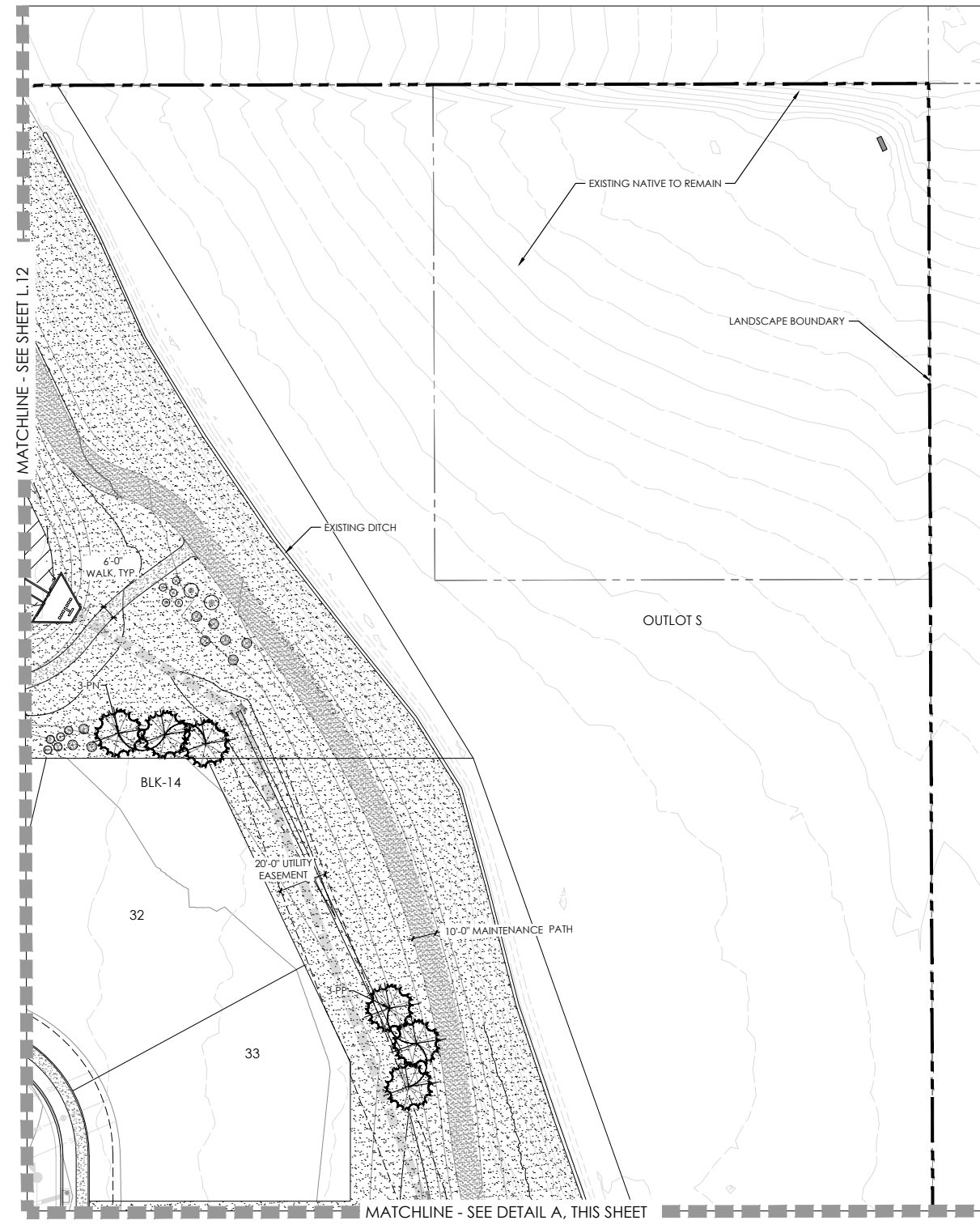
REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

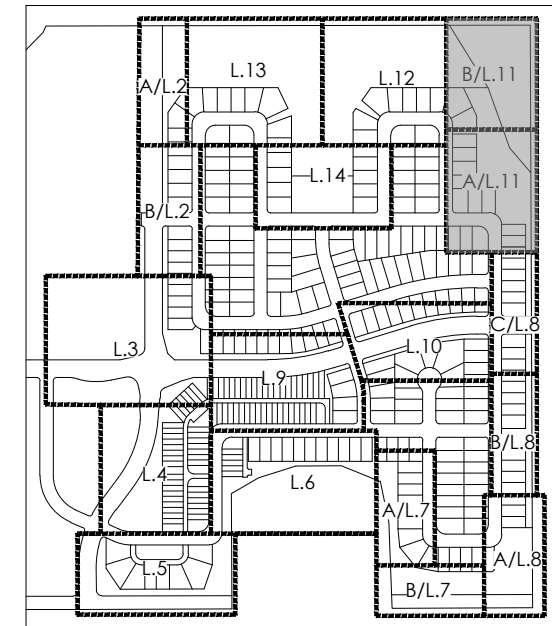


A



B

KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES



Know what's below.
Call before you dig.



Scale: 1" = 30'-0"



Item #11

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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

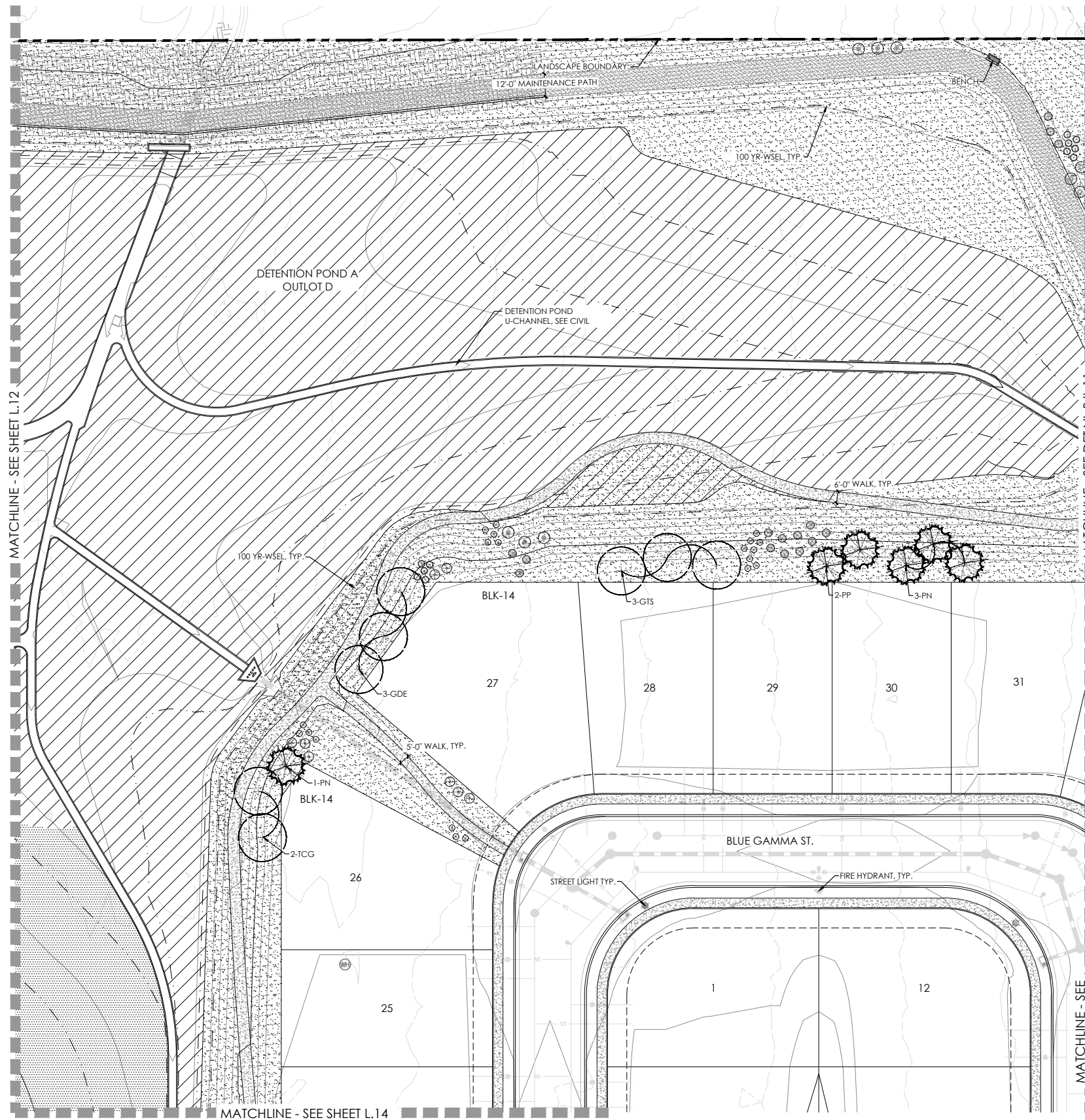
SHEET NUMBER

L.11

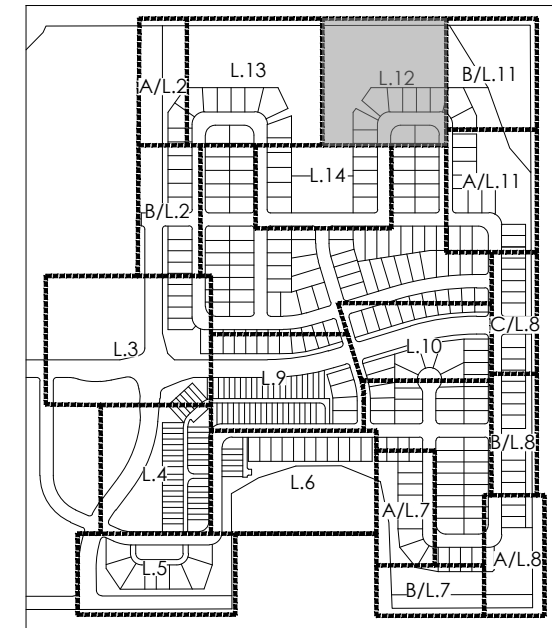
SHEET 22 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
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Scale: 1" = 30'-0"



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SUBMITTAL DATE:

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REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.12

SHEET 23 OF 36

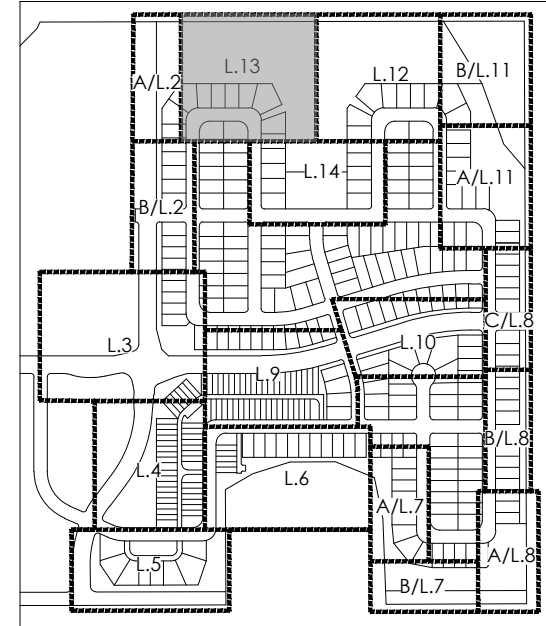
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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE



LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
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- LOW GROW NATIVE GRASS
- ROCK MULCH
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Scale: 1"= 30'-0"



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LANDSCAPE PLANS

SHEET NUMBER

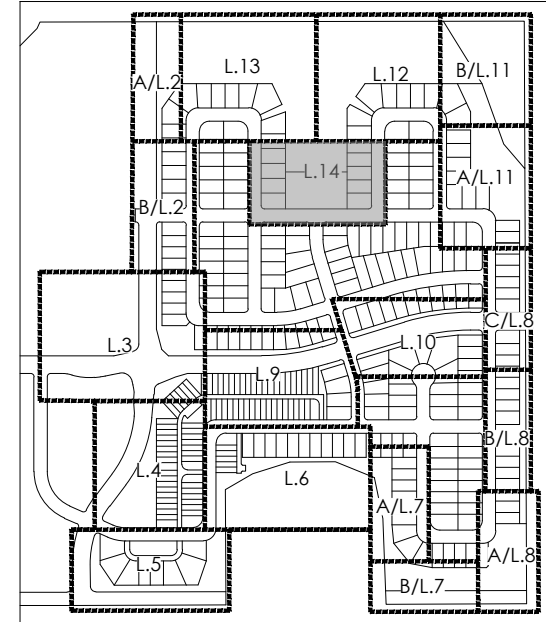
L.13

SHEET 24 OF 36

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- ARTIFICIAL/ SYNTHETIC TURF
- ROCK MULCH
- CRUSHER FINES
- CONCRETE

- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- LANDSCAPE BOULDERS



Scale: 1"= 20'-0"



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TOWN OF JOHNSTOWN, COLORADO

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06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.14

SHEET 25 OF 36

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REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #11

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PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

L.15

SHEET 26 OF 36

LANDSCAPE DESIGN INTENT STATEMENT

THE LANDSCAPE DESIGN FOR REVERE NORTH FILING NO. 1 IS INTENDED TO ESTABLISH A UNIQUE SENSE OF PLACE, WHICH REFLECTS THE CHARACTER AND QUALITIES OF THE COLORADO PLAINS. NATIVE AND XERIC PLANT SPECIES HAVE BEEN SELECTED TO FULFILL THIS INTENT. PLANT MATERIAL AND LANDSCAPE FEATURES ARE ARRANGED FOR MAXIMUM VISUAL IMPACT WITH MINIMAL WATER WASTE AND SIMPLE MAINTENANCE.

PARKS
THE PARK AT REVERE NORTH FILING NO. 1 HAS ACTIVE AND PASSIVE FEATURES TO ACCOMMODATE THE RECREATIONAL NEEDS OF VARIOUS AGE GROUPS. A NATURE PLAY AREA FOR THE YOUNGEST USERS IS ADJACENT TO SHADED SEATING AND MEANDERING WALKS, AND AN OPEN TURF AREA PROVIDES SPACE FOR INFORMAL SPORTS.

LANDSCAPE NOTES

- THESE LANDSCAPE STANDARDS SHALL ONLY APPLY TO REVERE NORTH FILING NO. 1. STANDARDS FOR FUTURE FILINGS MAY VARY.
- LOW AND MODERATE WATER-CONSUMING TURF AND OTHER PLANT MATERIAL SHALL BE USED TO THE EXTENT PRACTICAL.
- TREES SHALL NOT BE PLANTED WITHIN 10' OF WATER SEWER OR STORM SEWER UTILITY MAINS.
- EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLES.
- DECIDUOUS STREET TREES SHALL NOT BE PLACED WITHIN 25' OF STREET LIGHTS.
- ALL PARK FACILITIES, INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND AASHTO GUIDELINES.
- NO LANDSCAPING SHALL BE PLANTED THAT IMPAIRS DRAINAGE, INCLUDING SWALES AND DRAINAGE OVERFLOW PATHS.
- SOIL AMENDMENTS SHALL MEET TOWN OF JOHNSTOWN LANDSCAPE REQUIREMENTS.
- NO LANDSCAPING OTHER THAN TURF GRASS SHALL BE INSTALLED WITHIN THREE (3) FEET OF A FIRE HYDRANT, INCLUDING OVERHEAD. THIS RESTRICTION INCLUDES ROCKS, FENCES, TREES, SHRUBS OR OTHER OBJECTS THAT MAY INTERFERE WITH FIREFIGHTER ACCESS TO EFFECTIVELY OPERATE THE FIRE HYDRANT.

PLANT LIST

QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
DECIDUOUS SHADE TREES				
27	ASM	ACER SACCHARUM 'GREEN MOUNTAIN'	MAPLE, SUGAR GREEN MOUNTAIN	2' CAL
25	COH	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	2' CAL
25	CSC	CATALPA SPECIOSA	CATALPA, W. ESTERN	2' CAL
26	GDE	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2' CAL
36	GII	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2' CAL
25	GTS	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	HONEYLOCUST, SHADEMASTER	2' CAL
27	QMO	QUERCUS MACROCARPA	OAK, BUR	2' CAL
23	QSO	QUERCUS SHUMARDI	OAK, SHUMARD	2' CAL
28	TCG	TILLIA CORDATA 'GREENSPIRE'	LINDEN, GREENSPIRE	2' CAL
28	LIF	LILMUS 'FRONTIER'	ELM, FRONTIER	2' CAL
22	LIF	LILMUS X TRIUMPH	ELM, TRIUMPH	2' CAL
ORNAMENTAL TREES				
17	AGF	ACER GINNALA 'FLAME'	MAPLE, AMUR OR GINNALA FLAME	6'-8' HT MULTI
24	AGH	ACER X GRANDIDENTATUM 'HIGHLAND PARK'	MAPLE, BIGTOOTH 'HIGHLAND PARK'	6'-8' HT MULTI
26	AH	ACER TATARICUM 'HOT WINGS'	MAPLE, HOT WINGS	6'-8' HT MULTI
26	CCG	CRATAEGUS CRUS-GALLI INERMIS	HAWTHORN, THORNLESS COCKSPUR	6'-8' HT MULTI
12	KFG	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	1.5' CAL
24	PUP	PYRUS USSURIENSIS 'PRAIRIE GEM'	PEAR, PRAIRIE GEM	1.5' CAL
4	SPL	SYRINGA PEKINENSIS	LILAC, PEKING	1.5' CAL
EVERGREEN TREES				
36	PE	PINUS EDULIS	PINE, PINON	6'-8' HT
8	PFV	PINUS FLEXILIS 'VANDERWOLF'S PYRIMID'	PINE, LUMBER 'VANDERWOLF'S PYRIMID'	6'-8' HT
84	PN	PINUS NIGRA	PINE, AUSTRIAN	6'-8' HT
39	PP	PINUS PONDEROSA	PINE, PONDEROSA	6'-8' HT
EVERGREEN SHRUBS				
23	JHB	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOUR	#5 CONT.
22	JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	#5 CONT.
75	JSS	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA	#5 CONT.
21	JSW	JUNIPERUS SCOPULARUM 'WOODWARD'	JUNIPER, WOODWARD ROCKY MOUNTAIN	#5 CONT.
15	PMS	PINUS MUGO 'SLOW MOUND'	PINE, MUGO SLOW MOUND	#5 CONT.
DECIDUOUS SHRUBS				
143	ACL	AMORPHA CANESCENS	LEADPLANT	#5 CONT.
75	ACS	ARTEMISIA CANA	SAGEBRUSH	#5 CONT.
55	COM	COTINUS COGONIGRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK	#5 CONT.
48	CCB	CHRYSOTHAMNUS NAUSEOSUS 'ALBIC AULIS'	SPIREA, BLUE MIST	#5 CONT.
160	CLB	CYTISUS X LENA	BROOM, LENA	#5 CONT.
107	ENR	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, TALL BLUE	#5 CONT.
168	FAP	FALLUGIA PARADOXA	APACHE PLUME	#5 CONT.
25	FFP	FORESTIERA NEOMEXICANA	NEW MEXICO, PRIVET	#5 CONT.
77	PBP	PRUNUS BESSEYI 'PAWNEE BUTTES'	WESTERN SAND CHERRY	#5 CONT.
193	PPG	POTENTILLA FRUITICOSA 'GOLDSTAR'	POTENTILLA, GOLD STAR	#5 CONT.
19	POG	PHYSOCARPUS OPULIFOLIUS 'DARIS GOLD'	NINEBARK, DART'S GOLD	#5 CONT.
19	PSM	PHILADELPHUS X 'SNOWBELLE'	MOCKORANGE, SNOWBELLE	#5 CONT.
67	RAG	RHUS AROMATICA 'GRO-LOW'	SUMAC, DWARF FRAGRANT	#5 CONT.
58	RGM	RIBES ALPINUM 'GREENMOUND'	CURRANT, GREEN MOUND	#5 CONT.
94	RMC	ROSA 'MEIPelta'	ROSE, FUCHSIA MEIDLAND	#5 CONT.
94	RNW	ROSA 'NEARLY WILD'	ROSE, NEARLY WILD	#5 CONT.
ORNAMENTAL GRASSES				
322	AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	#1 CONT.
154	BCS	BOUTELOUA CURTIPENDULA	SIDE-OATS GRAMA GRASS	#1 CONT.
241	HSG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1 CONT.
227	PVH	PANICUM VIRGATUM 'HEAVY METAL'	DALLAS BLUES SWITCH GRASS	#1 CONT.
492	SPH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1 CONT.
73	SSB	SCHIZACHYRILUM SCOPARILUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM GRASS	#1 CONT.
84	SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	#1 CONT.
PERENNIALS				
115	ARS	AGASTACHE RUPESTRIS	HYSSOP, SUNSET	F15
31	ATB	ASCLEPIAS TUBEROSA	BUTTERFLY WEED	F15
135	CRK	CENTRANTHUS RUBER	RED VALERIAN	F15
250	GLC	GAURA LINDHEIMERI 'CRIMSON'	WHIRLING BUTTERFLIES 'CRIMSON'	F15
81	GLW	GAURA LINDHEIMERI	WHIRLING BUTTERFLIES	F15
83	HPB	HESPERALOE PARVIFLORA 'BRAKELIGHTS'	FALSE YUCCA, BRAKELIGHTS RED	#1 CONT.
60	KSE	KNIPHOFIA 'STARK'S EARLY HYBRIDS'	TORCHLILLY, RED	#1 CONT.
147	RFG	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK EYED SUSAN	1 GAL
202	PAJ	PERISCARIA AFFINIS	HIMALAYAN BORDER JEWEL	F15

PBSI NATIVE SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
1.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
0.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
1	DISTICHUS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNJUCUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPYRUM SCOPARILUM	WESTERN WHEATGRASS, ARIBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*

PBSI LOW GROW SEED MIX

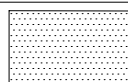
LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
7.5	AGROPYRON CRISTATUM	EPHRAIM CRESTED WHEATGRASS
6.25	FESTUCA OVINA	SHEEP FESCUE
5	LOLIUM PERENNE	PERENNIAL RYE
3.75	FESTUCA RUBRA	CHEWINGS FESCUE
2.5	POA COMPRESSA	CANADA BLUEGRASS
TOTAL: 25		

*ALWAYS INCLUDE THESE KEY SPECIES, MAINTAIN AT LEAST 25 LBS/ACRE RATE FOR MIX.
**1/4 LBS MIN. PER SPECIES ORDER

SEED MIX AVAILABLE THROUGH:
PAWNEE BUTTES SEED, INC.
605 25TH ST.
GREELEY, COLORADO 80631
(970) 356-7002

TURF

RTF SOD OR APPROVED EQUAL



LANDSCAPE AREA LEGEND

- ARTERIAL BUFFER
- ARTERIAL ROW
- COLLECTOR ROW
- PRIVATELY OWNED & OPERATED LAND
- DETENTION AREA



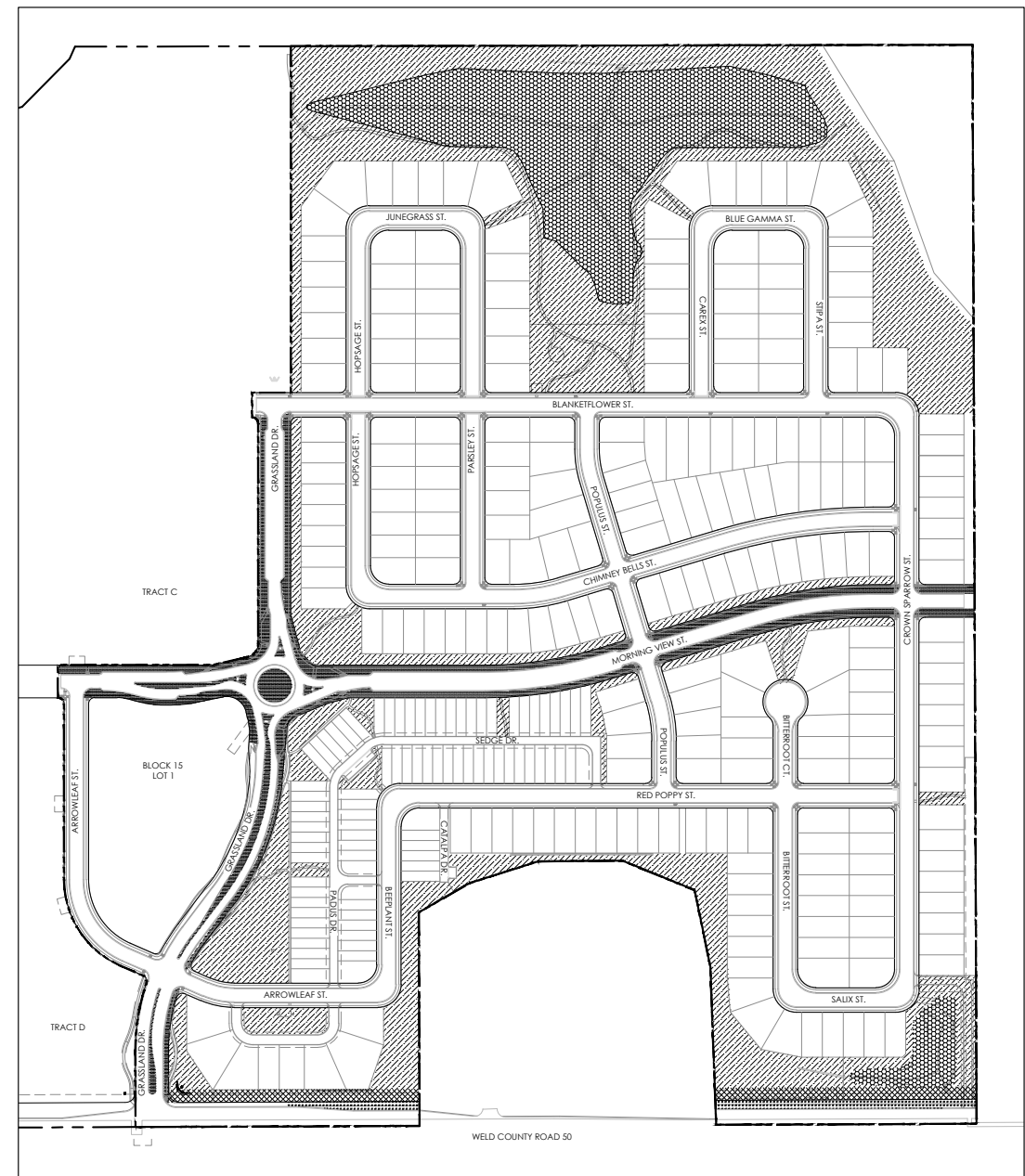
Scale: 1"= 200'-0"



LANDSCAPE AREA TABLE

	Length (LF)	Area (SF)	Area (AC)	% of Development	Trees Required	Trees Proposed	Shrubs Required	Shrubs Proposed
Arterial Buffer								
1 tree + 5 Shrubs per 2,000 square feet		37,621			19	19	95	95
Arterial ROW								
1 tree + 5 Shrubs per 1,000 square feet		19,131			20	20	96	96
Collector ROW								
1 tree per 50 linear ft. and 1 shrub per 2,000 square feet	6,311	127,902			127	127	64	322
Privately Owned and Operated Land								
1 tree + 5 shrubs for every 4,500 square feet		734,795			164	164	817	817
Detention Areas								
1 tree + 5 shrubs for every 75 linear feet of perimeter	4,115	310,999			55	55	275	275
Total	10,426	1,230,448	28.2	27%	385	385	1,347	1,605

LANDSCAPE AREA MAP



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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Item #11

Know what's below.
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PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

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06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE DETAILS

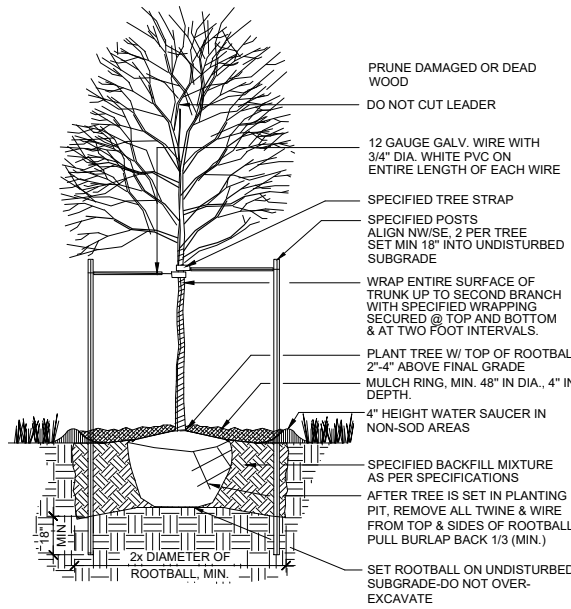
SHEET NUMBER

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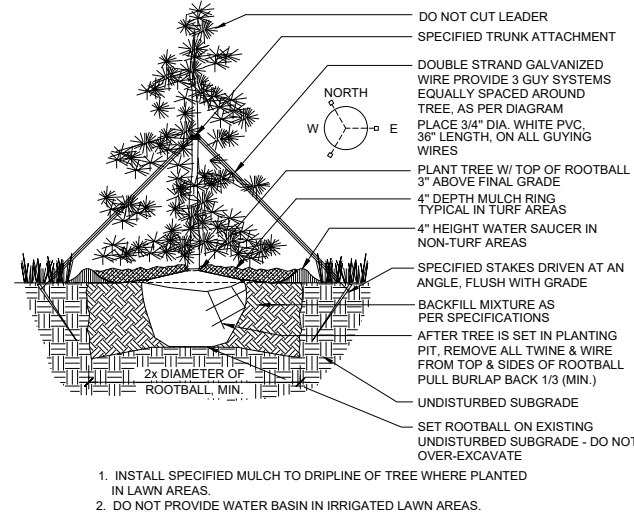
SHEET 27 OF 36



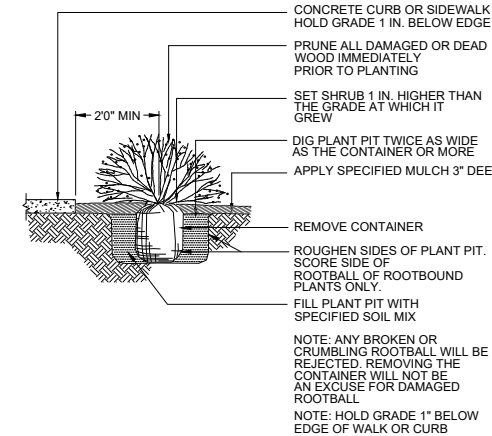
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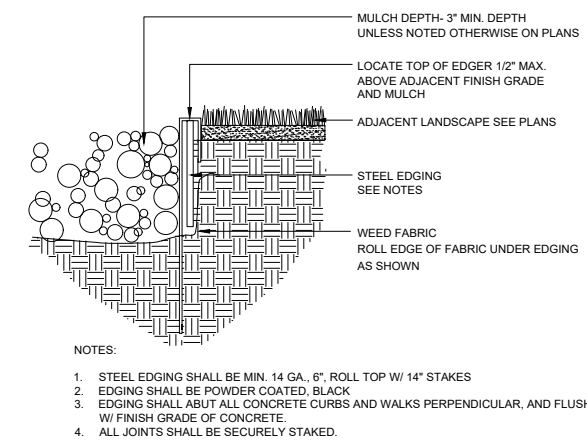
1 DECIDUOUS TREE PLANTING
NTS



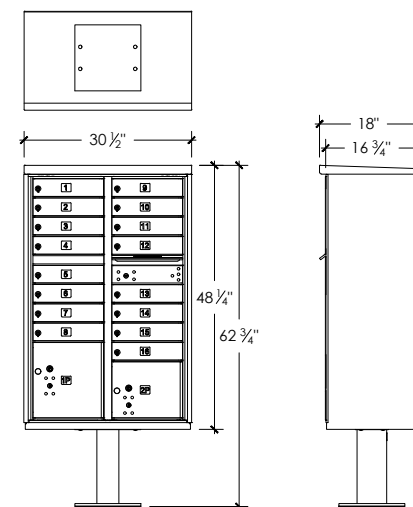
2 EVERGREEN TREE PLANTING
NTS



3 TYPICAL SHRUB PLANTING
NTS

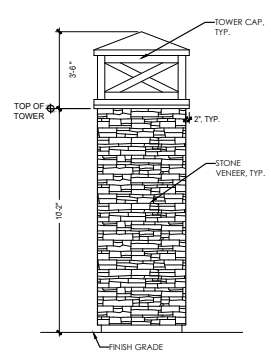


4 STEEL EDGER
NTS

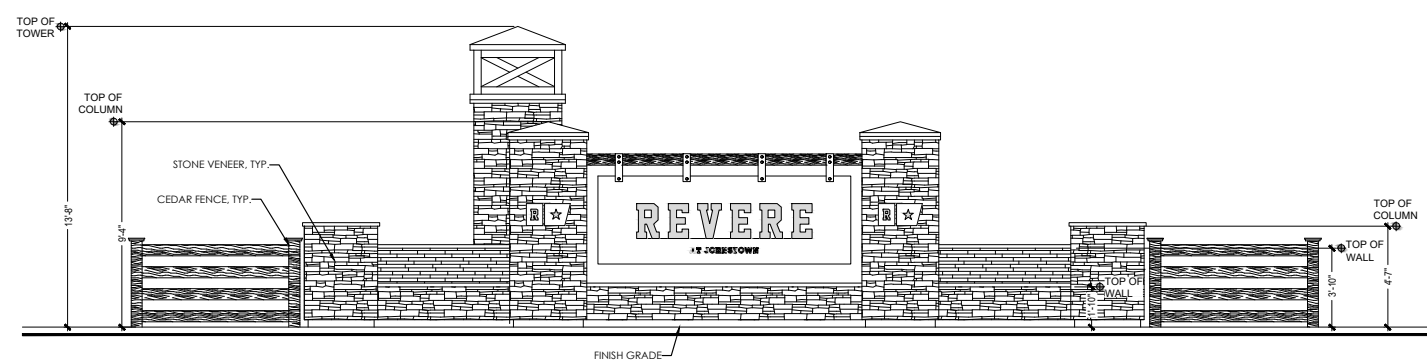


NOTES:
1) EXACT MODEL AND COLOR WILL BE DETERMINED AT A LATER DATE.

5 MAIL KIOSK
NTS



6 GATEWAY TOWER
NTS *PER APPROVED MASTER SIGN PLAN FOR REVERE (ZON22-0001)



7 GATEWAY MONUMENT
NTS *PER APPROVED MASTER SIGN PLAN FOR REVERE (ZON22-0001)

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

NOTE:
IMAGES ARE CONCEPTUAL AND SUBJECT TO CHANGE.
FINAL DESIGN WILL BE PROVIDED AT THE TIME OF FINAL
DEVELOPMENT PLAN.



1 MAIL KIOSK/ SHADE STRUCTURE
NTS



2 BRIDGE
NTS



3 BALANCE LOG
NTS



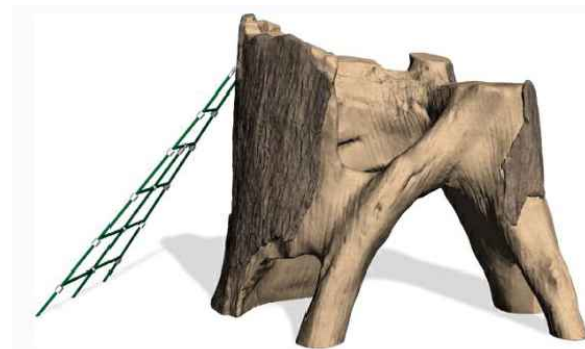
4 STEPPING STUMPS
NTS



5 TUNNEL CRAWL
NTS



6 BIGGO SWING
NTS



7 TREE CAVERN
NTS



8 STEPPING STONE & STUMP
NTS



9 TABLE
NTS



10 BENCH
NTS



11 CHAIR
NTS



12 TRASH RECEPTACLE
NTS

811
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LANDSCAPE DETAILS

SHEET NUMBER

L.17

SHEET 28 OF 36

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SHEET TITLE

**LOT TYPICALS
(LANDSCAPE)**

SHEET NUMBER

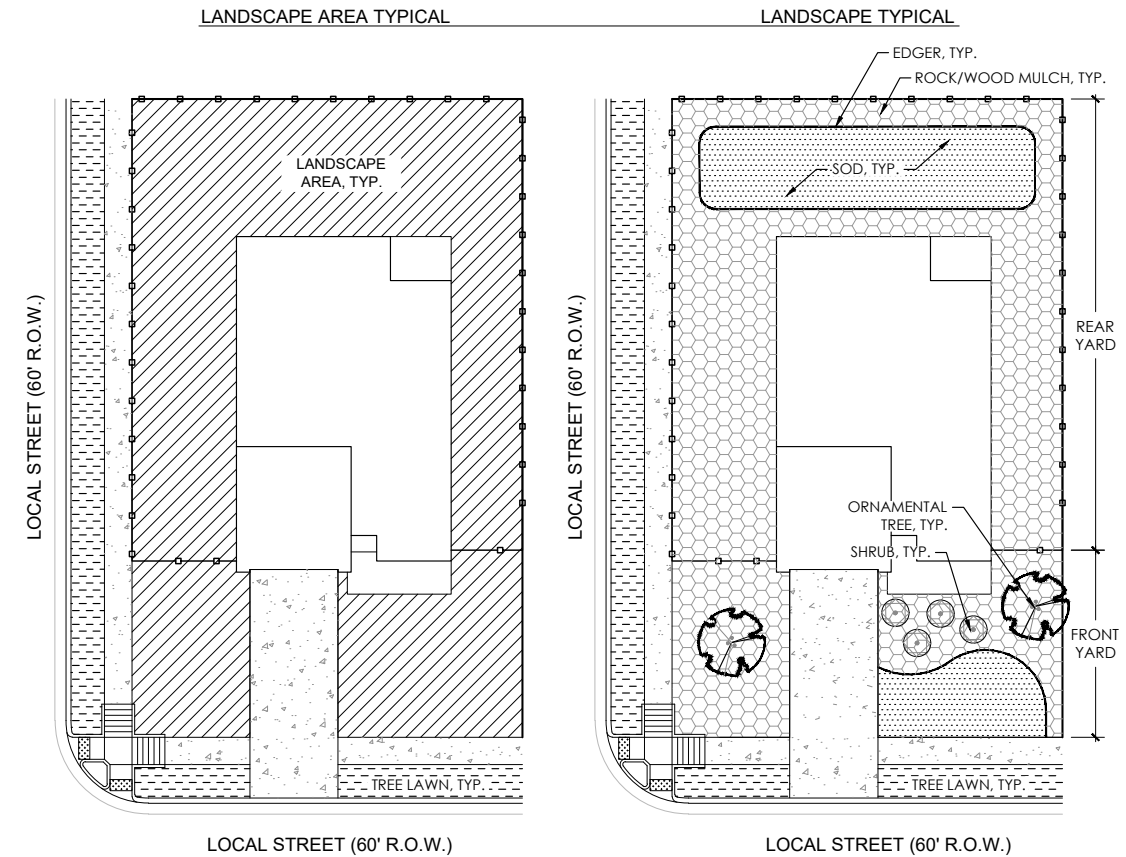
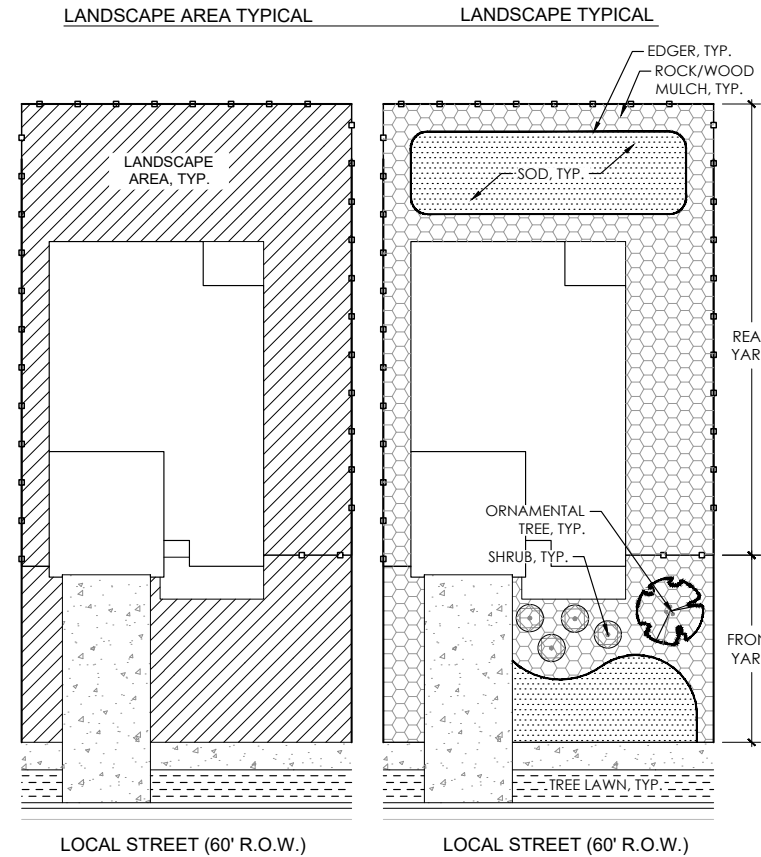
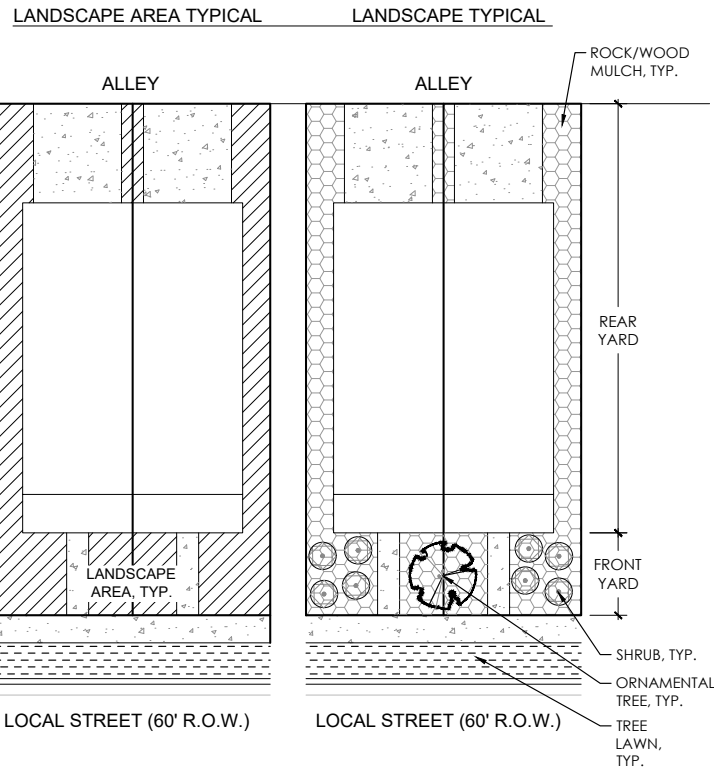
L.19

SHEET 29 OF 36

ALLEY LOAD SINGLE-FAMILY ATTACHED LOTS

SINGLE-FAMILY DETACHED INTERIOR LOTS

SINGLE-FAMILY DETACHED CORNER LOTS



SINGLE FAMILY ATTACHED LOT LANDSCAPE STANDARDS

SINGLE-FAMILY RESIDENTIAL LOT LANDSCAPE STANDARDS

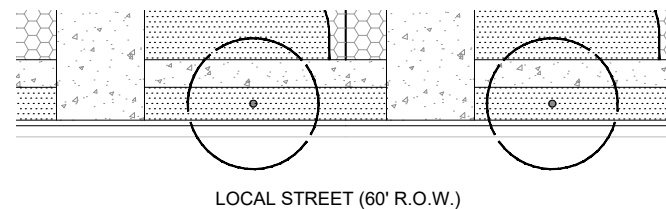
1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED ON EVERY LOT.
2. AT LEAST ONE (1) TREE OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED FOR EACH SINGLE FAMILY ATTACHED BUILDING IN THE FRONT YARD.
3. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
4. TURF AREAS MAY BE A LOW WATER TURF OR SEED MIX.

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED IN THE FRONT YARD OF EVERY LOT.
2. AT LEAST ONE (1) TREE IN THE INTERIOR LOT FRONT YARD, AND TWO (2) TREES IN THE CORNER LOT FRONT YARD OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED.
3. MAXIMUM 30% OF LANDSCAPE AREA CAN BE TURF.
4. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
5. TURF AREAS MAY BE A LOW WATER TURF OR SEED MIX.
6. REAR YARDS MAY INCLUDE SYNTHETIC TURF

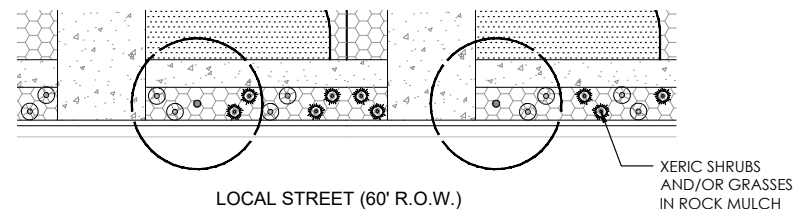
LEGEND

	CONCRETE
	TURF (NON-SYNTHETIC)
	MULCH (ROCK/WOOD)
	TREE LAWN
	LANDSCAPE AREA
	EDGER

TREE LAWN TYPICAL - TURF



TREE LAWN TYPICAL - XERIC PLANTING



NOT FOR CONSTRUCTION

p:\forestar\great plains\revere north filing 1\cad\submittals\pdp_submittal #5-06-23-2023\exhibits.dwg

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Item #11

Know what's below.
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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

**OPEN AREA &
TRAILS PLAN**

SHEET NUMBER

L.22

SHEET 32 OF 36



LEGEND

- OPEN AREA
- USABLE OPEN AREA
- PARK
- NEIGHBORHOOD TRAIL
- PARK TRAIL

OPEN AREA DATA									
FILING	TOTAL GROSS ACREAGE	OPEN AREA REQUIRED	OPEN AREA PROVIDED	% OF TOTAL ACREAGE	USABLE OPEN AREA REQUIRED	USABLE OPEN AREA PROVIDED	% OF TOTAL ACREAGE	PARK AREA REQUIRED	PARK AREA PROVIDED
REVERE AT JOHNSTOWN FILING NO. 1	73.5	11.0	19.4	26%	7.3	8.4	11%	1.3	3.0
REVERE NORTH FILING NO. 1	107.1***	16.1	33.7	31%	10.7	11.6	11%	1.4	5.7
TOTAL	180.6	27.1	53.1	29%	18.0	20.0	11%	2.7	8.7

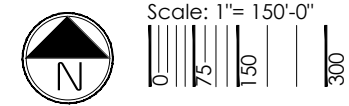
*REVERE AT JOHNSTOWN FILING NO. 1 DETENTION PONDS ACCOUNT FOR APPROXIMATELY 3 ACRES OF THE REQUIRED OPEN AREA.

**REVERE NORTH FILING NO. 1 DETENTION PONDS ACCOUNT FOR APPROXIMATELY 7 ACRES OF THE REQUIRED OPEN AREA.

***REVERE NORTH FILING NO. 1 TOTAL GROSS ACREAGE DOES NOT INCLUDE FUTURE DEVELOPMENT TRACTS.

NOTES:

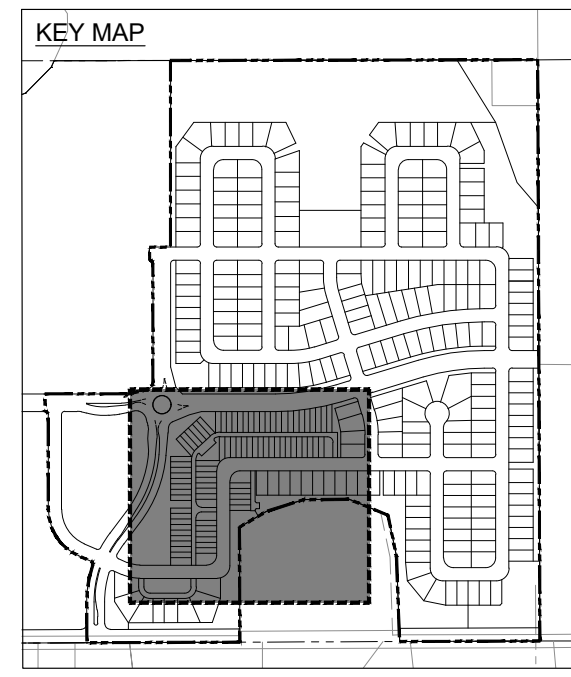
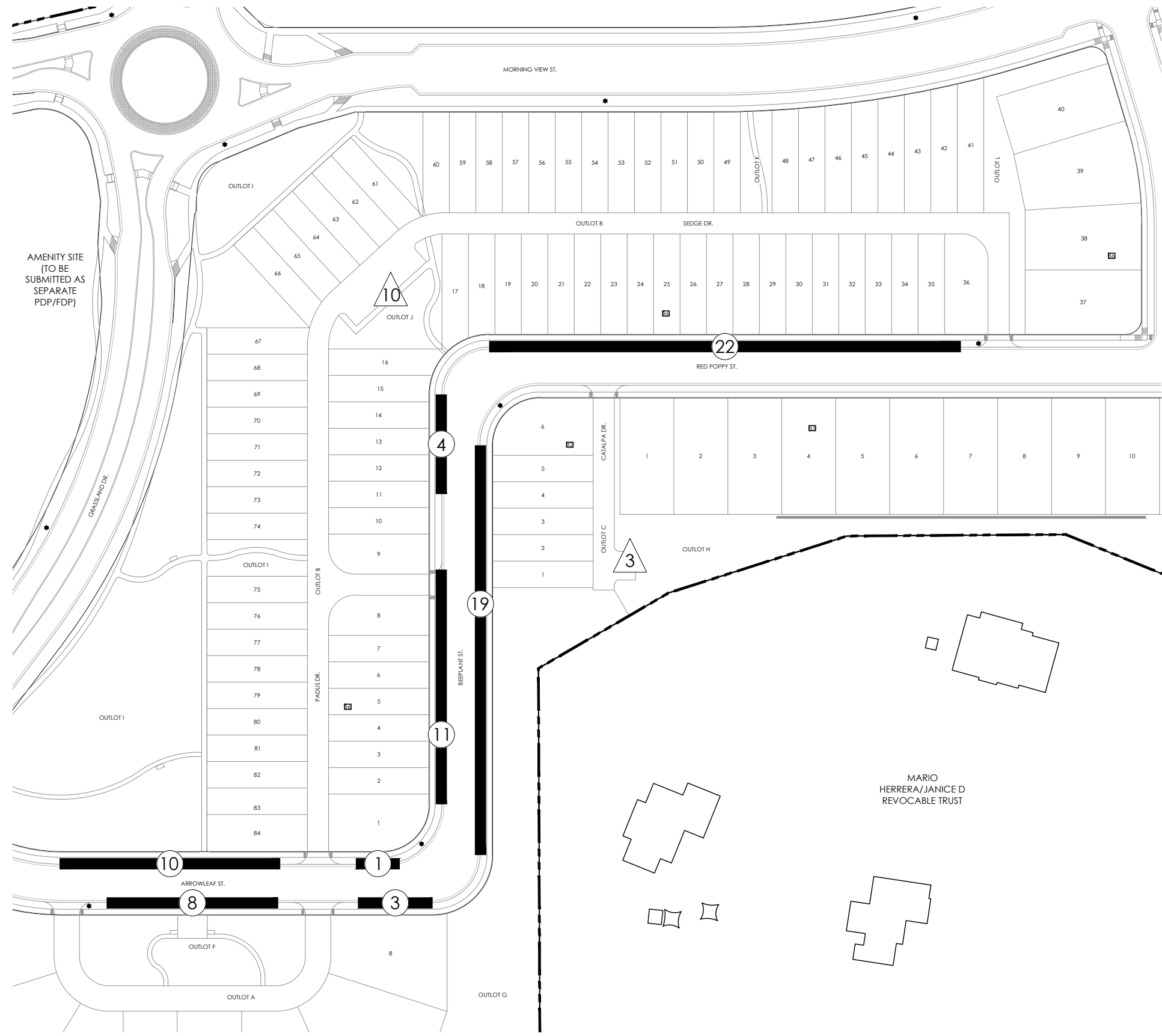
1. ANY OPEN AREA AND/OR USABLE OPEN AREA THAT IS ABOVE THE REQUIRED SQUARE FOOTAGE MAY BE APPLIED TO FUTURE FILING REQUIREMENTS WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR.
2. PER THE GREAT PLAINS VILLAGE ODP, "SINGLE FAMILY DETACHED OR ATTACHED RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM 15% OPEN AREA."
3. PER THE GREAT PLAINS VILLAGE ODP, "GREAT PLAINS VILLAGE REQUIRES A 10% USABLE OPEN AREA FOR RESIDENTIAL AREAS. FOR PURPOSES OF THIS PUD, THE 10% USABLE OPEN AREA SHALL BE CALCULATED FROM THE TOTAL AREA OF ALL RESIDENTIAL LOTS AND ADJACENT LOCAL ROADWAYS THAT SERVE AS DIRECT ACCESS TO THE RESIDENTIAL LOTS."
4. PER THE GREAT PLAINS VILLAGE ODP, "A MINIMUM OF 1 ACRE OF PARK PER 250 RESIDENTIAL UNITS IS REQUIRED."
5. PER THE GREAT PLAINS VILLAGE ODP, "DETENTION PONDS CAN COUNT TOWARDS USABLE OPEN AREA REQUIREMENTS AS LONG AS THEY MEET THE DEFINITION OF USABLE OPEN AREA PROVIDED IN THIS DOCUMENT. NOT MORE THAN 5% OF THE USABLE OPEN AREA REQUIREMENT CAN BE MET WITH DETENTION PONDS."
6. THE OPEN AREA CALCULATION ABOVE INCLUDES LOT 1/BLOCK 15 (AMENITY SITE) BUT DOES NOT INCLUDE FUTURE DEVELOPMENT TRACTS (TRACTS A, B, C, AND D).



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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



LEGEND

- ON-STREET PARKING (SFA)
- OFF-STREET PARKING

SINGLE FAMILY ATTACHED PARKING DATA				
PARKING TYPE	PARKING REQUIRED PER CODE	ADDITIONAL GUEST PARKING (0.5 PER UNIT)	TOTAL PARKING REQUIRED	PARKING PROVIDED
ON-STREET				78
OFF-STREET				13
DRIVEWAY	678	170	848	678
GARAGE				678
TOTAL	678	170	848	1,447

- NOTES:**
- PARKING REQUIREMENTS ARE TWO (2) SPACES PER UNIT.
 - ALL SINGLE FAMILY ATTACHED AND DETACHED UNITS INCLUDE A TWO-CAR GARAGE.
 - ALL SINGLE FAMILY ATTACHED AND DETACHED UNITS HAVE DRIVEWAYS, PROVIDING TWO (2) ADDITIONAL GUEST PARKING SPACES PER UNIT.
 - PARKING ALLOWED ALONG LOCAL STREETS THAT SERVE SINGLE FAMILY DETACHED UNITS.

Scale: 1"= 50'-0"

Item #11
811
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terraccina
Ed design
10200 E. Grand Ave., A-314
Denver, CO 80231
PH: 303.692.8697

LJA
LJA ENGINEERING

PROJECT NAME

**REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

NOT FOR CONSTRUCTION

PARKING PLAN

SHEET NUMBER

L.24

SHEET 34 OF 36

p:\forestar\great plains village\revere north filing 1\cod\submittals\pdp_submittal #6-06-23-2023\exhibits.dwg

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN

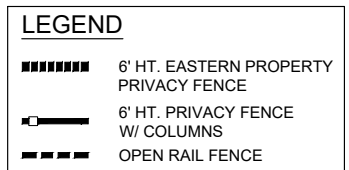
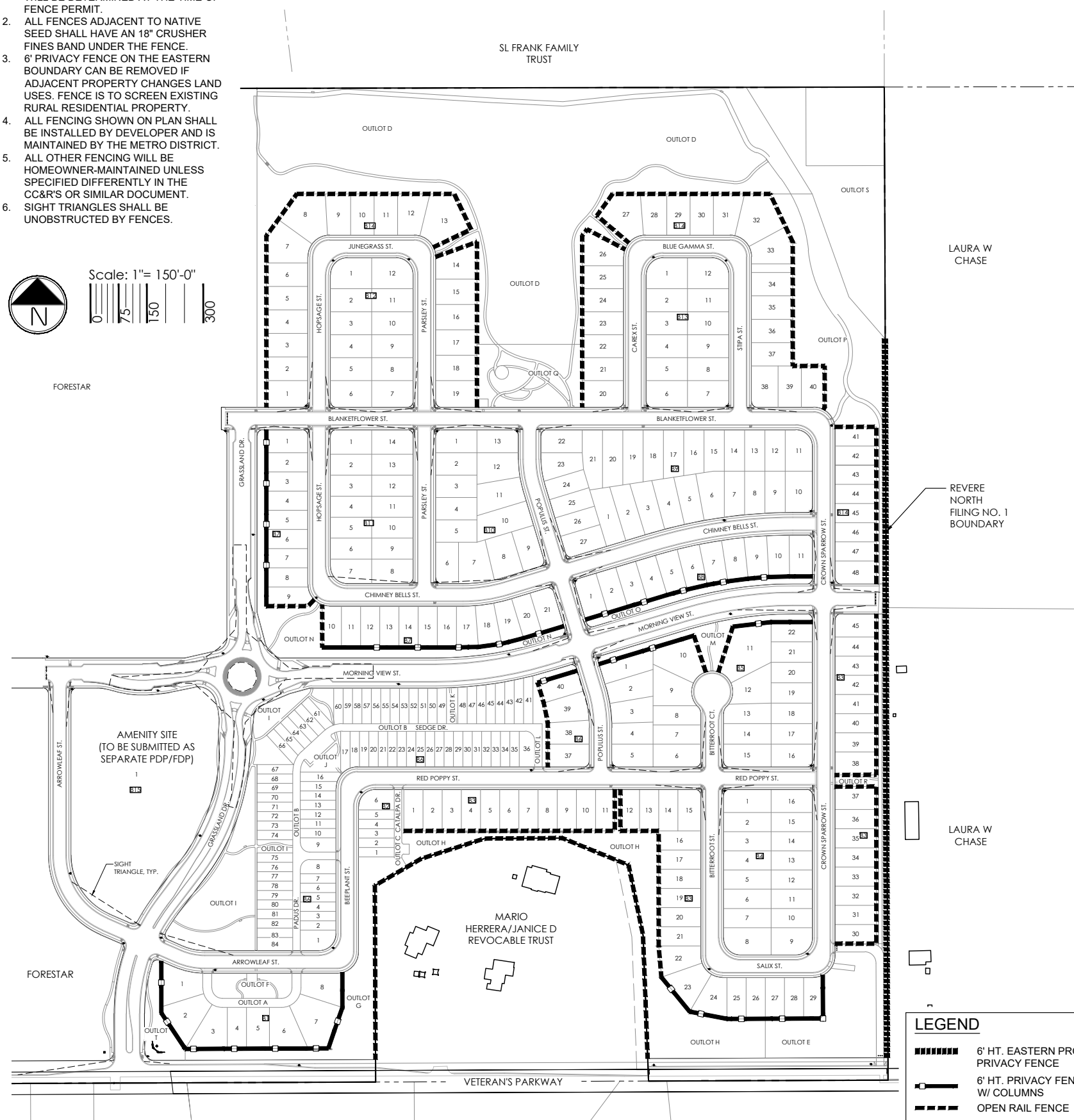
TOWN OF JOHNSTOWN, COLORADO

- NOTES:
1. COLUMN AND CROSS RAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF FENCE PERMIT.
 2. ALL FENCES ADJACENT TO NATIVE SEED SHALL HAVE AN 18" CRUSHER FINES BAND UNDER THE FENCE.
 3. 6' PRIVACY FENCE ON THE EASTERN BOUNDARY CAN BE REMOVED IF ADJACENT PROPERTY CHANGES LAND USES. FENCE IS TO SCREEN EXISTING RURAL RESIDENTIAL PROPERTY.
 4. ALL FENCING SHOWN ON PLAN SHALL BE INSTALLED BY DEVELOPER AND IS MAINTAINED BY THE METRO DISTRICT.
 5. ALL OTHER FENCING WILL BE HOMEOWNER-MAINTAINED UNLESS SPECIFIED DIFFERENTLY IN THE CC&R'S OR SIMILAR DOCUMENT.
 6. SIGHT TRIANGLES SHALL BE UNOBSTRUCTED BY FENCES.

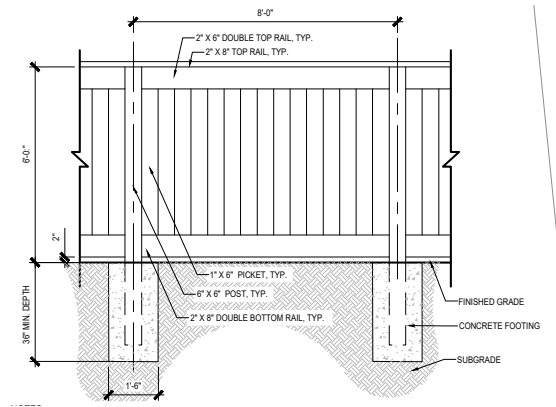


Scale: 1" = 150'-0"

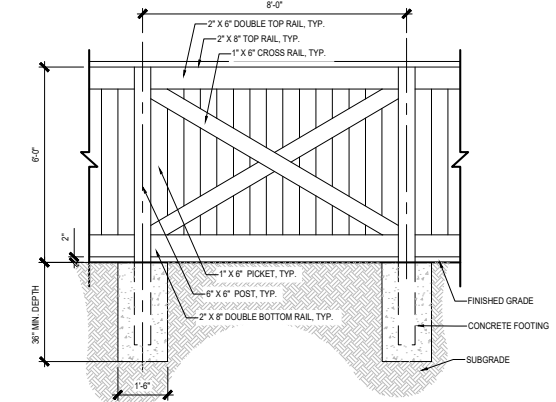
FORESTAR



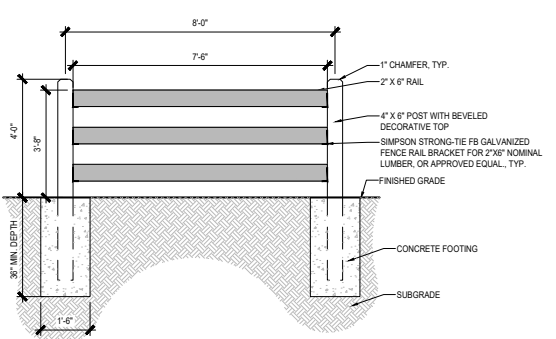
NOTE: LINETYPES ARE NOT REPRESENTATIVE OF FENCE CONSTRUCTION, INCLUDING COLUMN LOCATIONS.



1 6' HT. PRIVACY FENCE
3/8" = 1"
(USE THIS PANEL IN FENCING BETWEEN LOT LINES AND IN FENCING WITH COLUMNS)

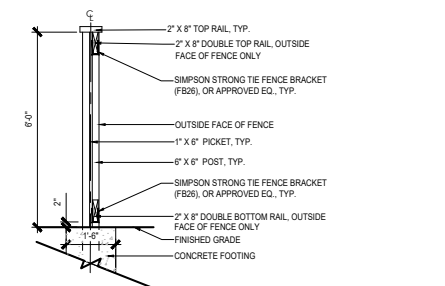


3 6' HT. PRIVACY FENCE WITH CROSS RAIL
3/8" = 1"
(USE THIS PANEL IN FENCING WITH COLUMNS)

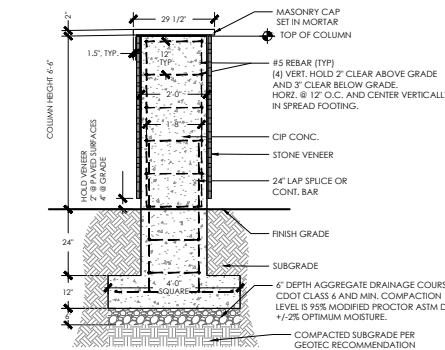


5 OPEN RAIL FENCE
3/8" = 1"
NOTE: OPTIONAL WELDED WIRE MESH TO BE ATTACHED BEHIND RAILS.

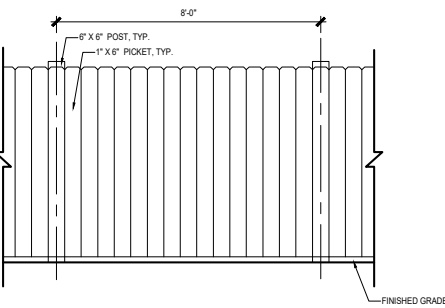
MATERIAL NOTES:
1. ALL WOOD FOR FENCING SHALL BE PRESSURE TREATED CEDAR AND STAINED.
2. FENCE COLUMNS STONE VENEER TO BE A SPLIT MODULAR STYLE.



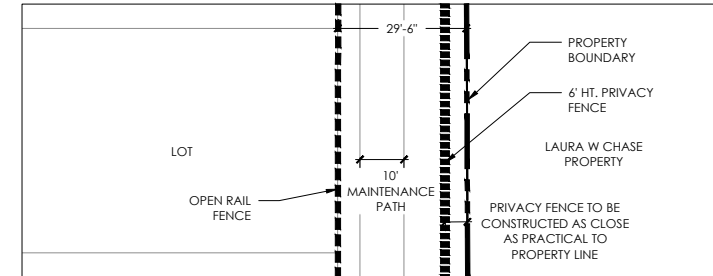
2 6' HT. PRIVACY FENCE SECTION
3/8" = 1"



4 FENCE COLUMN
3/8" = 1"



6 6' HT. EASTERN PROPERTY PRIVACY FENCE
3/8" = 1"
NOTE: ADD 'NO TRESPASSING' SIGNS EVERY 500 FEET.



7 EASTERN PROPERTY LINE FENCE TYPICAL
1" = 20'-0"

NOT FOR CONSTRUCTION

PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

FENCING PLAN

SHEET NUMBER

L.25

SHEET 35 OF 36

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO



SINGLE FAMILY DETACHED

- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY/FINAL DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
 06-20-2023
 REVISION DATE:

SHEET TITLE

ARCHITECTURAL
 CHARACTER
 IMAGERY

SHEET NUMBER

L.20

SHEET 30 OF 36

NOT FOR CONSTRUCTION

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

ARCHITECTURAL
CHARACTER
IMAGERY

SHEET NUMBER

L.21

SHEET 31 OF 36

- NOTES:
- ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 - MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



1 FRONT ELEVATION BUILDING TYPE A
NTS



2 FRONT ELEVATION BUILDING TYPE B
NTS



3 FRONT ELEVATION BUILDING TYPE C
NTS



4 FRONT ELEVATION BUILDING TYPE D
NTS

SINGLE FAMILY ATTACHED

NOT FOR CONSTRUCTION



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM: Public Hearing and Consideration of the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North

PROJECT NO: SUB23-0014

PARCEL NOs: 8536300002, 8536300001, 8535000002, 8535000003

DESCRIPTION: Subdivision of 309.4 acres, illustrating large tracts for future subdivision and development, street right-of-way, and an initial Single-Family residential area with 339 lots

LOCATION: North of Weld Co Rd 50 / Larimer Co Rd 14 (Veteran’s Parkway), near future High Plains Blvd. alignment

OWNER: Forestar Real Estate Group, LLC

APPLICANT: Forestar (USA) Real Estate Group, LLC

STAFF: Tyler Smith, Planner II

HEARING DATE: August 23, 2023

ATTACHMENTS

1. Vicinity Map
2. Preliminary Plat
3. Preliminary Development Plan
4. Architectural Elevations

EXECUTIVE SUMMARY

The Applicant, Forestar Real Estate Group, LLC., requests the approval of a Preliminary Plat and Preliminary Development Plan for a 309.4 acre parcel in Larimer County. The applicant proposes 253 single-family detached units and 86 alley-loaded duplex/paired units for a total of 339 residential units in the initial phase, with right-of-way shown for major streets, large tracts for future development, and numerous outlots for easements, landscaping, open space/parks, utilities, and drainage (Attachment 2).

EXISTING ZONING: PD - Great Plains Estates Planned Unit Development & ODP

ADJACENT ZONING & LAND USE:

- North:** Larimer County - Agriculture
- East:** Larimer County - Agriculture
- South:** Revere Filing No 1 Subdivision and High Plains Estates PD/ODP
- West:** Great Plains Village PD/ODP – future “employment” land uses

Floodplain: FIRM Panel #08069C1405G
Area X - Area of Minimal Flood Hazard

Oil & Gas: Five Plugged and Abandoned wells exist in the center of the western half of the overall site; with several never-drilled “Abandoned Locations” on the east.

Ditches: A lateral ditch runs along a portion of the south-eastern boundary, adjacent to the existing county residences

PROPERTY LAND USE HISTORY

The property comprising Revere North subdivision was annexed into the Town of Johnstown in 2005 under the GHB Annexation No. One and GHB Annexation No. Two, with Ordinance 2005-755. The Great Plains Village Outline Development Plan (ODP) amended any prior ODP in 2019.

SUBMITTAL AND REFERRALS

This project submittal included the proposed subdivision and development plan sets, as well as full engineering plans and reports (i.e., grading, drainage, soils, utility, water) for the site. The project was referred to and reviewed by:

- Johnstown Public Works & Utilities Departments
- Felsburg Holt & Ullevig (Town Traffic Engineer)
- Helton & Williamsen (Raw Water Engineer)
- IMEG (Town Engineer)
- JUB (Water System Engineer)
- FRFR (Fire District)
- Weld County School District RE-5J
- Little Thomson Water District

PROJECT DESCRIPTION & ANALYSIS

The proposed subdivision provides the concept and intent for a future Final Subdivision & Development Plan to create a mixed use community, starting on the eastern portion of the property with single family residential lots and paired homes, consisting of 339 single-family homes. The subdivision would also create twenty outlots in this area, totaling 30.13 acres for easements, landscaping, open space, detention, and pedestrian access. An amenity center is proposed to serve the entire Revere North subdivision. There is also an active park area located in Outlot Q and a proposed parking area and dog park located in Outlots P & T (Attachment 2).

The subdivision proposes a mix of single-family detached lots with ranging from 6000 to over 7,000 square foot (SF) lots as well as 2,000 SF alley-loaded duplex lots (25' x 80'), with the following breakdown:

RESIDENTIAL LOT TYPE DATA				
PLANNING AREA	ACRES	HOUSING TYPE	# OF UNITS	% OF UNITS
PA-4A	12.6	SINGLE FAMILY DETACHED <6,000 S.F.	17	5.0%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	38	11.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
<i>SUBTOTAL</i>	12.6		79	23.2%
PA-5	12.5	SINGLE FAMILY DETACHED <6,000 S.F.	15	4.4%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	40	11.8%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
<i>SUBTOTAL</i>	12.5		79	23.2%
PA-7	5.0	SINGLE FAMILY ATTACHED	86	25.3%
	14.4	SINGLE FAMILY DETACHED <6,000 S.F.	53	15.6%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	21	6.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	21	6.2%
<i>SUBTOTAL</i>	19.4		181	53.2%
AMENITY SITE			1	0.3%
TOTAL	44.5		340	100.0%

Overall this mix provides for 25% attached homes; 34.7% lots less than 6,000 SF; 29.1% 6,000-7,000 SF; and 20.3% over 7,000 SF. The architecture provided is conceptual only, and depicts four “character elevations” of the duplex/paired homes, and the single family homes. Final architectural elevations will be provided with Final Development Plans and/or reviewed by Town Staff prior to construction (Attachment 4).

The development also proposes a 4.5-acre lot for an amenity site, which will be a focal point from the access from Veterans Parkway on the east, and ultimately somewhat centered in the overall neighborhood. There is also internal trail network that connects the outlots and pocket parks provided. Common open space areas are provided throughout the developed area and provide community activities for residents and future residents. Outlots will contain the requisite access, drainage, emergency, maintenance and utility easements and open space.

The development will contain a mixture of landscape materials, including small areas of irrigated turf, rock and wood mulch, and native grass. The outlots will be designated open space and detention areas and will be irrigated and maintained by a metro district or homeowners association (Attachment 3).

On Sheet L.24 of the Preliminary Development Plan (Attachment 3) a parking plan is shown, illustrating 10 off-street parking spaces integrated into the private drive by the paired homes, and showing the available on-street parking near the site resulting in a total of 91 spaces, in addition to the 2 car garages and full size driveways planned for those units.

Overall, Staff has no significant outstanding concerns with this preliminary plat and development plan, and believes it will promote the Town's goals of diverse housing types, walkable neighborhoods, efficient development patterns and logical extension of infrastructure. On a neighborhood level, it will play a significant role establishing a community and support future development and extension of the infrastructure for the Great Plains Village ODP area, planned to include a mix of compatible land uses.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, August 10, 2023. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property in question. This notice included a vicinity map and the proposed subdivision map.

Neighborhood meetings were held in person (one-on-one) with adjacent property owners in Fall of 2022 to address specific issues, as well as at Town Hall on September 22, 2022, for all owners and residents within 500 feet of the property (prior standard). Comments from the meeting indicated concerns with more urban-level development occurring along WCR50/LRC14 and the higher volume of traffic that is already affecting that corridor. Several folks noted faster driving speeds since the road was paved. The High Plains Blvd. extension was discussed, and overall development in Johnstown, as well as the opportunity for additional value for adjacent properties with the development and new infrastructure.

RECOMMENDED FINDINGS, CONDITIONS, AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval to Town Council, that the requested Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision be approved based upon the following findings:

1. The proposed subdivision is consistent with the Johnstown Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the applicable Great Plains Village Outline Development Plan, Town's codes, regulations, and requirements.
3. The proposed subdivision will meet the needs of the community by providing diverse single-family housing. This type of development features an appropriate neighborhood design which meets and exceeds the expectations for new development in Town, offering compatibility with existing and proposed nearby developments.
4. The proposed subdivision will provide for the planned extension of High Plains Boulevard, and connecting roadways, as well as major water and sewer infrastructure in this area of Johnstown.

Recommended Motion to Approve:

Based on the application received, information provided at this hearing, and findings noted, I move that the Planning & Zoning Commission recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision.

Alternative Motions:***Motion to Recommend Approval with Conditions***

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for Revere North subdivision, with the following conditions:

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision, based on the following findings:



Town of Johnstown

Revere North
Preliminary Plat &
Development Plan

Preliminary Plat & Development Plan (SUB23-0014)

Applicant: Forestar (USA) Real Estate Group INC.

Town Council

December 4, 2023

LOCATION & BACKGROUND

Item #11.

- Located North of Veteran's Parkway and South County Road 16
- Approx. 309.4 Acres
- 2005-Annexed into the Town of Johnstown in
 - GHB Annexation No. One and GHB Annexation No. Two, under Ordinance 2005-755.
- 2019- Great Plains Village Outline Development Plan (ODP) amended any prior ODP



Town of Johnstown

johnstown.colorado.gov | 970-587-4664

DEVELOPMENT PLAN

Item #11.

- **Community Amenities**

- 0.5-acre amenity site, which will be a focal point from Veterans Parkway
- Trail network that connects the outlots and pocket park/amenity center for the community

- **Single Family Homes (253)**

- 85 lots less than 6,000 SF
- 99 lots 6,000-7,000 SF
- 69 lots over 7,000 SF

- **Attached Homes (86)**

- 86 lots
- 10 off-street parking spaces are provided with the paired homes in addition to 2 car garages and full-sized driveways (91 guest spaces)



Single Family Detached



Single Family Attached



1 FRONT ELEVATION BUILDING TYPE A
NTS



2 FRONT ELEVATION BUILDING TYPE B
NTS



3 FRONT ELEVATION BUILDING TYPE C
NTS



4 FRONT ELEVATION BUILDING TYPE D
NTS



ANALYSIS & RECOMMENDATION

Item #11.

- Conforms to the Great Plains Village Outline Development Plan (ODP) .
- In substantial compliance with the Town's codes, regulations, and requirements
- Promotes the Towns goals of diversity of housing types, walkable mixed-use neighborhoods, and an efficient pattern of development.
- Staff Recommendation for Approval



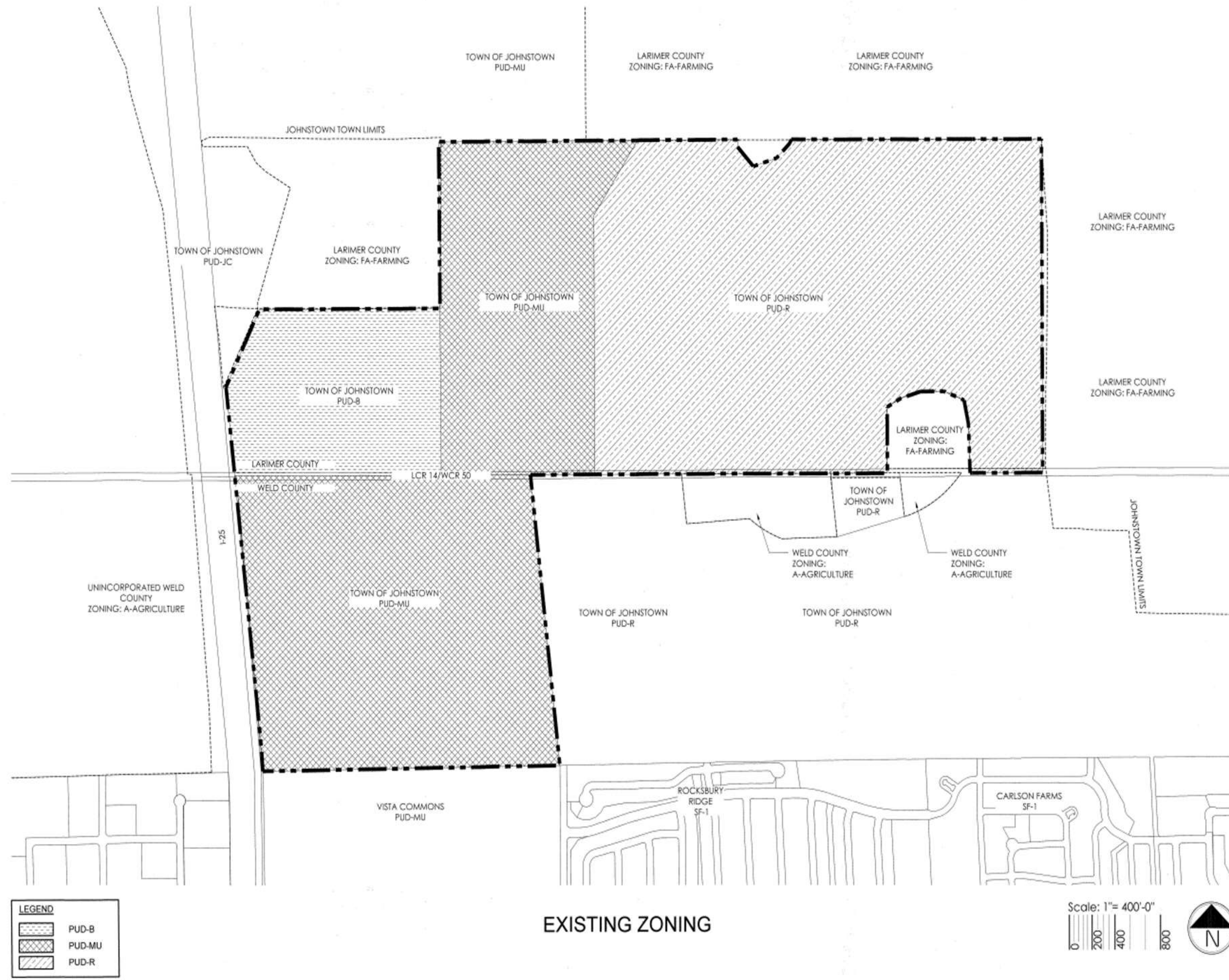
REVERE

AT JOHNSTOWN

REVERE NORTH PRELIMINARY DEVELOPMENT PLAN

September 18, 2023

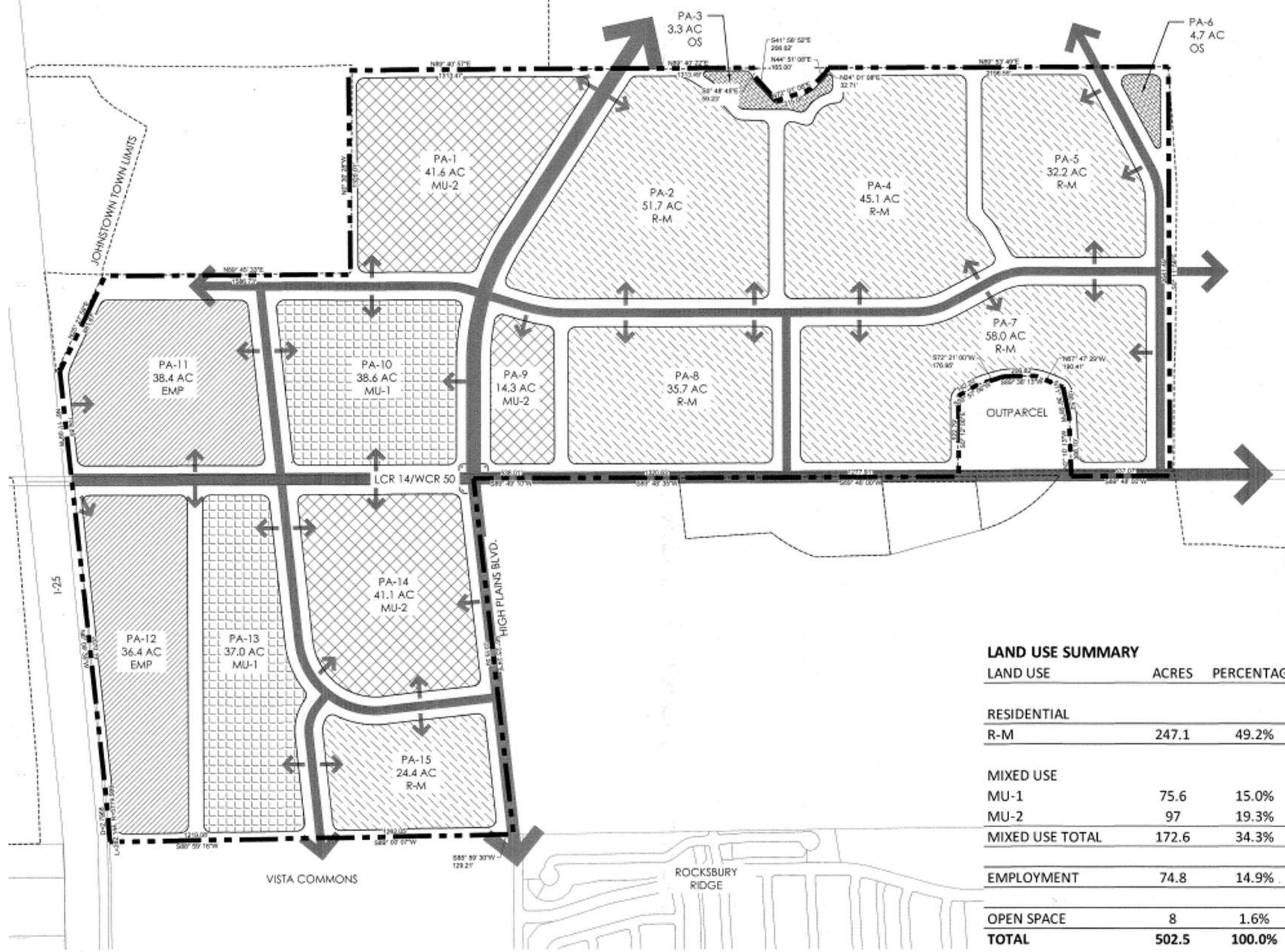
  



REVERE

AT JOHNSTOWN

OUTLINE DEVELOPMENT PLAN



LAND USE PLAN

LAND USE SUMMARY

LAND USE	ACRES	PERCENTAGE
RESIDENTIAL		
R-M	247.1	49.2%
MIXED USE		
MU-1	75.6	15.0%
MU-2	97	19.3%
MIXED USE TOTAL	172.6	34.3%
EMPLOYMENT	74.8	14.9%
OPEN SPACE	8	1.6%
TOTAL	502.5	100.0%

LEGEND

	MIXED USE - 1 (MU-1)
	MIXED USE - 2 (MU-2)
	EMPLOYMENT (EMP)
	MEDIUM DENSITY RESIDENTIAL (R-M)
	OPEN SPACE (OS)

IAX



REVERE

AT JOHNSTOWN

OVERALL SITE PLAN





IRRIGATION DITCH TO REMAIN

LAURA W. CHASE

EMERGENCY VEHICLE ACCESS

MARIO HERRARA/
JANICE D REVOCABLE
TRUST

FUTURE
DEVELOPMENT

FUTURE
DEVELOPMENT

FUTURE
DEVELOPMENT



REVERE

AT JOHNSTOWN

SITE ENLARGEMENT





LAURA W. CHASE

MARIO HERRARA / JANICE D REVOCABLE TRUST



REVERE

AT JOHNSTOWN

OPEN SPACE & PARKS ENLARGEMENT



REVERE NORTH PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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LJA ENGINEERING

PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

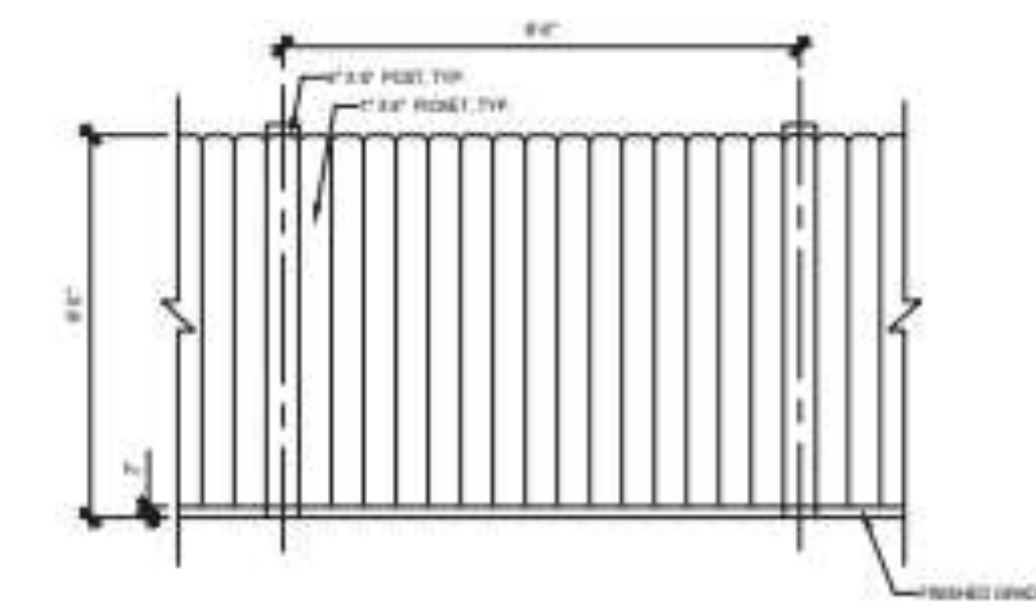
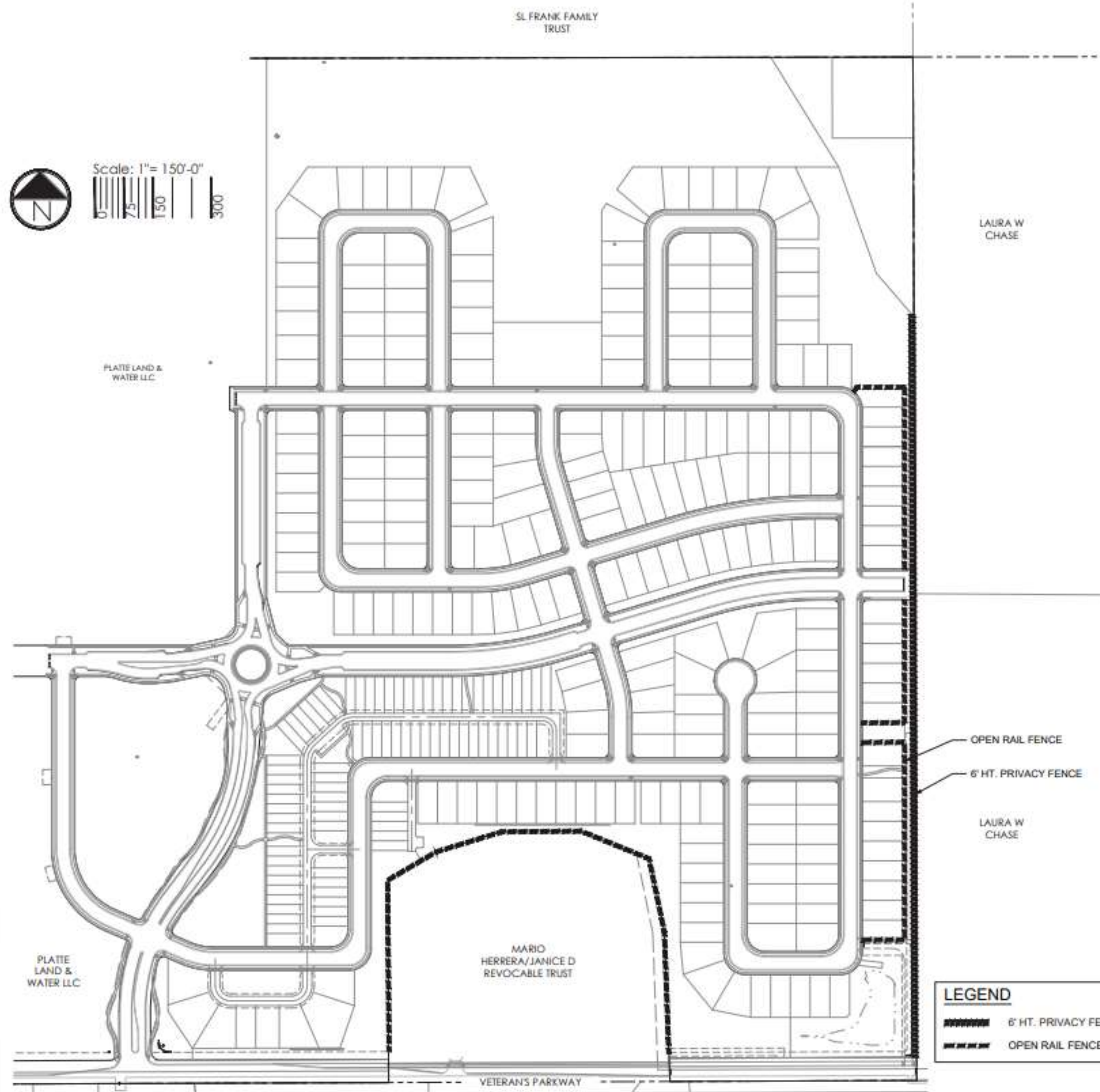
06-20-2023

REVISION DATE:

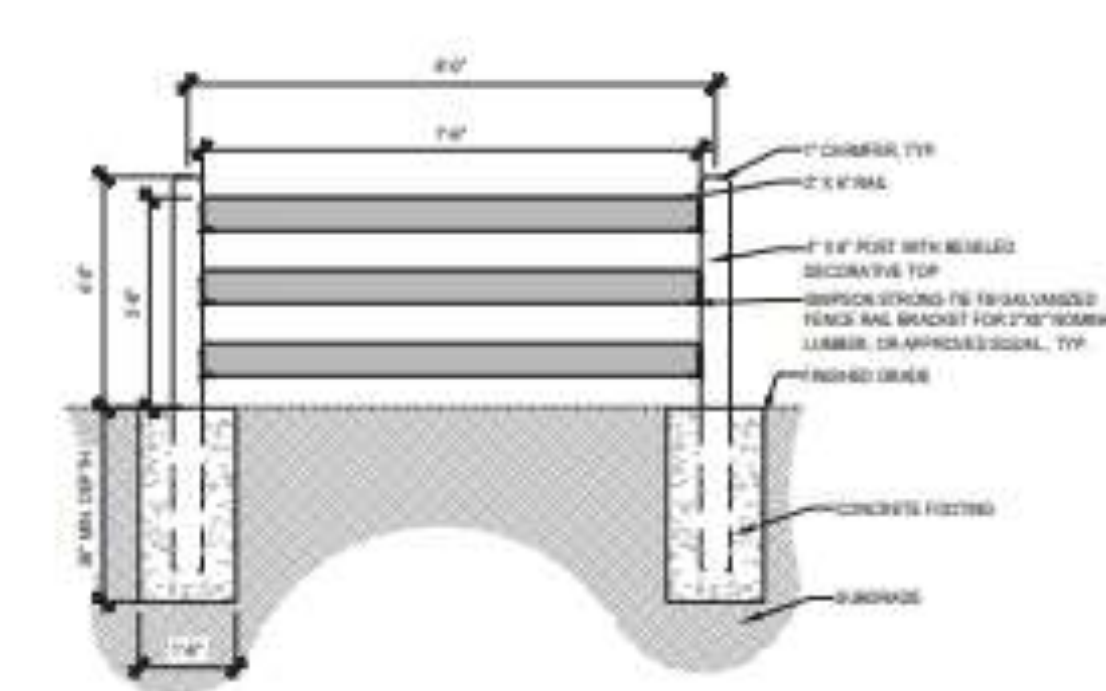
SHEET TITLE

FENCING PLAN
OPTION 1

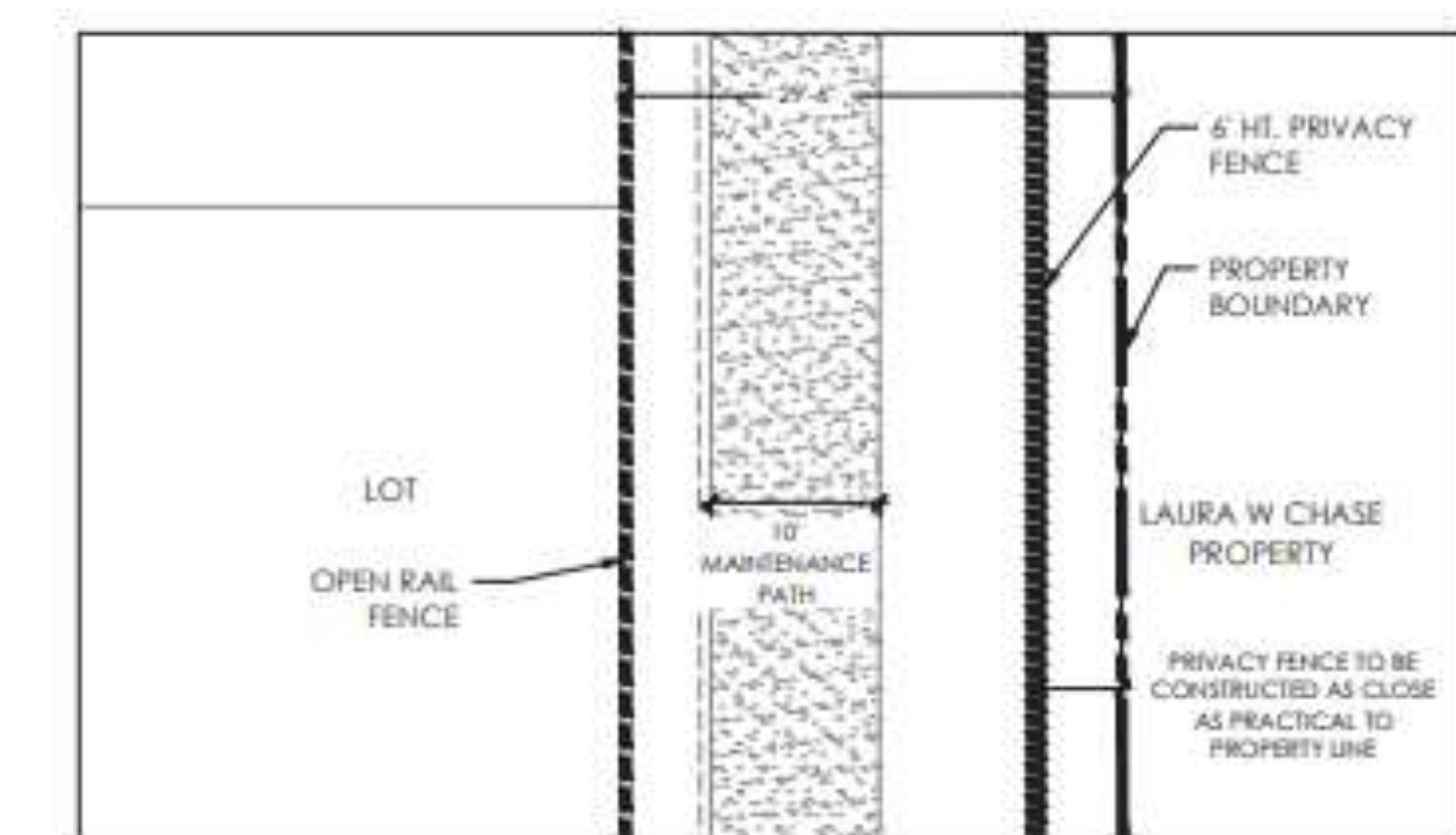
NOT FOR CONSTRUCTION



1 6' PRIVACY FENCE
3/8" = 1'



2 OPEN RAIL FENCE
3/8" = 1'



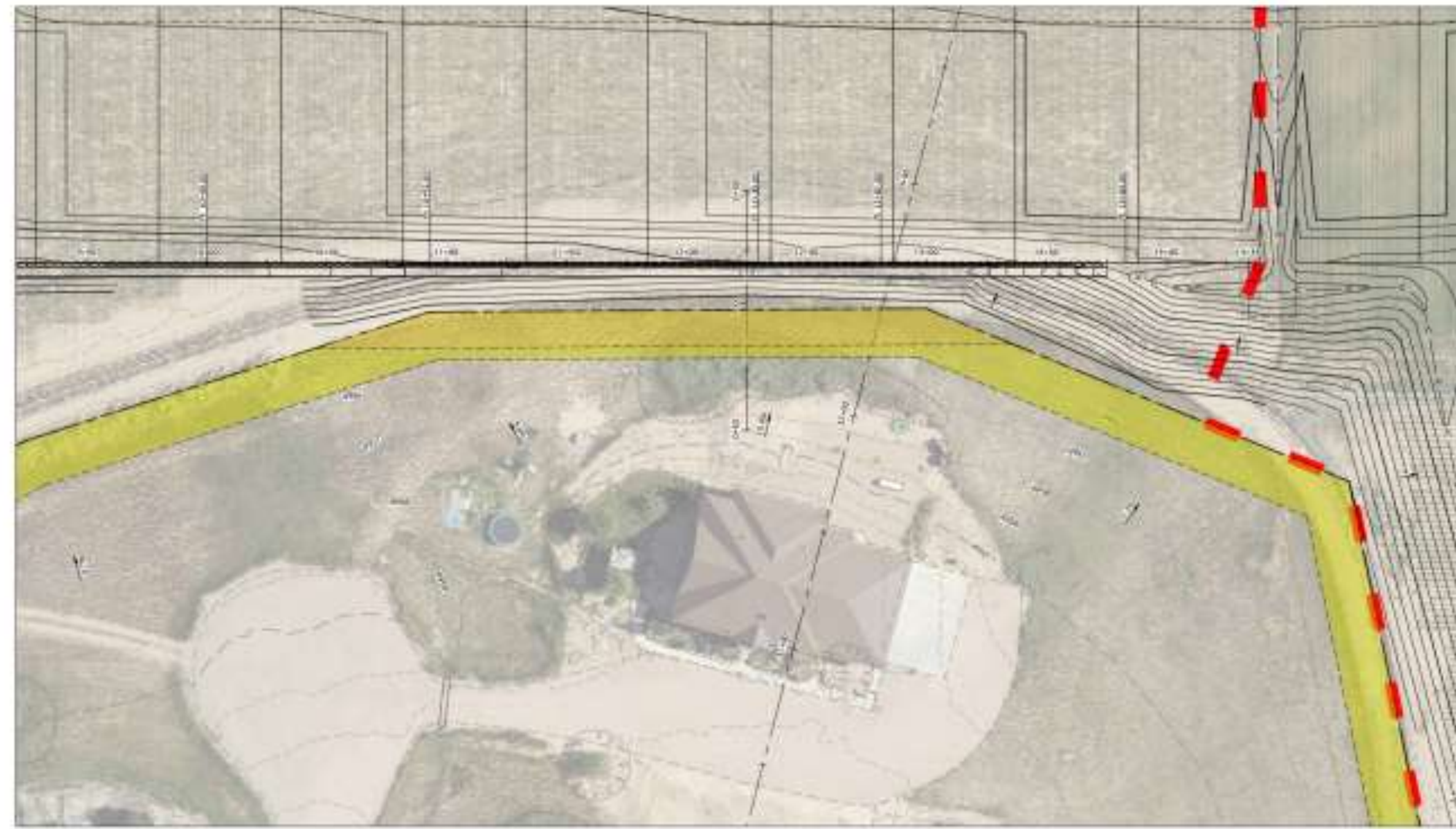
3 EAST PROPERTY LINE FENCE TYPICAL
1" = 10'-0"

LEGEND	
	6' HT. PRIVACY FENCE
	OPEN RAIL FENCE

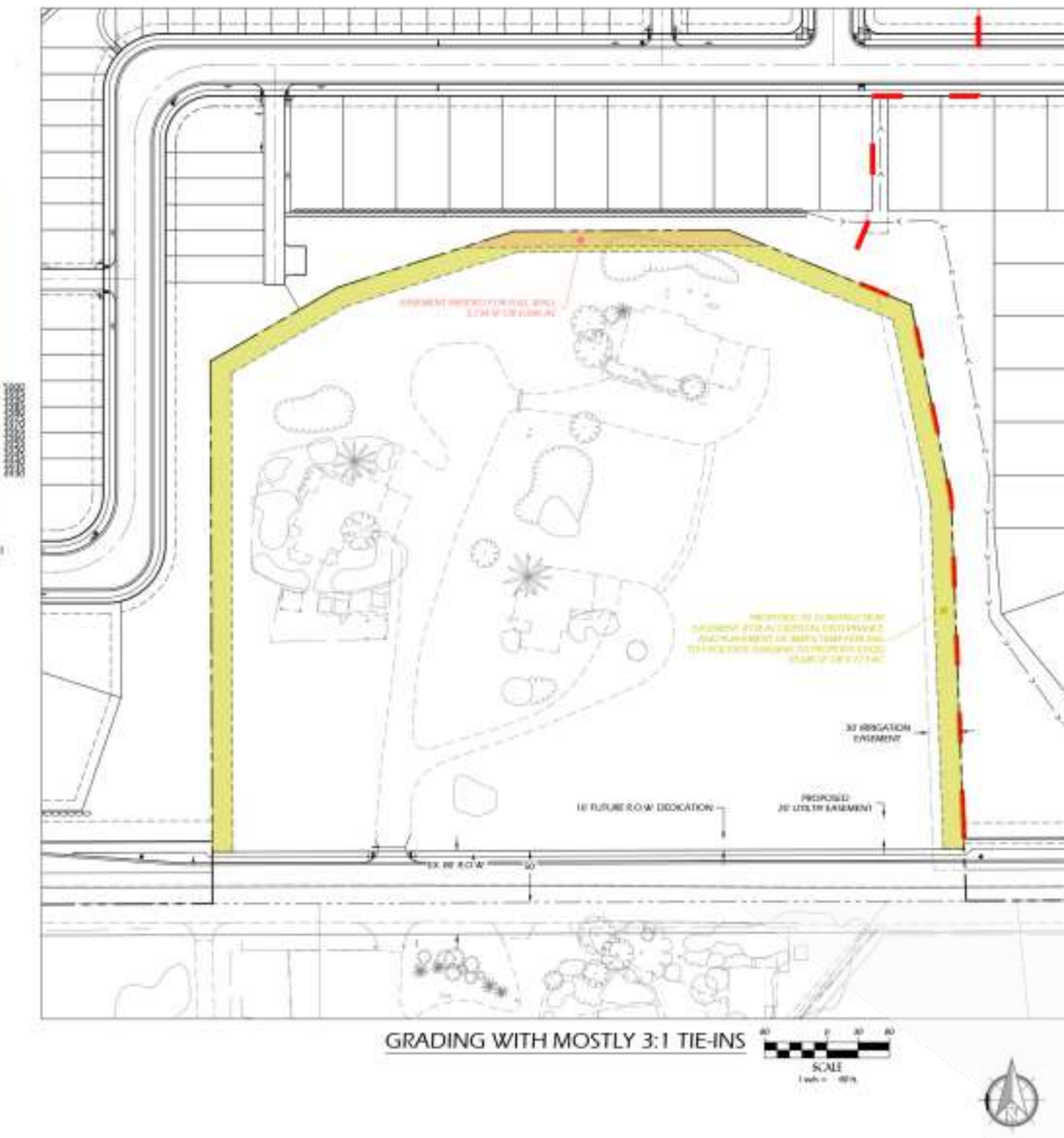
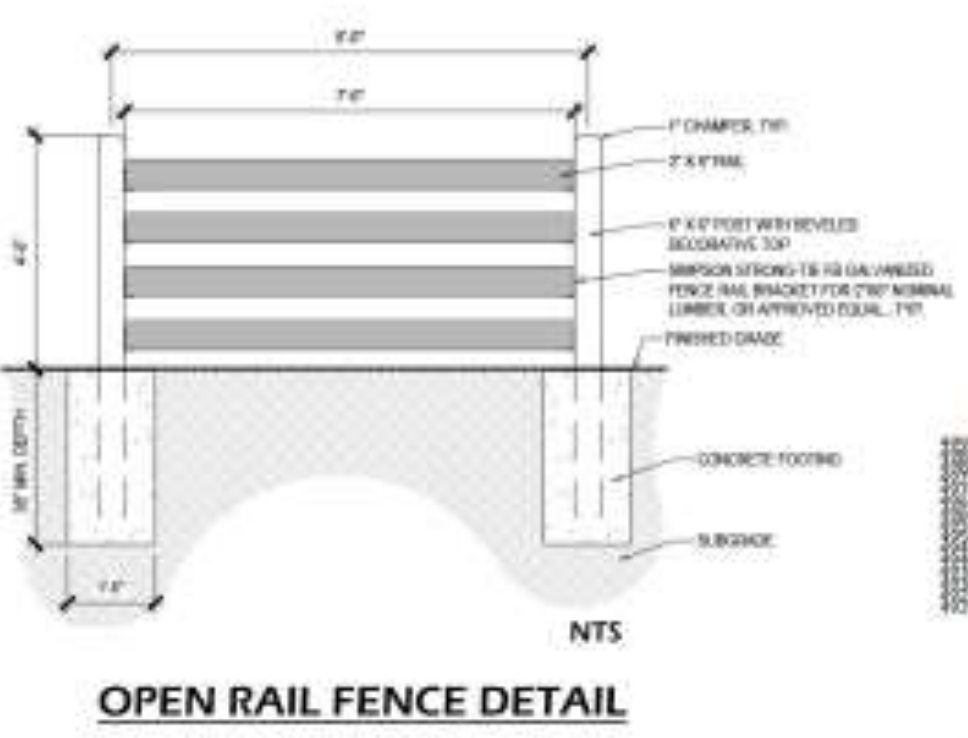
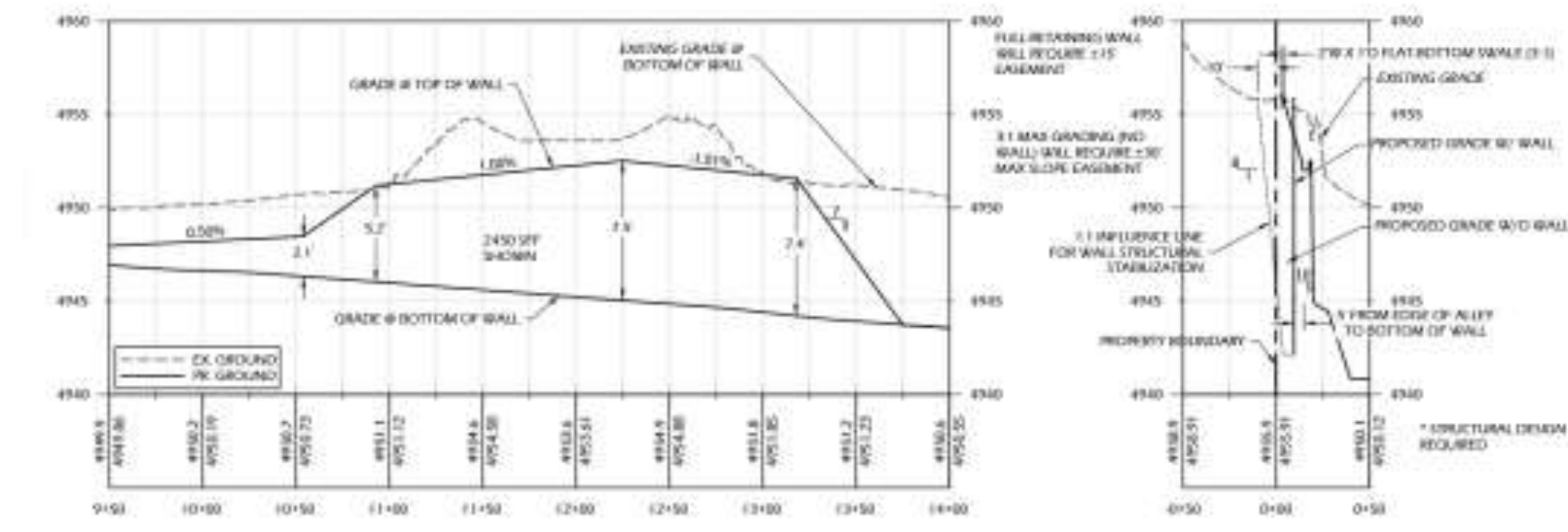
NOTE: ALL FENCING ON SHOWN PLAN SHALL BE INSTALLED BY DEVELOPER.



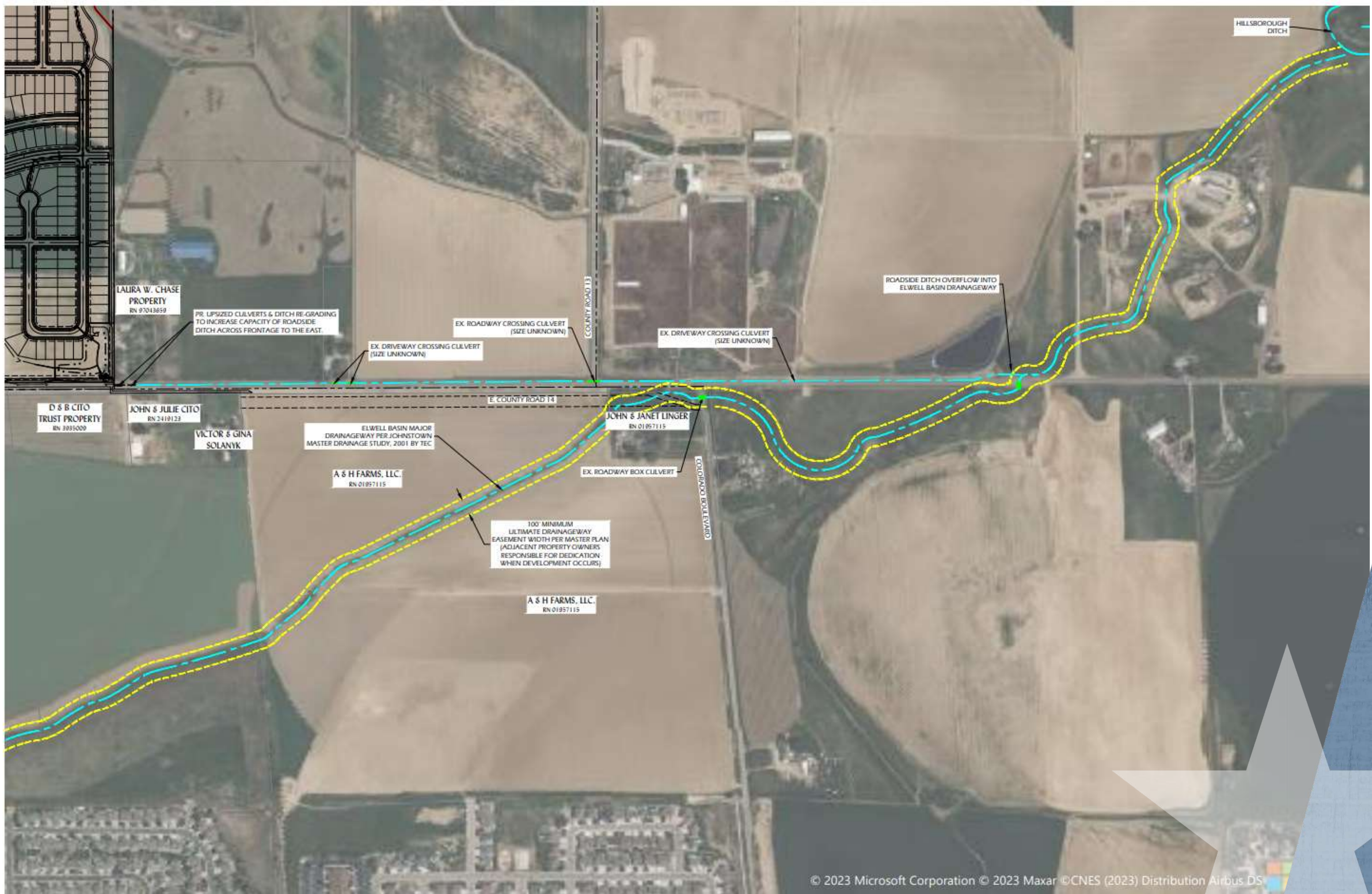
PERIMETER FENCE DETAILS



GRADING WITH MINIMAL OFFSITE GRADING IMPACT (WALLS)



GRADING WITH MOSTLY 3:1 TIE-INS



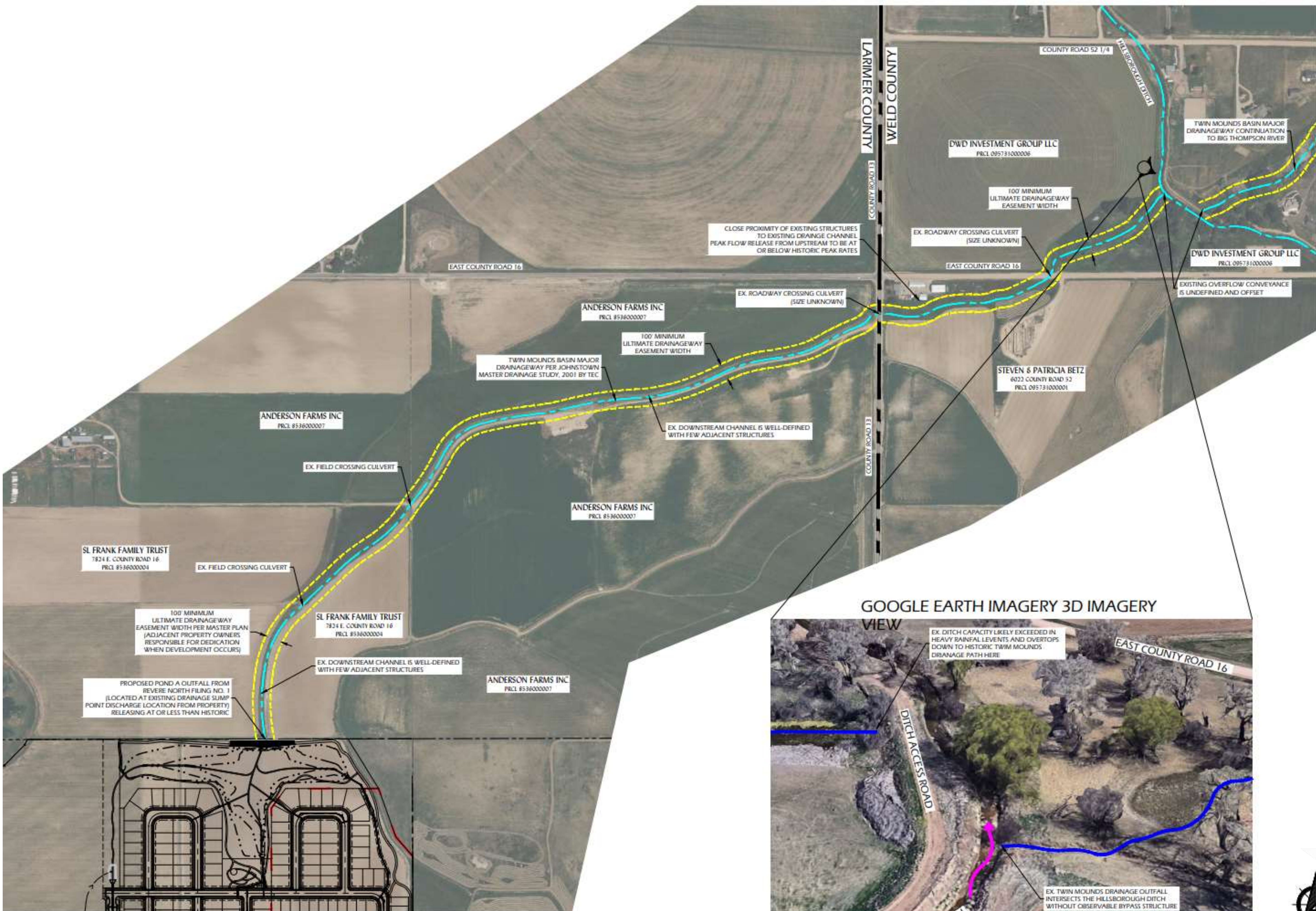
© 2023 Microsoft Corporation © 2023 Maxar ©CNES (2023) Distribution Airbus DS



REVERE

AT JOHNSTOWN

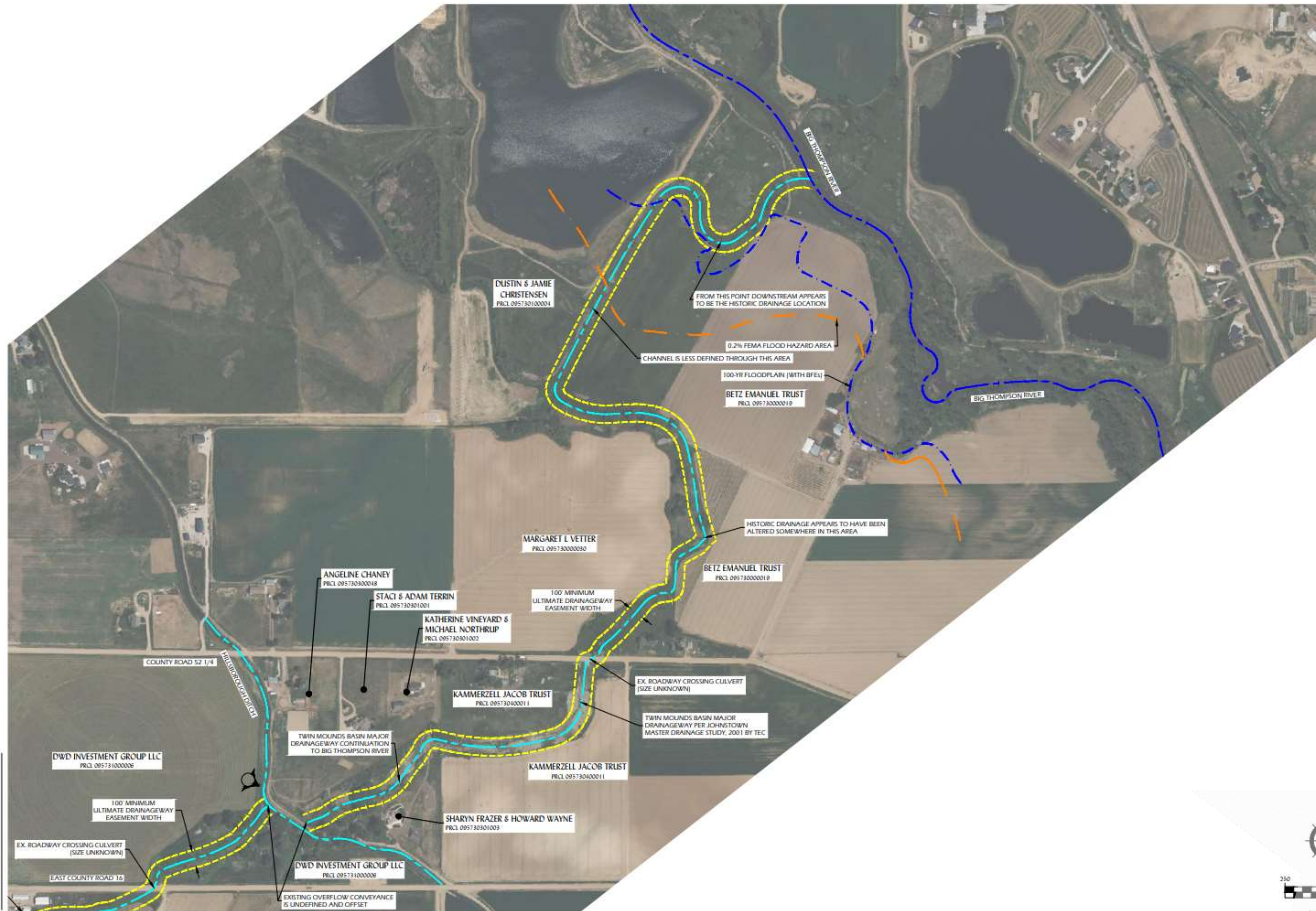
OFF-SITE MAJOR DRAINAGE BASIN CORRIDORS - SOUTH



SEE NEXT SHEET

GOOGLE EARTH IMAGERY 3D IMAGERY VIEW





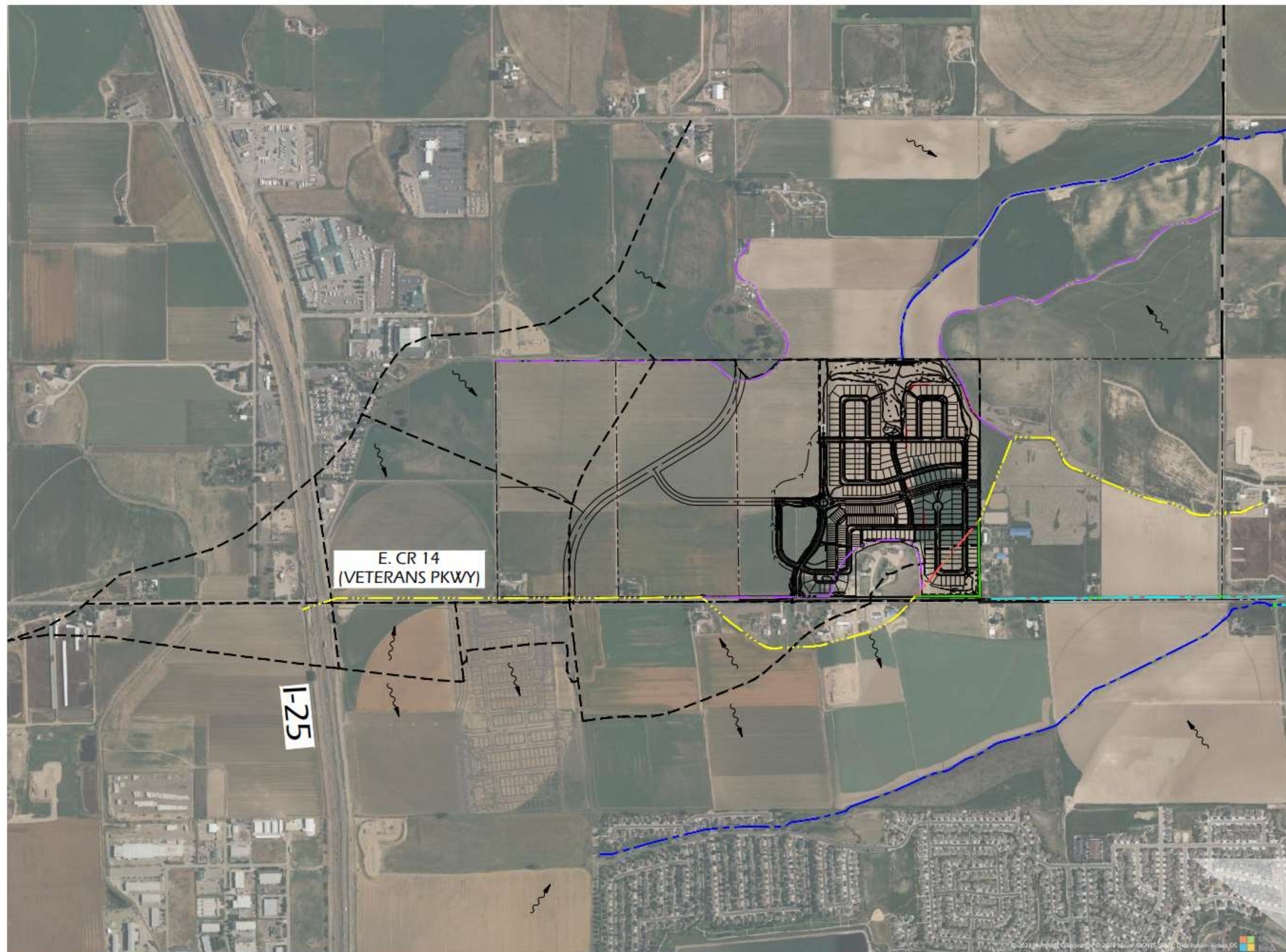
SEE PREVIOUS SHEET



REVERE

AT JOHNSTOWN

OFF-SITE MAJOR DRAINAGE BASIN CORRIDORS - NORTH



LEGEND

- HARRY LATERAL (MAIN)
- HARRY LATERAL (BRANCH)
- MAJOR DRAINAGE CL

E. CR 14
(VETERANS PKWY)

I-25

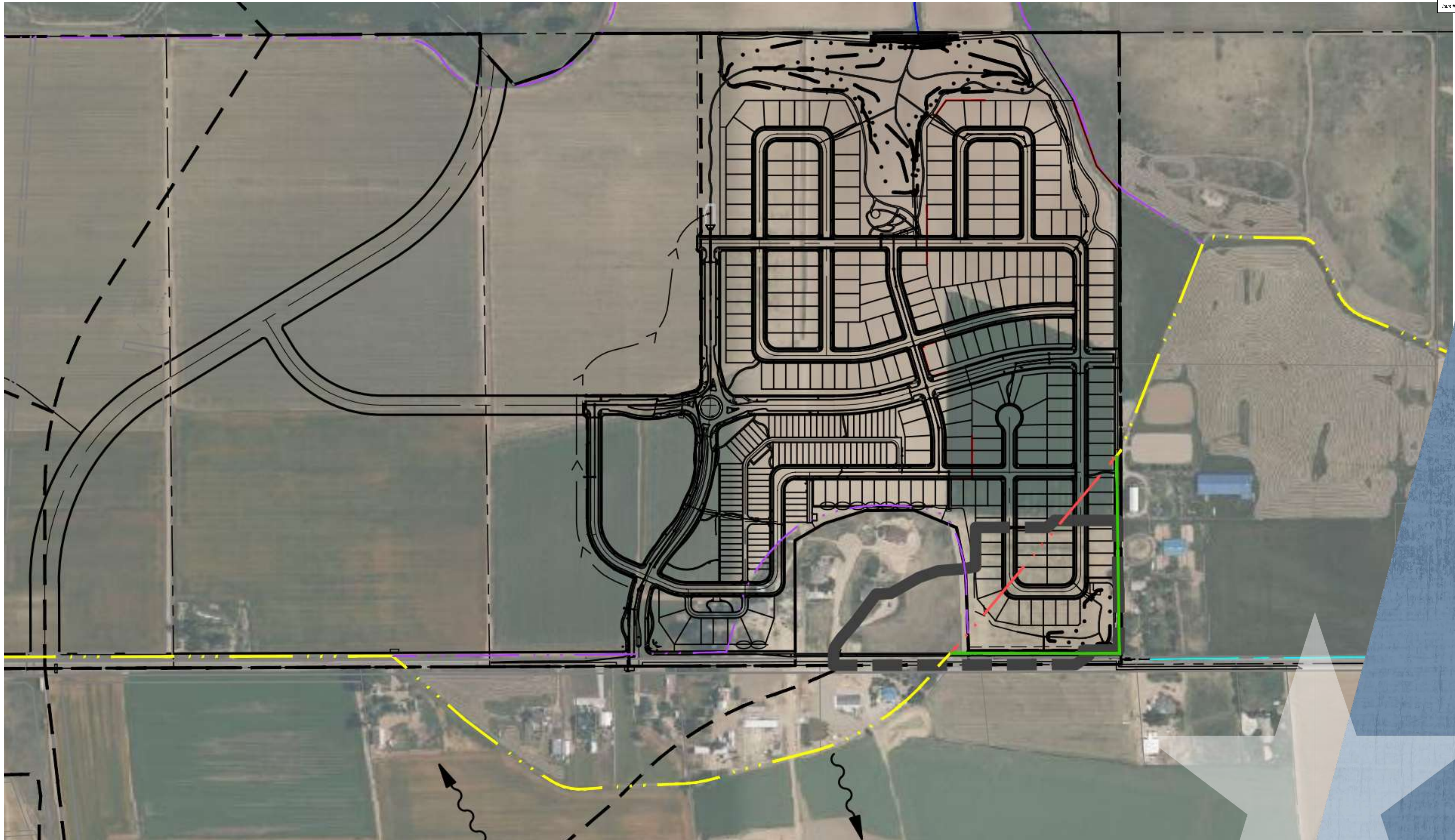
SCALE
1 inch = 250'



REVERE

AT JOHNSTOWN

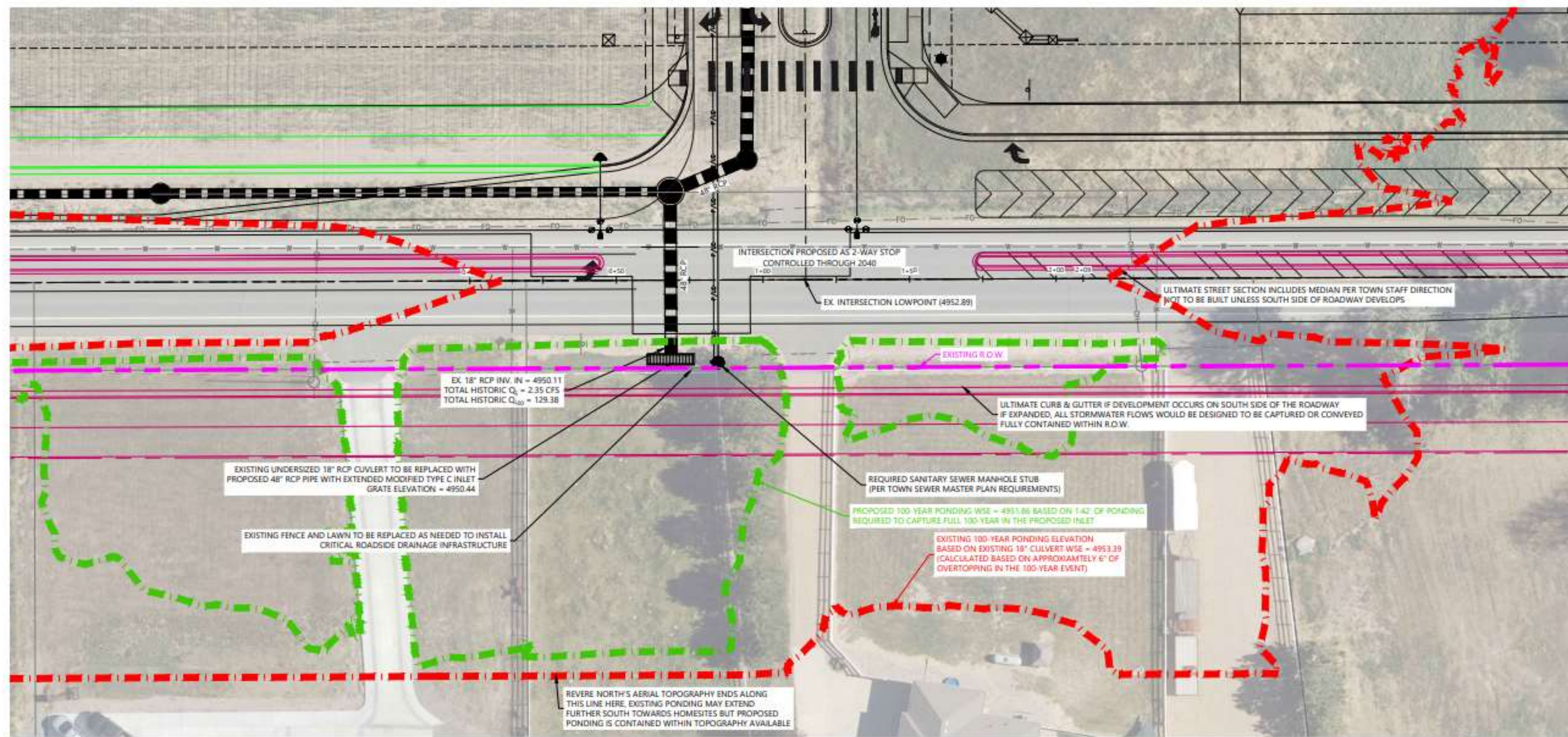
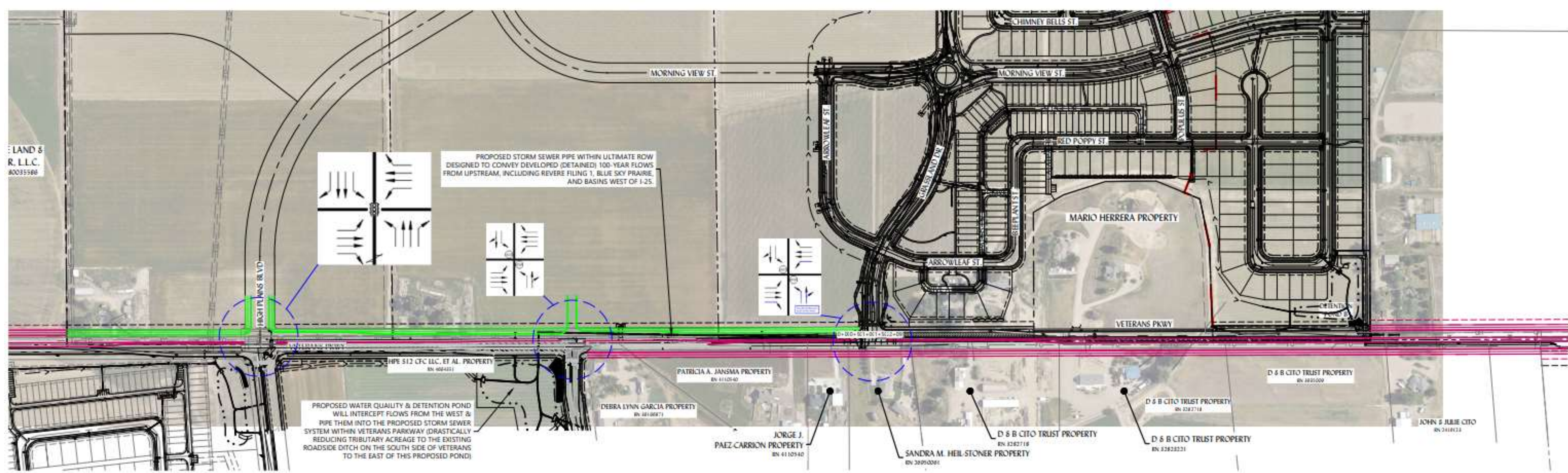
OVERALL DRAINAGE CONCEPT

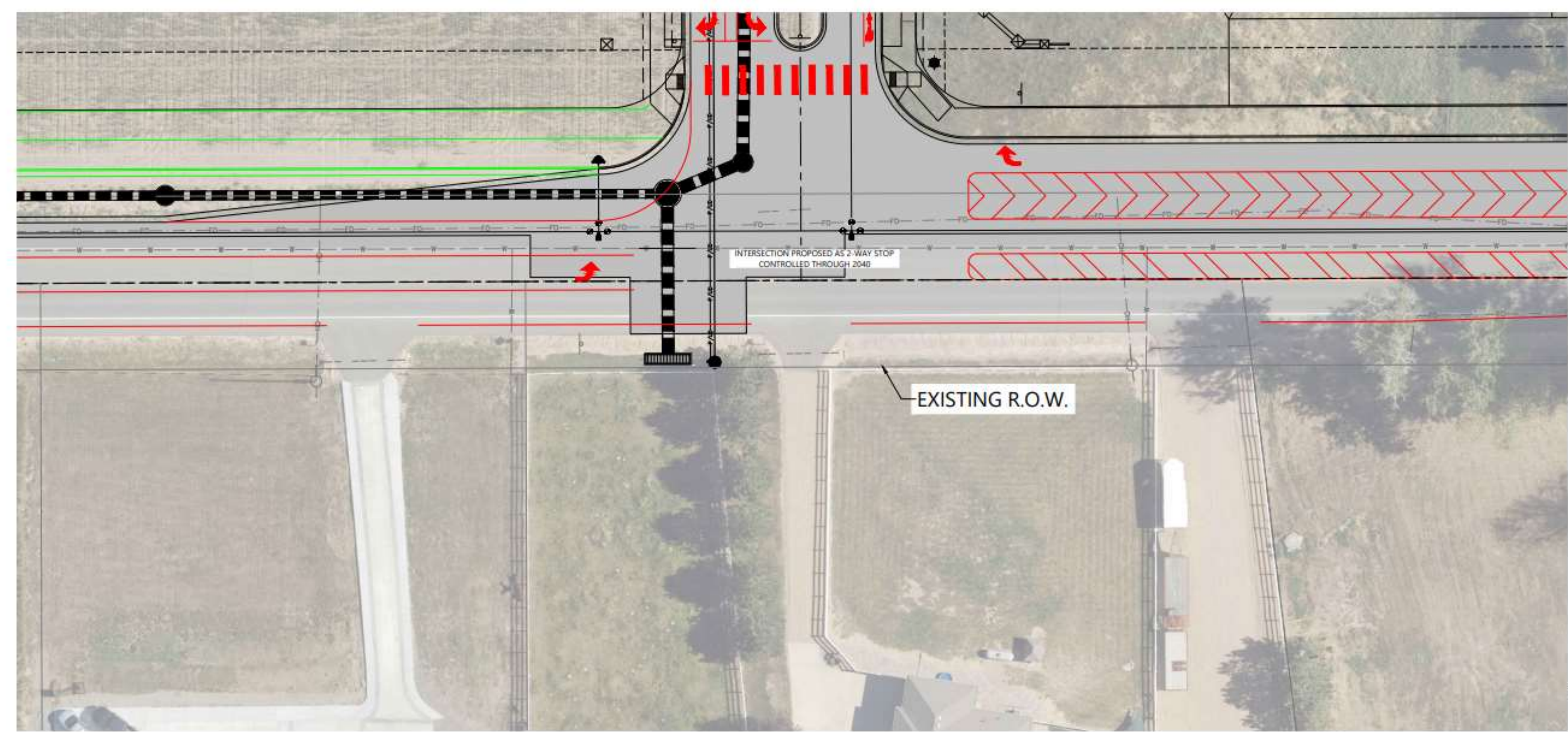
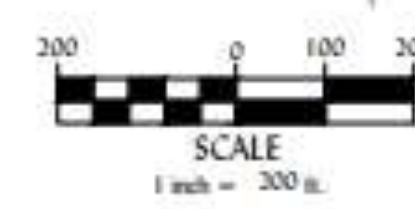
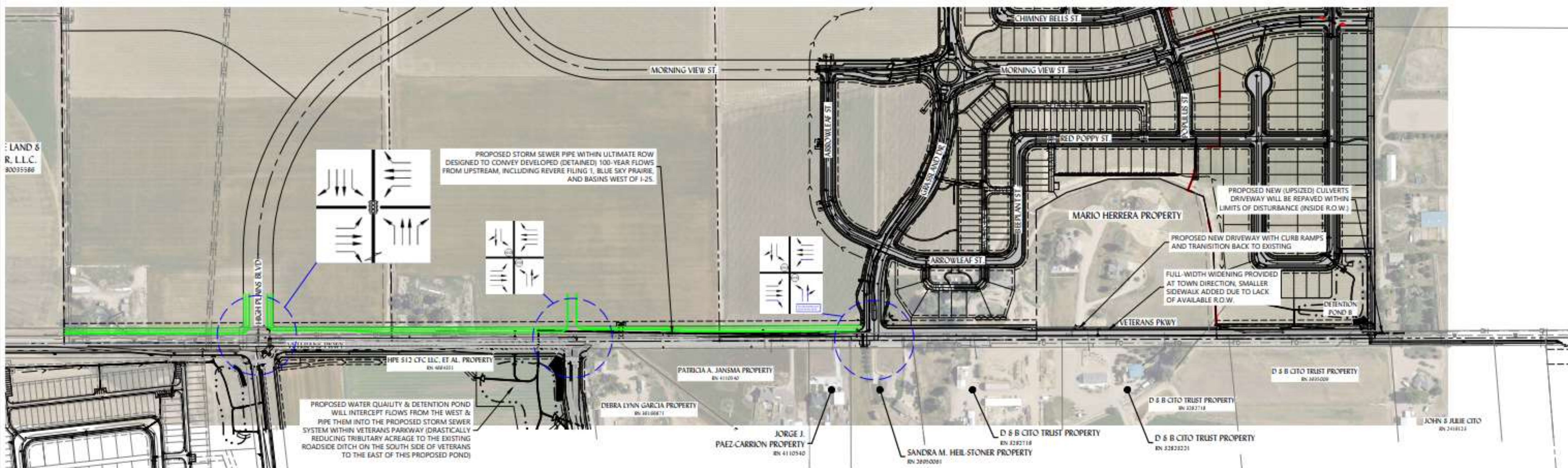


REVERE

AT JOHNSTOWN

IRRIGATION DITCH DETAIL

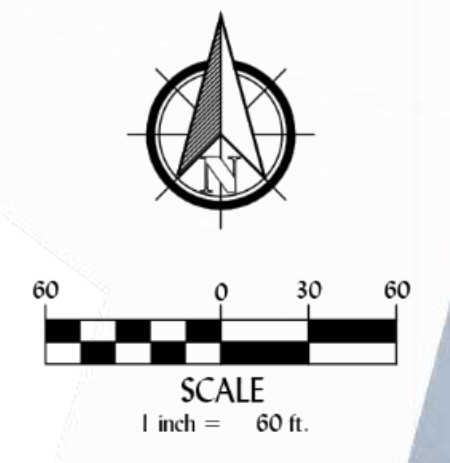
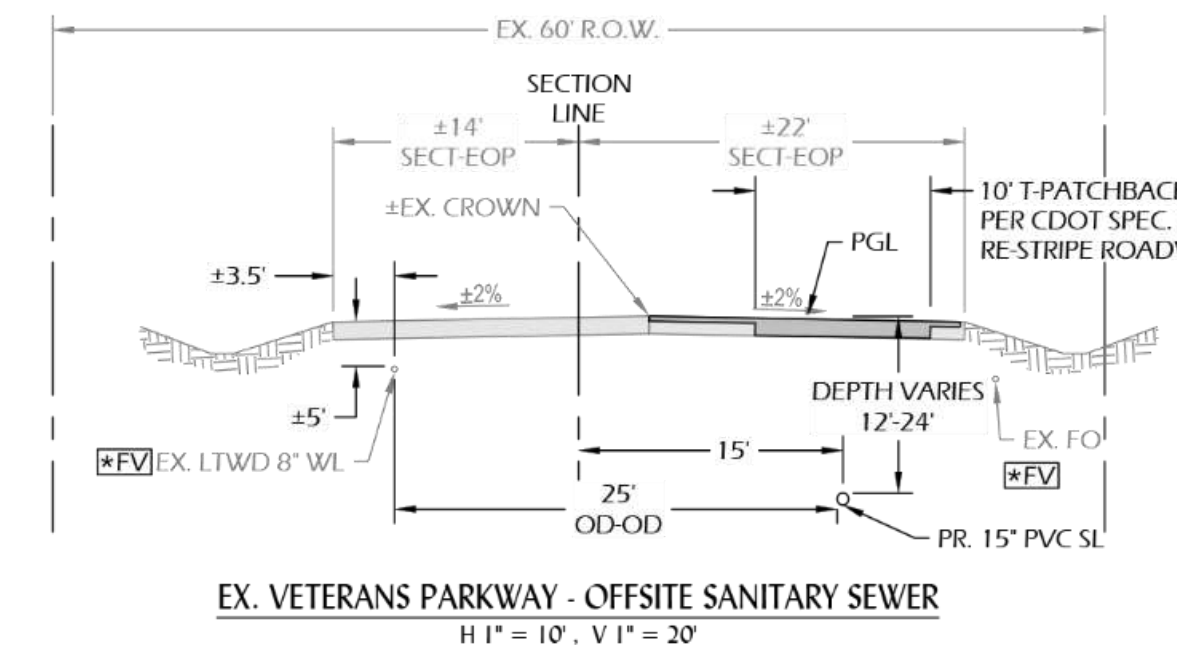
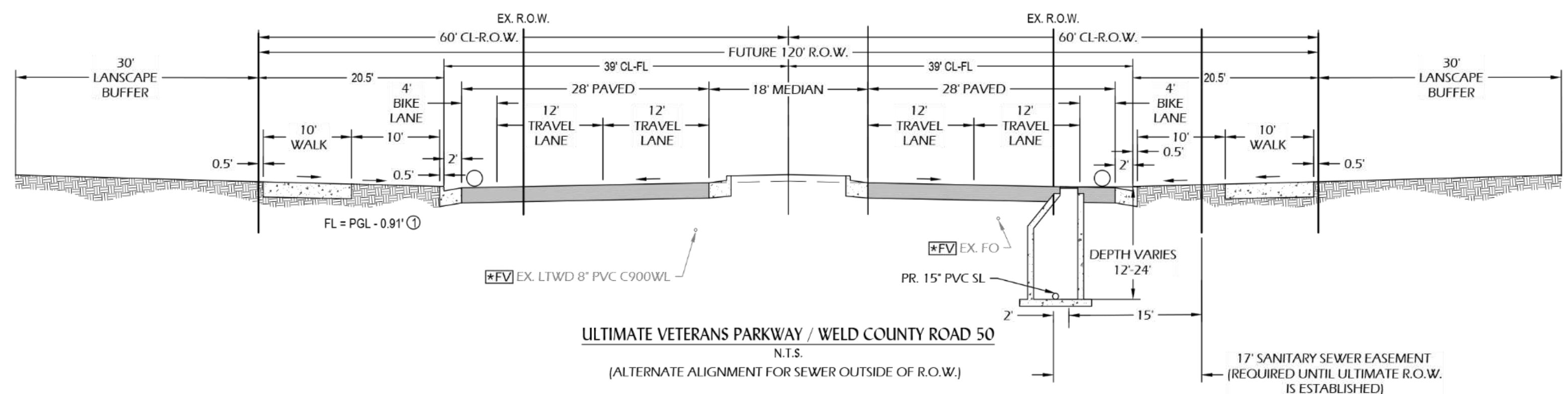
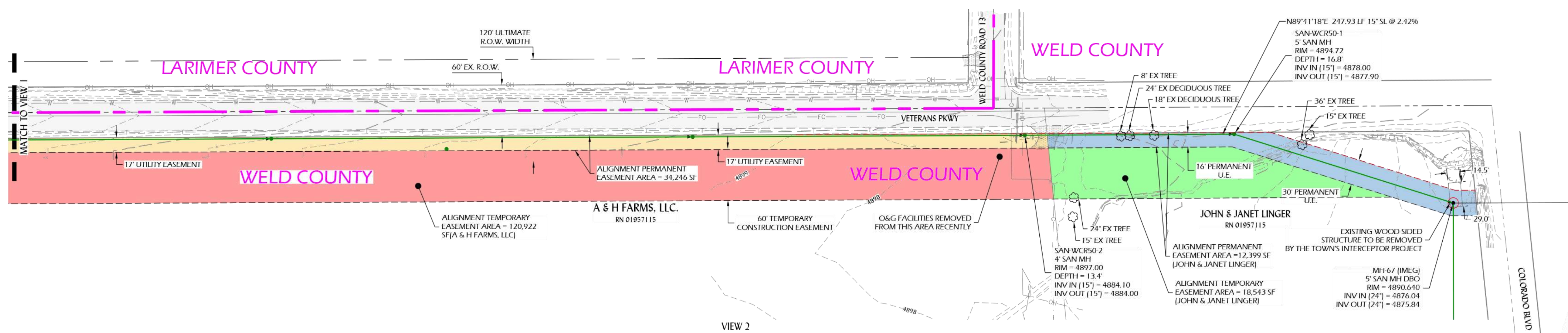
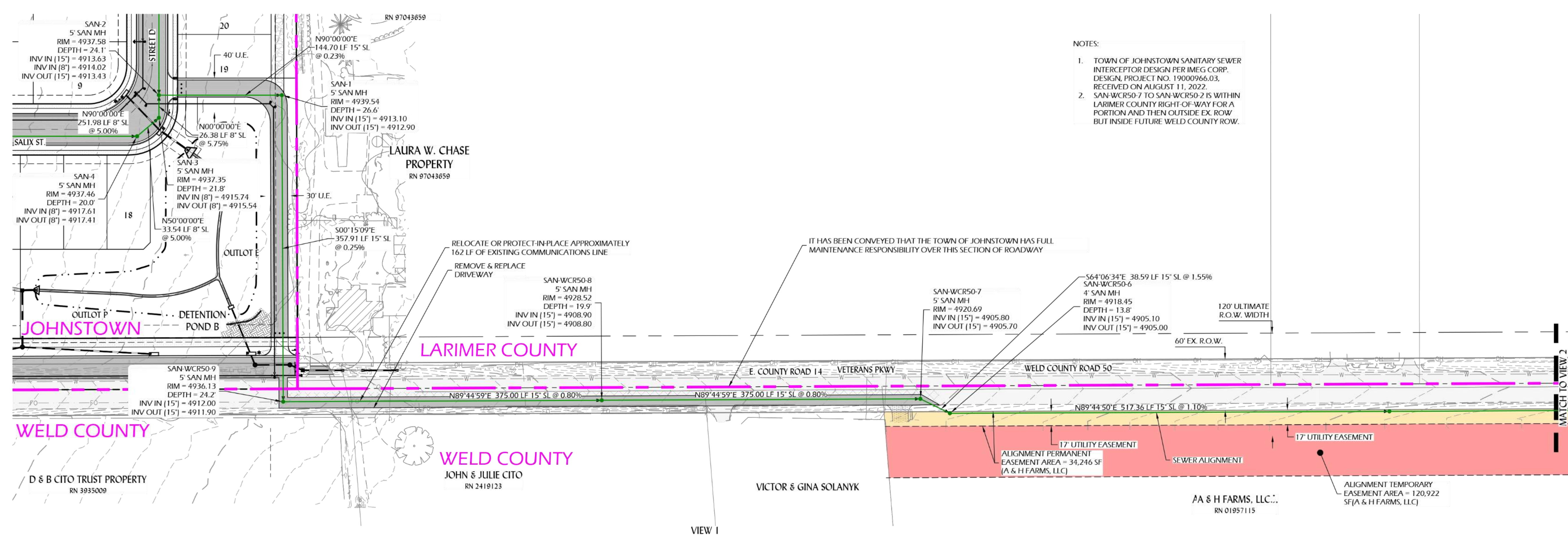




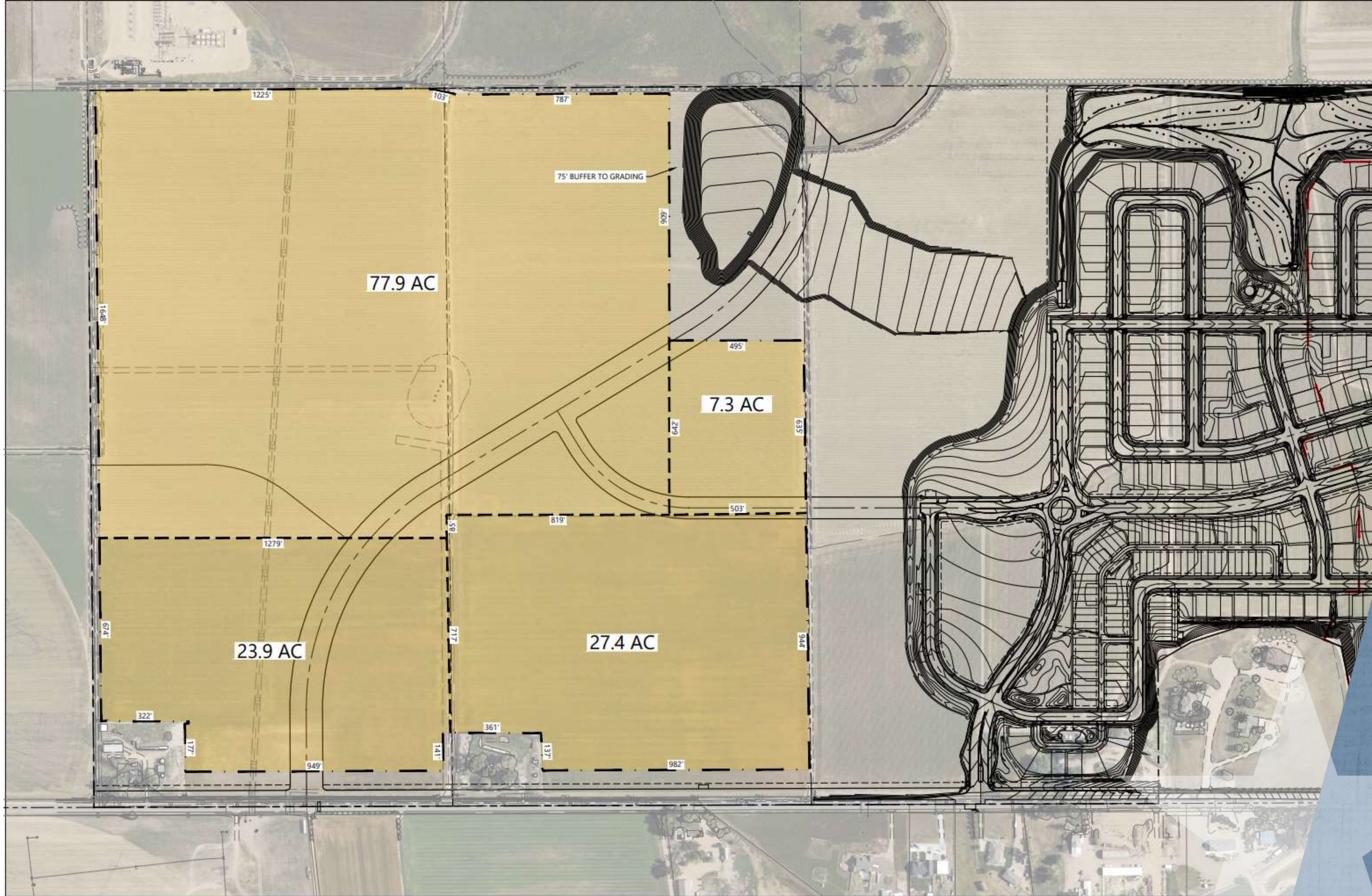
REVERE

AT JOHNSTOWN

VETERANS PARKWAY INTERSECTION AND WIDENING



OFF-SITE SANITARY SEWER ALIGNMENT



REVERE

AT JOHNSTOWN

FARMING EXHIBIT

Review Criteria. A preliminary plat shall be reviewed according to the following criteria.

- a) The application is in accordance with the Comprehensive Plan, and in particular, the physical development patterns and concepts of the plan.
- b) The development and infrastructure are arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.
- c) The arrangement and proposed design of streets, open spaces, and blocks meet the development and design standards in this Chapter and are coordinated with existing or potential development on adjacent property.
- d) The proposed blocks and lots are capable of meeting all development and site design standards of the applicable zoning district.

- e) The application demonstrates a preliminary feasibility of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.
- f) Any phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.
- g) Any impacts identified by specific studies or technical reports, including a review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
- h) The design does not impede the construction of anticipated or planned future public infrastructure or other development within the area.
- i) The plat has addressed issues of professional staff or any other public entity or review agencies asked to officially review the preliminary plat and received positive recommendations.

THANK YOU



Matt LeCerf

From: Troy Mellon
Sent: Wednesday, November 29, 2023 7:53 AM
To: Matt LeCerf; Avi S. Rocklin
Subject: Fwd: Revere development

Received this outside of the quasi judicial process.

Get [Outlook for iOS](#)

From: Mario Herrera <marioh3157@gmail.com>
Sent: Tuesday, November 28, 2023 10:27:12 AM
To: Troy Mellon <TMellon@JohnstownCO.gov>
Subject: Revere development

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 Mr. Mayor

My name is Mario Herrera. I want to clarify an item from the minutes for the town council meeting on September 18, 2023. In Resolution 2023-43, section 3, # 5, it states: "there shall be sixty (60) feet of open space between the real property owned by Laura W. Chase and the east side of the development". My wife Janice and I, during public comments, requested this buffer zone around our property. Following our comments, the town council members had a discussion about the appropriateness of buffer space for existing properties and concluded that at least 60' would be required- we thought we were included in this decision. Since there is a meeting coming up, I thought this should be brought to your attention. Unfortunately, I will not be able to attend the December 4th meeting, but my wife will be there.

Thank you for your consideration and time on this matter,

Mario Herrera
(970) 290-3452
marioh3157@gmail.com

Matt LeCerf

From: Erica Schultz <harrylateraloffice@gmail.com>
Sent: Wednesday, November 29, 2023 9:32 AM
To: Matt LeCerf; James Hayes
Cc: Mario Herrera; Walter Krumb; Brent Bartlett; David Schultz - ICE
Subject: Harry Lateral Ditch Status with Forestar Revere North Development

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.

Good morning, Matt:

The Harry Lateral Ditch is aware that Forestar has a public hearing with the Town of Johnstown Town Council on Monday, 4th December. Jim Hayes asked that I reach out to give you a quick update on the ditch side of things.

From the ditch perspective, we are relatively close to having final draft agreements prepared, but there are still some final details to be added to Forestar's plans. We have conceptual approval, but need to see updated plans presented for final approval so they can be used as exhibits in the agreements.

Please let me know if you have any questions or if there are any additional details you may need from me for the hearing.

Thank you,
Erica

--

Erica Schultz

Executive Administrative Assistant

Harry Lateral Ditch Company

4000 Loma Vista Pl.
Johnstown, CO 80534
E-Mail: harrylateraloffice@gmail.com



November 28, 2023

Mr. Matt LeCerf
Town Manager
Town of Johnstown
450 S. Parish Ave / PO Box 609
Johnstown, CO 80534

Dear Mr. LeCerf,

On behalf of Forestar (USA) Real Estate Group Inc. (“Forestar” or “Applicant”), I am writing to follow up on your email on November 1, 2023, and draft Resolution No. 2023-43 regarding the Preliminary Plat and Preliminary Development Plan (“PDP”) for Revere North Subdivision. The Planning and Zoning Commission recommended approval with no conditions on August 18, 2023, and the Town Council approved the application with conditions on September 18, 2023. I understand this draft resolution is intended to document the comments from the Town Council at the public hearing on September 18, 2023.

We appreciate the opportunity to present the details of our land use applications and respond to the comments from the public and the Town Council. Procedurally, the Town Council closed the public hearing and discussed several conditions, but the final motion was not clear. We concur that each of the conditions in the proposed resolution were stated as comments, but not necessarily included in the final motion. Additionally, we were not given an opportunity to further comment on each of the conditions, nor did the Town Attorney provide any legal advice about the applicability of the conditions under the approved zoning. We appreciate the action of the Town Council on November 6, 2023 to reconsider the PDP and the proposed conditions. We are requesting the public hearing narrowly focus on the outstanding conditions rather than a full reconsideration of the issues that were resolved on September 18, 2023. As a reminder, the subject property is subject to an approved Outline Development Plan, (“ODP”) which was approved by the Town Council on January 6, 2020 (**Exhibit A**, Ordinance 2020-168) subject to two conditions:

- A. As preliminary and final development plans proceed, the developer shall make substantial and meaningful efforts to work with: (i) the adjacent property owner to the east to ensure appropriate safety and screening from the existing residence and the agricultural use of the property as a horse track and arena and (ii) property owners to the north who will be impacted by the ultimate extension of High Plains Boulevard; and
- B. Lots used for any outdoor storage or for motor vehicle sales, rental or storage, including, but not limited to, automobiles, large motorized equipment and recreational vehicles, shall be subject to prior approval by Town Council.

Since the PDP for Revere North does not include any non-residential land uses, only Condition A applies. The ODP includes all the required elements of a PUD document and effectuates the zoning of the property. The Introduction section states:

“The purpose of this section is to establish general provisions and clarify standards and requirements for development within the Great Plains Village PUD. Due to the size of land area contained within this PUD and the corresponding long term build out that is anticipated, a rather broad range of densities and/or square footages have been proposed for each land use parcel. These ranges will allow a variety of commercial, light industrial, and housing products. In addition to promoting land use and density flexibility, ranges will accommodate housing product, land planning, market and technological changes in the future. Refer to the planning area summary for specific densities and square footages.”

The Revere North PDP and Preliminary Plat overlap Planning Areas 4, 5, and 7, which is zoned R-M, Residential in the approved ODP. Planning Areas 4 and 5 have a residential density range of 3 (minimum) to 6 (maximum) dwelling units per acre. Planning Area 7 has a residential density range of 3 (minimum) to 8 (maximum) dwelling units per acre. The proposed PDP complies with the density requirements of the ODP with an overall density of 3.4 dwelling units per acre. Single-family detached and single-family attached land uses are principal permitted uses in the land use tables of the ODP. Therefore, the PDP as proposed meets the residential density ranges and the approved land uses of the ODP.

The ODP shows the following uses and potential impacts to the property owner to the east:

- 1) Planning Area 6 lies northeast of a private lateral of the Harry Lateral Ditch and is shown as open space. This area was envisioned as an active dog park in the original plans.
- 2) A collector road dividing Planning Area 6 and Planning Area 5 was also delineated in this area of the plan.
- 3) The collector road was directly adjacent to the east property line and proposed an intersection with Veterans Parkway.

The uses and impacts to the property owner to the east in the proposed PDP are consistent with those outlined in the ODP above, and the PDP meets Condition A of the ODP approval through the following means and methods:

- 1) Planning Area 6 will remain as passive open space and no active recreational uses will be developed in this area. In addition, all trails will be on the west side of the irrigation ditch private lateral and no pedestrian access will be provided across the ditch.
- 2) The collector road (Grassland Drive) was moved to the west side of Filing 1 and 2 as far away as possible from the eastern property line while still allowing safe intersection designs with Veterans Parkway.
- 3) The southeast corner of the site, closest to the single-family residence on the property to the east, has been designed as a detention pond and open space and no homes will be built in this area.
- 4) A 30-foot buffer has been designed from the east property line to the closest private lot line. Within the buffer, there is a privacy fence on the property line, a trail easement and

ditch access area, and a split rail fence with landscaping as shown in **Exhibit B**. In addition, the rear setback of the homes along these lots is a minimum of 15 feet so the closest a home could be to the east property line is 45 feet.

Draft Resolution No. 2023-43, **Exhibit C**, under consideration by the City Council would approve the Preliminary Plat and PDP for the Revere North Subdivision Filing 1 and 2 with conditions. The following responses to such conditions are included for Town Council’s consideration at the public hearing on December 4, 2023:

Condition 1: The height of the residential homes along the portions of Red Poppy Street, Bitterroot Street, Beeplant Street and Crown Sparrow Street that are adjacent to the real property owned by the Mario and Janice D. Herrera Revocable Trust (“Herrera Property”) shall be minimized;

Applicant response:

*In reviewing the ODP, all the lots and homes shall meet the minimum requirements for height and size. The PDP meets these requirements. There are no conditions in the ODP that require larger lot sizes or lower height homes on the perimeter or adjacent to agricultural zoned land in the County. In addition, the Applicant and consultants met Mr. Herrera on site on September 28, 2023, and outlined the grading that will be completed north of the property line, including an open rail fence, landscaping maintenance area, and retaining wall. The approximate height distance from the property line to the base of the retaining wall is 14 feet. The approximate height distance from the nearest single-family home foundation height to the base of the retaining wall is 20 feet. A height diagram is provided in **Exhibit D**. Under Section 3.1.4 of the ODP, there is a requirement for product variation which will be met with the individual builders in the development. However, there is no requirement for varying heights of buildings or a combination of two-story and ranch style homes.*

Crown Sparrow Street is not adjacent to the Herrera Property and the topography does not permit minimizing the height without substantial changes to the grading and drainage, which may adversely affect the Harry Lateral Ditch.

Applicant respectfully requests this condition be removed.

Condition 2: The residential lots adjacent to the Herrera Property shall be less dense;

Applicant response:

*In reviewing the ODP, all the lots and homes shall meet or exceed the minimum requirements for height, size, setbacks, and lot sizes. The PDP meets these requirements. As stated above, there are no conditions in the ODP that require larger lot sizes or lower height homes on the perimeter or adjacent to agricultural zoned land in the County. A comparison of building and lot standards between the ODP, PDP, and current Town Code is included in **Exhibit G**. The overall density of the PDP is 3.4 units per acre, within the three (3) to eight (8) units per acre allowed in the Planning Areas. Density comparisons are shown in **Exhibit H**.*

Applicant respectfully requests this condition be removed.

Condition 3: The access on Grassland Drive shall be improved to minimize interference with the real properties located on the south side of Veterans Parkway;

Applicant response:

*The Applicant is working on new traffic counts and an updated memo from Delich & Associates for the traffic study in the immediate area of the development. The Applicant also finalized a design to improve the south side, east bound lanes on Veterans Parkway at Grassland Drive. Specifically, the Applicant’s engineer evaluated an extra 940 square yards of pavement on the north side of Veterans Parkway, which may allow at least a 10-foot shoulder on the south side and an 11-foot dual use turn lane in the middle of Veterans Parkway for most of the property owners to the south. The Stoner property would have both available for use and property owners to the west would have the additional striped shoulder. **Exhibit E** shows the new configuration. The Applicant has twice provided **Exhibit E** to the property owner directly south of Grassland Drive, Ms. Sandra Stoner.*

Applicant concurs with this condition. It will be satisfied with the final construction plans to be approved concurrently with the FDP and Final Plat approval for Revere North Filing 1 and 2.

Condition 4: The applicant, or its successor, shall enter into an agreement with the Harry Lateral Ditch Company related to the crossing of the Harry Lateral Ditch; and

Applicant response:

Applicant is continuing negotiations on all agreements for maintenance and easements with the Harry Lateral Ditch Company. The engineering consultant for the Ditch Company has approved the initial design and counsel for the Ditch Company is currently drafting all required agreements. On November 20, 2023, the Ditch Company advised the Applicant that draft agreements would be provided in advance of the hearing on December 4, 2023.

Applicant respectfully requests this condition be revised as follows:

“The Applicant, or its successor, shall work in good faith to reach agreement with the Harry Lateral Ditch Company related to the crossing of the Harry Lateral Ditch and maintenance of the piped sections of the ditch.”

Condition 5: There shall be a minimum of sixty (60) feet of open space between the Development and the Herrera Property and between the Development and the real property owned by Laura W. Chase.

Applicant response:

The current Land Development Code (“LDC”) for the Town of Johnstown does not require a buffer between residential and agricultural uses and requires only a ten (10) foot, Type 2 buffer adjacent to Veterans Parkway and Interstate 25. Under Section 2.2.2. of the ODP, there is an arterial landscape buffer of 30 feet on Veterans Pkwy and High Plains Blvd., but not for adjacent properties. Even though it exceeds ODP and LDC requirements, we are complying with this concept near the Herrera and Chase properties with a 30-foot buffer. A 30-foot buffer has been designed from the east property line to the closest private lot line. Within the buffer, there is a

*privacy fence on the property line, a trail easement and ditch access area, and a split rail fence with landscaping. In addition, the rear setback of the homes along these lots is a minimum of 15 feet so the closest a home could be to the east property line is 45 feet. In addition, Section 17-8-3 of the new Johnstown Land Use and Development Code (“LUDC”), adopted May 11, 2023, includes sections on buffers from different intensity land uses. Specifically, the LUDC outlines Type 1, 2, and 3 Buffers with the Type 3 Buffers required for the separate between the least compatible land uses (residential and industrial). A Type 3 buffer requires a 15-foot minimum width, 1 canopy tree per 30 linear feet, 1 ornamental or evergreen tree per 30 linear feet, a 6-foot-high solid fence or wall, and 3 foot to 6 foot shrubs and perennials along 50% of the exterior fence. **Exhibit F** provides a buffer comparison.*

Adjacent to the Chase property there is a 6-foot solid fence, but the adjacent property owner does not want plantings on the east side of the fence. The Applicant is willing to maintain a buffer of 30 feet (twice the minimum of 15 feet) and include the trees as noted, subject to approval of the Harry Lateral Ditch due to their placement within the designated easement.

As noted above, the Applicant and consultants met Mr. Herrera on site on September 28, 2023, and outlined the grading that will be completed north of the property line, including an open rail fence, landscaping maintenance area, and retaining wall. The approximate height distance from the property line to the base of the retaining wall is 14 feet. The approximate height distance from the nearest single-family home foundation distance to the base of the retaining wall is 20 feet. As the property line curves away from the Revere North subdivision on the east and west, the setback increases. In November, the Applicant provided fencing and buffering exhibits to Mr. Herrera and reviewed via telephone on November 27. Mr. Herrera is currently reviewing the alternatives for a solid screen fence around the perimeter of his property with costs paid by the Applicant.

Applicant respectfully requests this condition be revised as follows:

There shall be a Type 3 buffer adjacent to the Chase property with the following modifications: a) increased width from 15 feet to 30 feet; b) 1 canopy tree per 30 linear feet or 1 ornamental or evergreen tree per linear fee; c) a 6 foot high solid fence; and d) 3 foot to 6 foot shrubs and perennials along 50% of the interior of the fence. The minimum single-family home foundation distance to the base of the retaining wall adjacent to the Herrera property shall be 20 feet, with increasing setbacks as the Herrera property line curves away from the Revere North subdivision on the east and west.

The proposed PDP is entirely consistent with the ODP approved by the Town Council. In many respects, it exceeds ODP requirements and LDC requirements, as described above. Forestar respectfully requests Town Council’s consideration of the revised conditions. Please provide this letter and Exhibits A through I to the Town Attorney and Town Council as part of their packet in advance of the public hearing on December 4, 2023.

Sincerely,

James A. Hayes, AICP

Vice President of Land Acquisition and Entitlements

Forestar (USA) Real Estate Group, Inc.
188 Inverness Drive West, Suite 420
Englewood, CO 80112

Exhibits

Exhibit A – Town of Johnstown Ordinance 2020-168, Outline Development Plan for Great Plains Village
Exhibit B – Fence and landscape buffer diagram for east property line w/ artist conceptions
Exhibit C – Town of Johnstown, Colorado Resolution No. 2023-43 (draft)
Exhibit D – Herrera property height diagram for south property line w/ artist conceptions
Exhibit E – Grassland Drive/Veterans Parkway intersection design
Exhibit F – ODP/PDP Code Comparison, Buffer Requirements
Exhibit G – ODP/PDP Code Comparison, Building and Lot Standards
Exhibit H – ODP/PDP Code Comparison, Density
Exhibit I – Town of Johnstown LUDC, adopted May 11, 2023 (link below)
<https://johnstown.colorado.gov/tojlandusecode>

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-168**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR
GREAT PLAINS VILLAGE LOCATED IN SECTIONS 2, 35 AND 36,
TOWNSHIPS 4 AND 5 NORTH, RANGE 68 WEST OF THE 6TH
PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTIES OF
WELD AND LARIMER, STATE OF COLORADO, CONSISTING OF
APPROXIMATELY 502.512 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, Platte Land & Water, LLC, a Delaware limited liability company, submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a subdivision known as Great Plains Village, located in Sections 2, 35 and 36, Townships 4 and 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, Counties of Weld and Larimer, State of Colorado, consisting of approximately 502.512 acres; and

WHEREAS, on December 11, 2019, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan for Great Plains Village with conditions, which have been substantially satisfied; and

WHEREAS, on January 6, 2020, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan for Great Plains Village; and

WHEREAS, after considering the Planning and Zoning Commission’s recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the P.U.D. Outline Development Plan for Great Plains Village is consistent with, and furthers the goals of, the *Johnstown Area Comprehensive Plan* goals and is compatible with all other applicable Town standards and regulation; and

WHEREAS, based on the foregoing, Town Council desires to approve the P.U.D. Outline Development Plan for Great Plains Village with the condition set forth below.

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

Section 1. P.U.D. Outline Development Plan Approval. The P.U.D. Outline Development Plan for Great Plains Village, located in located in Sections 2, 35 and 36, Townships 4 and 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, Counties of Weld and Larimer, State of Colorado, consisting of approximately 502.512 acres

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

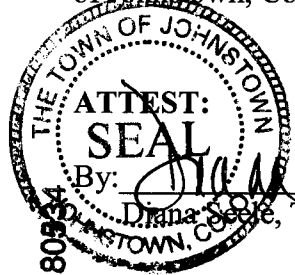
("Property"), attached hereto as Exhibit A, is hereby approved, subject to the following conditions:

- A. As preliminary and final development plans proceed, the developer shall make substantial and meaningful efforts to work with: (i) the adjacent property owner to the east to ensure appropriate safety and screening from the existing residence and the agricultural use of the property as a horse track and arena and (ii) property owners to the north who will be impacted by the ultimate extension of High Plains Boulevard; and
- B. Lots used for any outdoor storage or for motor vehicle sales, rental or storage, including, but not limited to, automobiles, large motorized equipment and recreational vehicles, shall be subject to prior approval by Town Council.

Section 2. Supersede and Replace. The P.U.D. Outline Development Plan for Great Plains Village adopted herein shall supersede and replace the outline development plans that were submitted to, and approved by, the Town at the time of the three annexations of the various portions of the real property that constitute the Property designated herein, to wit: the Hamilton Annexation, approved by Ordinance No. 2002-695; the GBH Annexation, approved by Ordinance No. 2005-756; and the Ransom Annexation, approved by Ordinance No. 2008-802.

Section 3. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. 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 6th day of January, 2020.

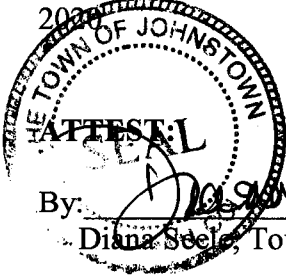


TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

Town of Johnstown
450 S. Parish Ave
P.O. Box 609
Johnstown, CO 80504

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the
Town Council of the Town of Johnstown, Colorado, this 22nd day of January,
2020.



By: Diana Seel
Diana Seel, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

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

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-43**

APPROVING THE PRELIMINARY PLAT AND PRELIMINARY DEVELOPMENT PLAN FOR REVERE NORTH SUBDIVISION, A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 309.458 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, Forestar (USA) Real Estate Group Inc., a Delaware corporation, submitted an application to the Town for approval of a Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision, being a parcel of land situated in the Southeast Quarter of Section 35 and the Southwest Quarter of Section 36, Township 5 North, Range 68 West of the 6th p.m., Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 309.458 acres; and

WHEREAS, on August 23, 2023, the Planning and Zoning Commission held a hearing, reviewed the request, and recommended that the Town Council approve the Preliminary Plat and Preliminary Development Plan; and

WHEREAS, on September 18, 2023, the Town Council held a public hearing concerning approval of the Preliminary Plat and Preliminary Development Plan and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that, subject to the conditions set forth below, the Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision are consistent with the Town’s Comprehensive Plan and meet 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 Plat and Preliminary Development Plan for the Revere North Subdivision, subject to the conditions set forth below.

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

Section 1. Preliminary Plat Approval: The Preliminary Plat for the Revere North Subdivision, being a parcel of land situated in the Southeast Quarter of Section 35 and the Southwest Quarter of Section 36, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 309.458 acres, attached here to and incorporated herein by reference at Exhibit A, is hereby approved, subject to the conditions set forth in Section 3 below.

Section 2. Preliminary Development Plan Approval: The Preliminary Development Plan for the Revere North Subdivision, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved, subject to the conditions set forth in Section 3 below.

Section 3. Conditions of Approval: The Preliminary Plat and Preliminary Development Plan are approved subject to the following conditions:

1. The height of the residential homes along the portions of Red Poppy Street, Bitterroot Street, Beeplant Street and Crown Sparrow Street that are adjacent to the real property owned by the Mario and Janice D. Herrera Revocable Trust (“Herrera Property”) shall be minimized;
2. The residential homes that are adjacent to the Herrera Property shall be less dense;
3. The access on Grassland Drive shall be improved to minimize interference with the real properties located on the south side of Veterans Parkway;
4. The applicant, or its successor, shall enter into an agreement with the Harry Lateral Ditch Company related to the crossing of the Harry Lateral Ditch; and
5. There shall be a minimum of sixty (60) feet of open space between the real property owned by Laura W. Chase and the east side of the development.

Section 4. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat and have it properly recorded at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____day of October, 2023.

ATTEST:

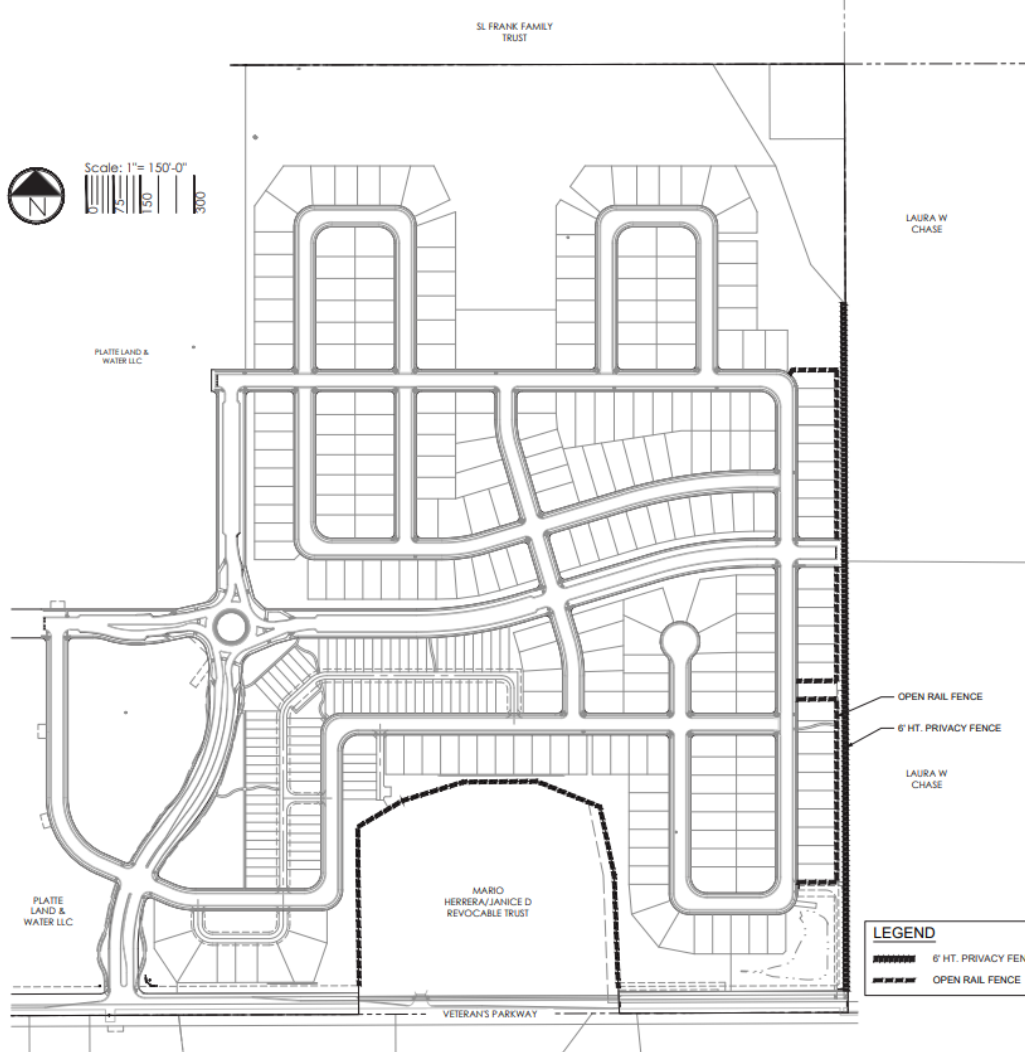
TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

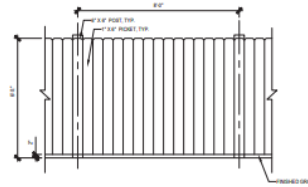
By: _____
Troy D. Mellon, Mayor



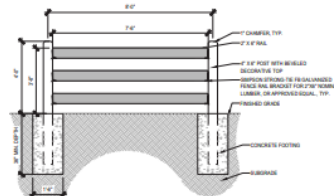
REVERE NORTH
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



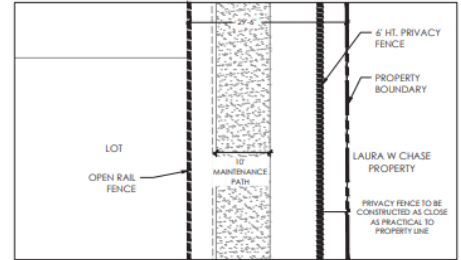
NOTE: ALL FENCING ON SHOWN PLAN SHALL BE INSTALLED BY DEVELOPER.



1 6' PRIVACY FENCE
3/8" = 1'



2 OPEN RAIL FENCE
1/8" = 1'



3 EAST PROPERTY LINE FENCE TYPICAL
1" = 10'-0"

LEGEND

	6' HT. PRIVACY FENCE
	OPEN RAIL FENCE

811
Know what's below.
Call before you dig.

terrotop design
LANDSCAPE ARCHITECTURE
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
303.733.8888

LJA ENGINEERING

PROJECT NAME
REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023

REVISION DATE:

SHEET TITLE

NOT FOR CONSTRUCTION

**FENCING PLAN
OPTION 1**

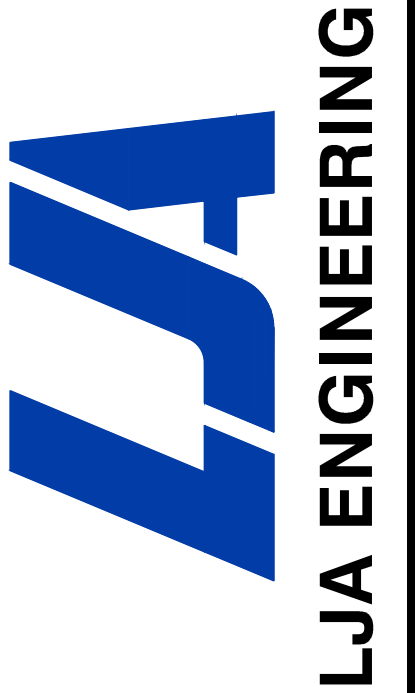
Item #11.











1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224 • www.lja.com

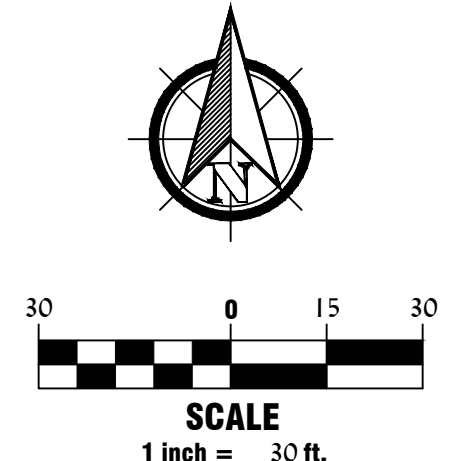
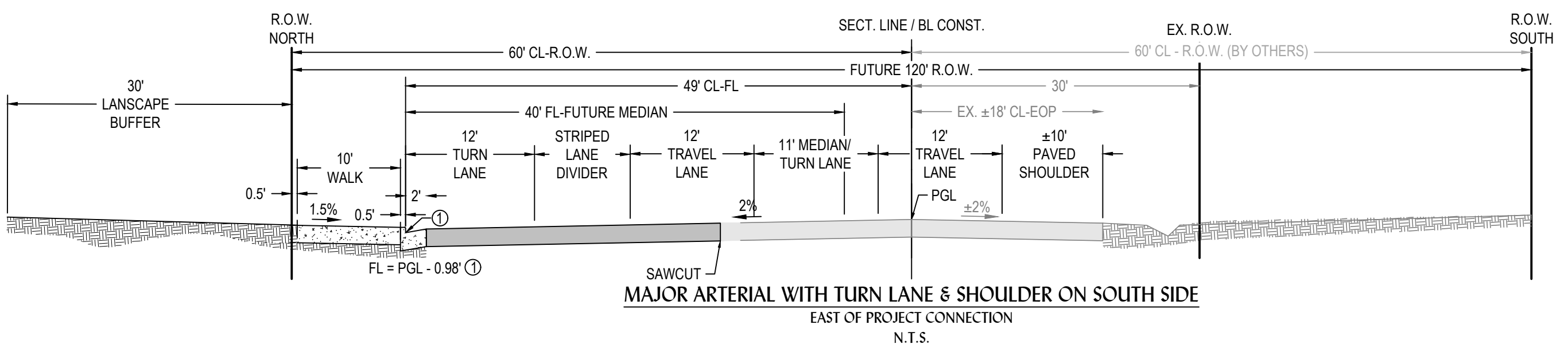
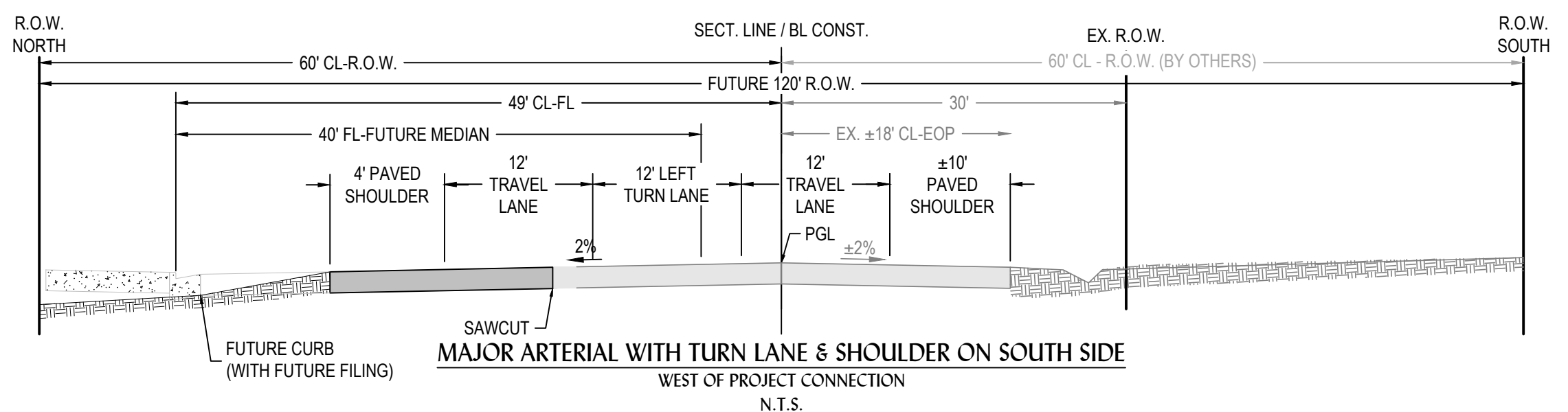
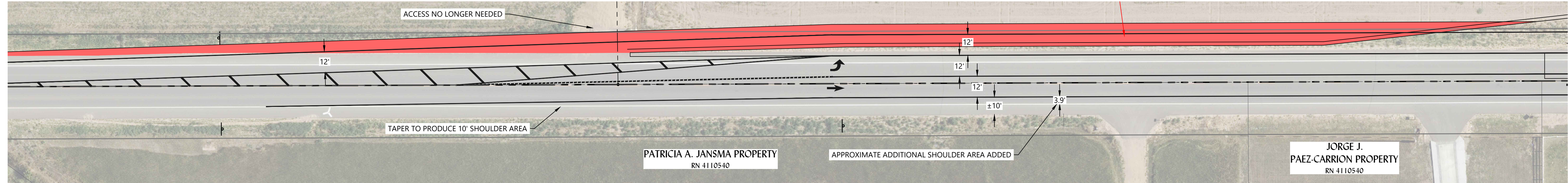
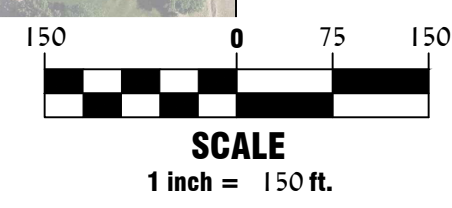
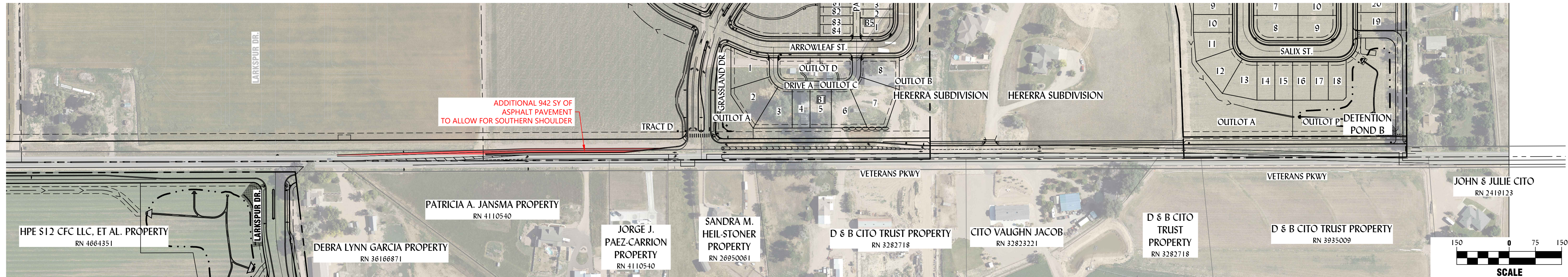
No.	Rev. Date:	Revision Type:
1		
2		
3		
4		
5		
6		

Job No.: CO1060-08
Scale Horiz: As Shown
Scale Vert: N/A

Designed: KRL
Prepared: KRL
Approved: KRL

Sheet: 1 of 1
Date: October 5, 2023

Proj. Name: **Revere North**
Location: **Town of Johnstown, Colorado**
Plan Set: **Exhibits**
Sheet Name: **Veterans Parkway Access Safety Improvements Concept Plan**



L:\JOB FOLDERS\1060-08\EXHIBITS\WERSO EXHIBIT - PRINTED ON: 10/5/2023 7:55 AM

BUILDING & LOT STANDARDS REQUIREMENT COMPARISON			
CATEGORY	ODP REQUIREMENT	CURRENT CODE REQUIREMENT	PROVIDED IN THE PDP
SINGLE FAMILY ATTACHED			
FRONT SETBACK	15'	25' (10' Terrace Frontage)	15'
INTERIOR SIDE SETBACK	0'	5'	5'
CORNER SIDE SETBACK	15'	10'	15'
REAR SETBACK	15'	10'	15'
MINIMUM LOT SIZE	1,200 SF	2,500 SF	2,715 SF
MAXIMUM BUILDING HEIGHT	35'	35'	35'
SINGLE FAMILY DETACHED			
FRONT SETBACK	20'	15'-25' (1)	20'
INTERIOR SIDE SETBACK	0'	4'-5' (1)	5'
CORNER SIDE SETBACK	10'	10'	10'
REAR SETBACK	15'	8'-10' (1)	15'
MINIMUM LOT SIZE	3,200 SF	4,000-6,000 SF (1)	7,899 SF
MAXIMUM BUILDING HEIGHT	35'	35'	35'

(1) RANGE FOR SMALL LOT AND STANDARD LOT REQUIREMENTS PER THE TOWN OF JOHNSTOWN LUDC.

BUFFER REQUIREMENT COMPARISON				
CATEGORY	ODP REQUIREMENT	PREVIOUS CODE REQUIREMENT	CURRENT CODE REQUIREMENT	PROVIDED IN THE PDP
LANDSCAPE BUFFER ALONG CHASE PROPERTY	NONE	NONE	NONE	30'
LANDSCAPE BUFFER ALONG HERRERA PROPERTY	NONE	NONE	NONE	30'
LANDSCAPE BUFFER ALONG VETERAN'S PARKWAY	30'	30'	TYPE 2 BUFFER: 10' (2)	30'
LANDSCAPE BUFFER ALONG INTERSTATE 25	50'	N/A	TYPE 2 BUFFER: 10' (3)	N/A

(1) PER THE TOWN OF JOHNSTOWN LAND USE AND DEVELOPMENT CODE (LUDC) ADOPTED MAY 11, 2023, TYPE 1, 2, OR 3 BUFFERS ARE NOT REQUIRED BETWEEN SIMILAR RESIDENTIAL USES OR BETWEEN RESIDENTIAL USES AND AGRICULTURAL PROPERTY.

(2) A TYPE 2 BUFFER IS REQUIRED IN A COMMON OPEN SPACE ALONG ANY RESIDENTIAL LOTS THAT BACK TO A COLLECTOR OR ARTERIAL STREET (SEC. 17-8-3).

(3) A TYPE 2 BUFFER IS REQUIRED ALONG ANY SIDE OR REAR BOUNDARY OF A COMMERCIAL OR INDUSTRIAL USE THAT DIRECTLY FACES A HIGHWAY OR INTERSTATE (SEC. 17-8-3).

DENSITY COMPARISON						
PLANNING AREA	ZONING	ACRES	UNITS	ODP MIN. DU/AC	ODP MAX. DU/AC	PDP
PA-4A	R-M (MEDIUM DENSITY RESIDENTIAL)	28.4	79	3	6	2.8
PA-5	R-M (MEDIUM DENSITY RESIDENTIAL)	25.2	79	3	6	3.1
PA-7	R-M (MEDIUM DENSITY RESIDENTIAL)	47.2	181	3	8	3.8
TOTAL		100.8	339			3.4



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** December 4, 2023
- SUBJECT:** Public Hearing: Settler’s Crossing, Preliminary and Final Subdivision Plat
- ACTION PROPOSED:** Consider Resolution 2023-56 Approving the Settler’s Crossing Preliminary and Final Subdivision Plat
- ATTACHMENTS:**
1. Resolution 2023-56
 2. Vicinity Map
 3. Proposed Settler’s Crossing Subdivision
 4. Mountain View West PUD
 5. PZC Staff Report
 6. Staff Presentation
- PRESENTED BY:** Lilly Cory, Planner I
-

AGENDA ITEM DESCRIPTION:

Included for your review and consideration is Resolution 2023- 56. The resolution is a part of an application by the developer Parish LLC requesting consideration of a Preliminary and Final Subdivision Plat for a small commercial project to be marketed as Settler’s Crossing. The property encompasses a total of 13.7 acres in the Mountain View West PD. There is no development plan at this stage as each interested buyer will be responsible for the construction of their site and receiving approval from the Town.

Proposed is a small-scale subdivision intended for future commercial development to encourage neighborhood amenities and encourage the Johnstown Downtown Identity. Settler’s Crossing will offer commercial sites that will have their own design guidelines to enforce the developments’ unique identity along with the Johnstown Identity.

The Planning & Zoning Commission held a public hearing on November 1, 2023. No public comment was made. The Commission voted unanimously for the approval of the Preliminary

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

and Final Subdivision Plat, due to the alignment with the goal of growing the Downtown Johnstown Identity.

The Preliminary and Final Subdivision Plat will be followed by more detailed Site Development Plans as lots are purchased. Site Plans must be in compliance with the Town Code and the Mountain View West PD to receive approval from the Town. The development plan for each property will be evaluated and approved administratively.

LEGAL ADVICE:

The Resolution was drafted by the Town Attorney and reviewed with Staff.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Planning and Zoning Commission Recommended approval of Resolution 2023-56

SUGGESTED MOTIONS:

For Approval: Based on the findings and analysis presented at this hearing, I move to approve Resolution 2023-56 Approving Settler’s Crossing Preliminary and Final Subdivision Plat.

For Denial: Based on the findings and analysis presented at this hearing, I move to deny Resolution 2023-56 Approving Settler’s Crossing Preliminary and Final Subdivision Plat.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-56**

APPROVING THE PRELIMINARY/FINAL PLAT FOR SETTLER’S CROSSING, A SUBDIVISION BEING A REPLAT OF BLOCK 3 AND OUTLOT A OF MOUNTAIN VIEW WEST SUBDIVISION REPLAT AMENDMENT NO. 1 AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 13.64 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, Parish, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat for Settler’s Crossing, a subdivision being a Replat of Block 3 and Outlot A of Mountain View West Subdivision Replat Amendment No. 1 and Situated in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 13.64 acres; and

WHEREAS, on November 1, 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 December 4, 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 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 Settler’s Crossing.

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 Settler’s Crossing, a subdivision being a Replat of Block 3 and Outlot A of Mountain View West Subdivision Replat Amendment No. 1 and Situated in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 13.64 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 Preliminary/Final Plat and thereafter record the Preliminary/Final Plat at the office of the Weld County Clerk and Recorder.

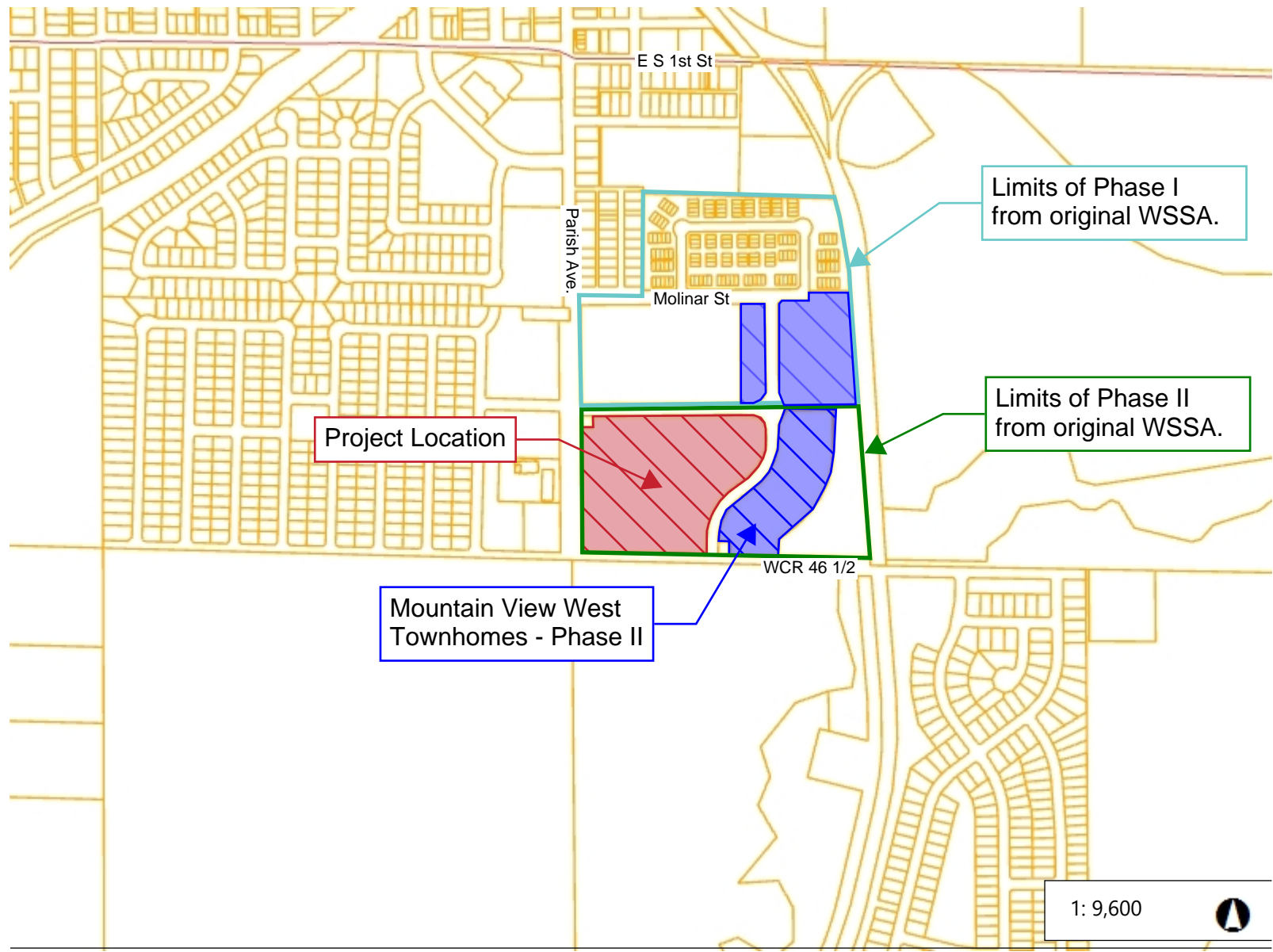
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of December, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



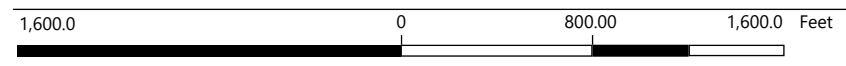
Project Location

Mountain View West Townhomes - Phase II

Limits of Phase I from original WSSA.

Limits of Phase II from original WSSA.

1: 9,600 



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

SETTLER'S CROSSING SUBDIVISION

Being a Replat of Block 3 of Mountain View West Subdivision Replat Amendment No. 1
Situating in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DEDICATION

Know all persons by these presents that Parish, LLC, a Colorado limited liability company, being the owners of the following described property:

Block 3, Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado.

Containing an area of 13.64 Acres (±594,169 sq.ft.), more or less, together with and subject to all easements and rights-of-way existing and/or of public record, subject to approval by the Town Council of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, tracts, rights-of-way and easements as shown on this map to be known as: **SETTLER'S CROSSING SUBDIVISION** and do hereby designate and dedicate all rights-of-way and easements to the Town of Johnstown, unless noted otherwise.

OWNER'S APPROVAL

Know All Men By These Presents, that we, Parish, LLC, being the sole owner(s) of the land described herein, and are all of the mortgages and holders of liens upon the property, and each and all hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

Owner: Parish, LLC, a Colorado limited liability company

By: David S. Gilbert as Managing Member/President/CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)ss

On _____ before me, _____,

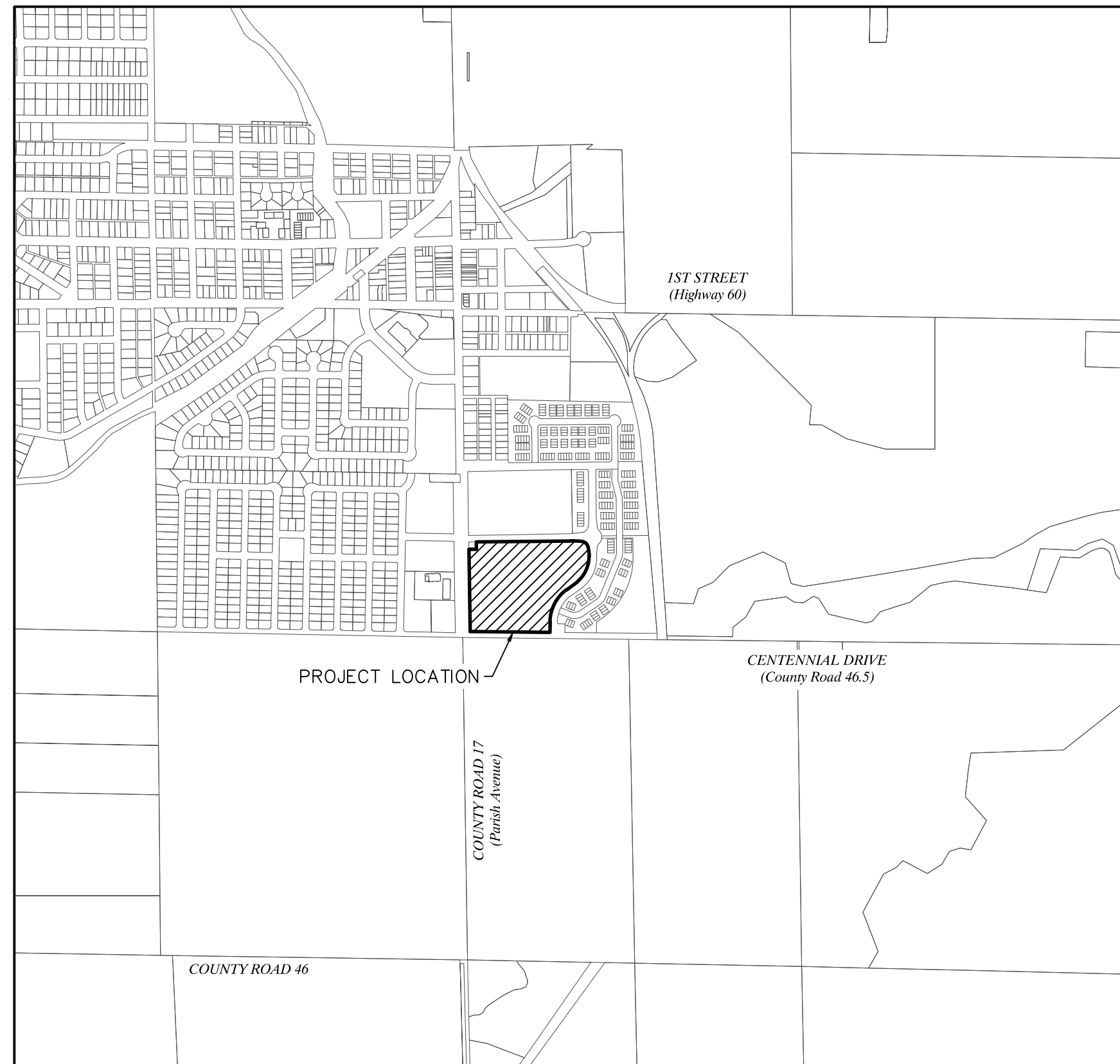
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

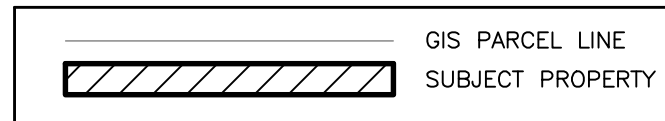
Signature _____
Signature of Notary Public

Place Notary Seal Above



VICINITY MAP
SCALE: 1"=1000'

VICINITY MAP LEGEND



TOWN COUNCIL

This Plat, to be known as **SETTLER'S CROSSING SUBDIVISION**, is approved and accepted by the Town of Johnstown, by Resolution Number _____, passed and adopted at a regular meeting of the Town Council of the Town of Johnstown, Colorado.

Held on the _____ day of _____, 20____.

By: _____
Mayor

Attest: _____
Town Clerk
(Seal)

LAND USE SUMMARY - MOUNTAIN VIEW WEST SUBDIVISION FOURTH REPLAT					
PORTION	AREA (± Sq. Ft.)	AREA (Acres)	OWNERSHIP	MAINTENANCE	% OF TOTAL AREA
LOT 1	61,119	1.40	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	10.3%
LOT 2	41,478	0.95	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	7.0%
LOT 3	38,254	0.88	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	6.4%
LOT 4	39,761	0.91	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	6.7%
LOT 5	86,737	1.99	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	14.6%
LOT 6	35,260	0.81	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	5.9%
LOT 7	39,443	0.91	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	6.6%
LOT 8	39,216	0.90	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	6.6%
LOT 9	86,887	1.99	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	14.6%
LOT 10	36,130	0.83	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	6.1%
LOT 11	29,379	0.67	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	4.9%
RIGHT-OF-WAY (PUBLIC)	60,505	1.39	PUBLIC	TOWN OF JOHNSTOWN	10.2%
OVERALL	594,169	13.64			100.0%

TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon ALTA Commitment Order Number FCOF25202507, having an effective date of January 3, 2023 at 5:00 P.M., as prepared by Old Republic National Title Insurance Company, to delineate the aforesaid information.

SURVEYOR'S NOTES:

1. Basis of Bearings and Lineal Units Statement: Assuming the South line of the Northwest Quarter of Section 9, T.4N., R.67W., monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 23513 at the West end and a #6 rebar with a 2.5" aluminum cap stamped LS 37908 at the East end, as bearing South 89°24'42" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2711.771 feet with all other bearings contained herein relative thereto.

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

2. According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-60-105 C.R.S.)

PLAT NOTES:

- MAINTENANCE NOTE:** The Town of Johnstown requires that maintenance access 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 subdividers agreement. 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. All such maintenance costs will be assessed to the property owner.
- GENERAL OVERLOT DRAINAGE NOTE:** Lots and tracts as plotted 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.
- MAINTENANCE AND ACCESS:** The site will be able to be accessed via the Public Right-of-Way that is being dedicated throughout the property. All private outlots are hereby dedicated as blanket Utility, Drainage, Access and Emergency Access Easements.
- Ten (10) foot Utility Easements are dedicated along all public rights-of-way.
- The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-six (36) inches in height from the street level, in accordance with current AASHTO sight lines.
- It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date construction plans are approved by the Town Engineer, and provided that construction of said roadway(s) is started within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdivider(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.
- The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (cross-access easements, drainage easements, etc.)
- The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or entity other than the Town is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with this development.
- Public safety access, whether for emergency or non-emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association or metropolitan district will be responsible for ensuring that such access ways are passable at all times, for police, fire and emergency vehicles.
- The property is in Flood Zone X, Area of Minimal Flood Hazard, per FEMA Flood Map No. 08123C1684E having an effective date of January 20, 2016.

SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on March 21, 2023, by me or under my direct supervision and that all monuments existing as shown hereon; that the mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisions or surveying of land on all applicable provisions of the Town of Johnstown.

I attest the above on this _____ day of _____, 20____.

PRELIMINARY

Sheet 1 of 2

Jason S. Allee—On behalf of Lat40, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

PROJECT TEAM

OWNER/DEVELOPER
Parish LLC
8714 State Highway 60
Johnstown, Colorado 805349
David S. Gilbert as
Managing Member/President/CEO

ENGINEER
LandOne Engineering LLC
361 71st Avenue
Greeley, Colorado 80634
Phone: 970-443-9547
Jeremy Goetsch, PE

SURVEYOR
Lat40, Inc. Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, Colorado 80634
Phone: 970-515-5294
Jason Allee, PLS

LAT40, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
ADDRESS TOWN COMMENTS	SR 6/21/2023
ADDRESS COMMENTS	8/14/2023
REMOVED OUTLOT A, UPDATED LOTS 6-11	9/28/2023

SETTLER'S CROSSING SUBDIVISION
MOUNTAIN VIEW WEST SUBDIVISION - JOHNSTOWN, CO
WELD COUNTY - SECTION 9, T4N, R67W.
CLIENT: PARISH LLC
1540 MAIN STREET #218, WINDSOR, CO 80550

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 4/13/2023
CHECKED BY: JSA	PROJECT #: 2023086.1	SHEET: 1 OF 2

MOUNTAIN VIEW WEST P.U.D.

Design Guidelines

**Parish LLC
8714 State Highway 60
Johnstown, CO 80534
Developer**

November 2017

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***NOTICE TO APPLICANTS, DEVELOPERS, BUILDERS, BUYERS, TENANTS AND OTHER OCCUPANTS OF MOUNTAIN VIEW WEST SUBDIVISION...THESE MOUNTAIN VIEW WEST GUIDELINES SHOULD BE USED IN CONNECTION WITH OTHER TOWN OF JOHNSTOWN ADOPTED PLANS, REGULATIONS AND STANDARDS, INCLUDING, BUT NOT LIMITED TO:**

- JOHNSTOWN'S MUNICIPAL CODE (AS IT MAY BE AMENDED)
- JOHNSTOWN'S AREA COMPREHENSIVE PLAN NOVEMBER 2006
- JOHNSTOWN'S DESIGN GUIDELINES, AS AMENDED
- JOHNSTOWN'S ZONING AND SIGNAGE CODES
- JOHNSTOWN'S TRANSPORTATION PLAN FEBRUARY 2008
- JOHNSTOWN'S CRITERIA AND CONSTRUCTION REGULATIONS APRIL 2004
- JOHNSTOWN/MILLIKEN PARKS, TRAILS, RECREATION AND OPEN SPACE PLAN MAY 03
- JOHNSTOWN'S LANDSCAPE STANDARDS AND SPECIFICATIONS 2004
- ANNEXATION AGREEMENT DATED APRIL 7, 2014
- MOUNTAIN VIEW WEST MASTER AND RESIDENTIAL HOA COVENANTS (CC&Rs)
- MOUNTAIN VIEW WEST PLAT NOTATIONS
- MOUNTAIN VIEW WEST DEVELOPMENT AGREEMENT AND EXHIBITS THERETO

Guideline Sections within these MVW Design Guidelines include the following Sections;

- 1.0 Introduction
- 2.0 Purpose and Intent of these Guidelines, Vision and Description
- 3.0 Proposed Land Uses, Approval Committees and Processes, Additional Criteria, Variances, Final Plan Amendments, CC&Rs and JRC Acknowledgement by Council
- 4.0 Architectural Design Guidelines In General for the MVW Subdivision
- 5.0 Guidelines Specific for each Planned Land Use Including Single and Multifamily residences, Commercial Office, Commercial Retail and Special Commercial as well as Flex Space, Light Industrial and Xeriscape Landscaping
- 6.0 Open Space and Trails
- 7.0 Signs
- 8.0 Streetscapes, Furniture and Street Lighting
- 9.0 Storm Water
- 10.0 Utilities, Easements and Rights of Way
- 11.0 Grading
- 12.0 Screening Walls and Use of Berms
- 13.0 Emergency Access
- 14.0 Parking Lots, Transportation and Transit Stops
- 15.0 Irrigation
- 16.0 Irrigation Maintenance
- 17.0 Bicycles
- 18.0 Definitions

Exhibits A-C

1.0 Introduction

In accordance with the Johnstown Area Comprehensive Plan, Mountain View West (MVW) subdivision is a covenant controlled master-planned community that is located in the northeast corner of the intersection of Parish Avenue (WCR 17) and Centennial Drive (WCR 46 ½). The subdivision located just south of Johnstown's existing downtown is to provide an extension to the existing downtown corridor of Johnstown by extending both commercial and residential uses blended within a harmonious mix of neo traditional craftsmen style designs throughout the water wise subdivision.

2.0 Statement of Purpose and Intent of these Guidelines

The purpose and intent of these guidelines is to provide design guidelines for developers, builders and property owners by establishing timeless design guidelines and concepts that maintain the unique character planned for MVW by Parish, LLC in creating a "community within a community" providing MVW residents and business owners a feeling of pride that they have invested in a unique place in which to reside, work, play and shop all within easy walking distance of the existing downtown, and near many Town service facilities. MVW is extending the existing downtown corridor southerly to Centennial. These guidelines will help to insure that the unique character and intent planned for MVW is carried out by future developers and builders choosing to build within MVW assuring consistent design elements and characteristics are maintained throughout the MVW community. These guidelines along with other documents referenced herein provide a basis to ensure that the character of MVW is maintained throughout the subdivision, providing overseers consistency on acceptable site planning, landscaping, streetscapes, parking, signs and signage, and architecture on an ongoing basis. The guidelines also ensure MVW residents and occupants a feeling they are safe and secure in their living and working environments while preserving real estate values in a comfortable community reminiscent of days gone by.

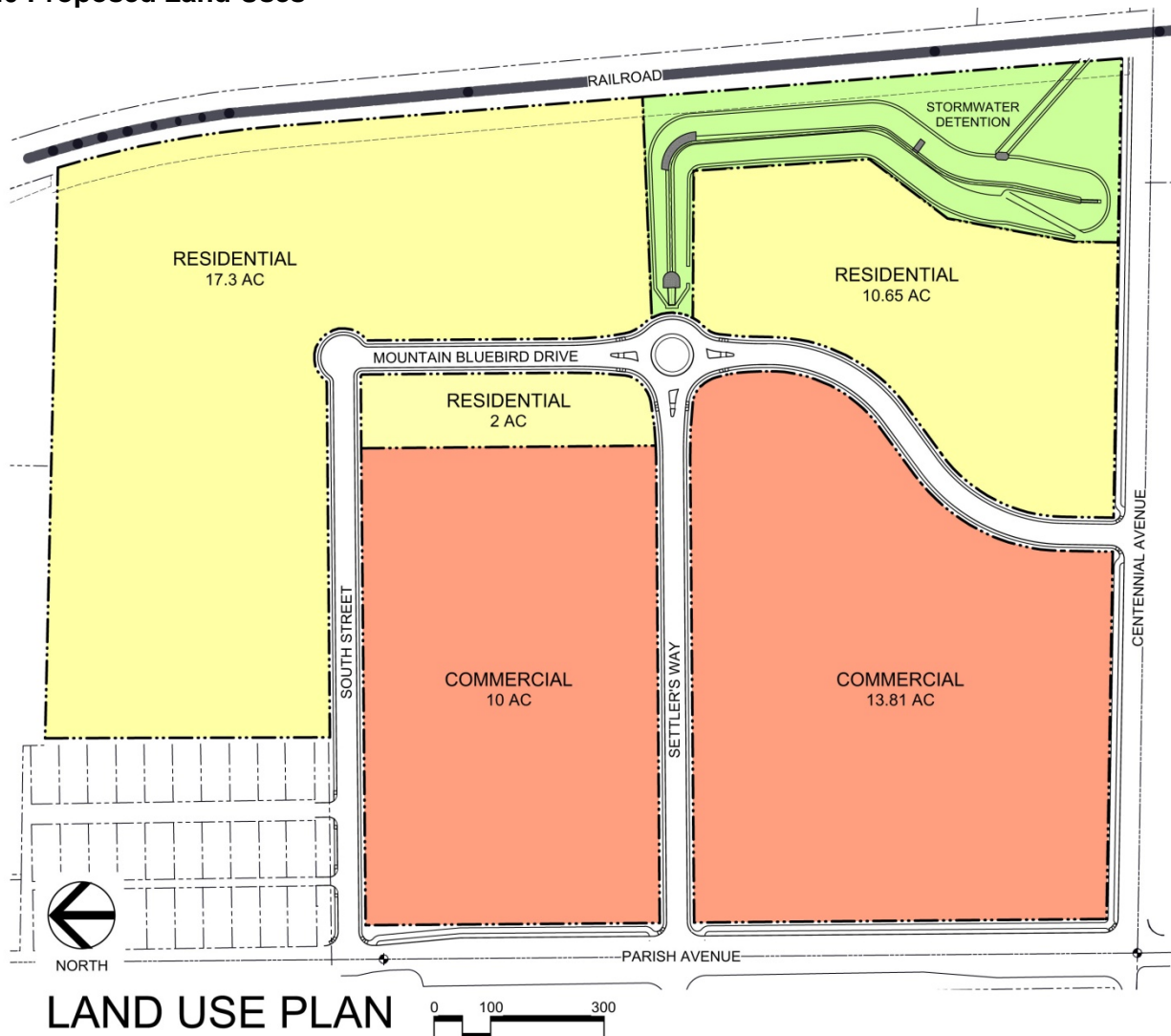
2.1 The Vision for Mountain View West

MVW is located in close proximity to the Johnstown Downtown Corridor. As such MVW will have extra wide sidewalks along Parish Avenue to encourage walkability to and from the downtown. The retail office areas will have excellent curb appeal from Parish whether visitors are coming to the center by foot, bicycle or motorized vehicle. Throughout the subdivision MVW is designed to incorporate neo traditional craftsman styled architecture throughout the community keeping in character with the roots of Johnstown. Residential areas will display tree lined streets and front porches will be encouraged within the architectural guidelines for residential areas featuring moderate to high densities as called out in the Town's Design Guidelines. The entire MVW community will be under landscaping guidelines that are based upon xeriscape landscape techniques and plant species providing for a water wise community. Xeriscaping landscape guidelines are a part of these guidelines as is a list of suggested planting materials.

2.2 Mountain View West Site Description

MVW is located in the northeast corner of the intersection of Parish Avenue (WCR 17) and Centennial Drive (WCR 46 ½) and contains approximately 62 acres of land area. The site is gently sloping from the northwest to the southeast, where the subdivision's detention pond is planned. From the detention pond water will be released into the Little Thompson. The land has been used for agricultural uses for many decades. The land was annexed into the Town on or about April 7, 2014 and has been entitled as a Planned Unit Development (PUD). MVW is bounded on the west by Parish Avenue; on the south by Centennial Drive; on the east by Great Western Railway right of way; and on the north by The Colony and land owned by Weld County.

3.0 Proposed Land Uses



MVW is a Planned Unit Development that will generally consist of approximately 30 acres of commercial office, employment and retail uses and 32 acres of residential uses. MVW is a phased subdivision with two phases. Phase I encompasses approximately 32 acres to the north of the planned easterly extension of Settler's Way. Phase II will contain approximately 30 acres lying south of the easterly extension of Settler's Way. Some utility connections and the MVW subdivision's storm water detention facility are located within the boundary of Phase II, but will be completed as part of the Phase I improvements. Several land uses have been identified as appropriate uses at this time for MVW and they are listed herein. Phase I will have 11 acres of commercial property including retail, office and employment uses that may be located within flex space. Phase I may also accommodate up to 17 acres of residential land uses. In accordance with Goal DT 4 of Johnstown's Design Guidelines MVW residential will be planned for 8 to 10 dwelling units per acre. Residential and commercial areas within MVW will be complementary. Wide sidewalks with street trees and benches and public art displays will guide and invite people from downtown Johnstown to MVW. Phase II of MVW will contain an additional 24.46 acres of land area. Commercial and Special Commercial uses will occupy 13.81 acres of Phase II with medium density residential uses taking up the additional 10.65 acres. In those cases where these guidelines are in conflict with the Town of Johnstown standards and regulations

within the Town's Design Guidelines, then the Town's Design Guidelines shall prevail. The provisions of these MVW Guidelines shall supersede any conflicting provision(s) of the then prevailing Johnstown Municipal Code and may only be modified to protect the health, safety, and welfare of the general public by the Town's Council following at least thirty (30) days written notice to the record owner(s) of real property that will be affected by the intended modification.

3.1 GENERAL PROCEDURES FOR SUBMITTALS AND APPROVALS

MVW shall establish a Design Review Committee (DRC) in order to assure that all of the MVW Master and Residential Home Owner Association (HOA) Covenants, Conditions & Restrictions (CC&Rs) design standards are followed and adhered to before a final plan is submitted to the Town of Johnstown for administrative review and approval by the Johnstown Review Committee (JRC). An applicant shall first start with discussing its planned project with the DRC.

3.1.1 Design Review Committee

The Design Review Committee is established to ensure that all proposed development projects to be constructed meet the standards established in these MVW Design Guidelines. Guidelines have been established to ensure consistency with character and design throughout the MVW community. These MVW Design Guidelines have been promulgated and adopted by MVW and the Town of Johnstown for the sole purpose of providing land use regulations which will form the basis for decisions made by the DRC as well as the JRC as they review all planned project that are submitted to them for review and approval. The DRC and JRC will review and approve all site, building and landscape plans for the MVW subdivision. Planned projects that do not meet these adopted MVW Design Guidelines will not be approved. The DRC will be made up of an architect or engineer, a landscape architect and a representative of the subdivision's Owner. The DRC shall meet regularly to review plans submitted to it, but shall only review submittals that are complete with all required documents submitted as required by the DRC. Applicants are encouraged to have pre-application meetings with the DRC or its members.

3.1.2 Design Review Committee Approval Process

Any time a party wished to build, demolish, or substantially modify an improvement within MVW that party must first have their plans approved by the DRC prior to commencement of any work related to such construction, demolition or modification. The party must thereafter also receive a similar approval from the JRC before commencement of work. Items under the purview of the DRC include, but are not limited to, building elevations, site plans, site photometric plans, site engineering, landscape designs, signage, and other similar items as identified by the DRC. The DRC will require applicants to submit complete packages for DRC review at least 10 days prior to scheduled DRC meeting so that the submittal documents can be dispersed to DRC members for their review prior to the meeting date. Submittals shall be made with electronically in a pdf format, unless otherwise directed by the DRC. Submittals shall not be considered complete unless and until any required submittal fee is received by the DRC. A formal presentation to the DRC may be requested at any time by the DRC by providing the applicant advance notice. Upon notice to the applicant that the DRC has approved the applicant's submittal the applicant may submit the project to the JRC, so long as the submittal documents are consistent with those that were approved by the DRC with no changes or modifications thereto.

3.1.3 Johnstown Review Committee (JRC)

The Johnstown Review Committee may be made up of the Town's Planner and Town Manager, or other professionals engaged by the Town. The JRC shall review the documents that have been previously approved by the DRC that are thereafter submitted to the JRC in their exact same format without any changes or modifications. All Town of Johnstown building codes,

subdivision regulations, fees and permits as adopted from time to time by the Town shall apply. See NOTICE TO APPLICANTS above for additional controlling documents.

3.1.4 Johnstown Review Committee (JRC) Approval Process

Applicants after having their project reviewed and approved by the DRC must then have their application approved by the JRC, after it has been reviewed and approved by the DRC. The applicant shall submit their project to the JRC pursuant to the following approval process:

1. Pre-application Discussion
Applicants may and are encouraged to schedule a pre-application meeting with the Town Planner for Johnstown to informally discuss and review the applicant's planned use of the site in question. This shall include the applicant's interpretation of the MVW Design Guidelines as they relate to the applicant's project. Review of a sketch plan along with elevations and other items as have been addressed and approved by the DRC will be instrumental in assuring good communication of the intended use.
2. Final Development Plan Submittal and Process
Projects being submitted to the JRC as a Final Development Plan Submittal shall be made on the appropriate forms accompanied by the appropriate fees as charged by the Town. A letter from the DRC should accompany the submittal indicating that the applicant has received the approval of the DRC. The Town will review the submittal within seven (7) days of it being submitted for completeness of the submittal. If the Town deems the submittal to be complete the JRC will review the applicant's project submittal. If the submittal is deemed incomplete then the JRC shall inform the applicant in writing as to how the applicant can modify the submittal to make it complete. Once the JRC has a complete submittal for review it shall make its determination within forty five (45) days of the submittal date as to whether or not the application is in conformance to the MVW Design Guidelines as adopted. The JRC may elect to grant variances to the applicant upon the DRC's recommendation and the applicant's ability to provide and demonstrate to the JRC a better design solution. The Town however will not be able to grant a variance to a permitted use.
3. Johnstown Review Committee Approval
4. Once the JRC has determined that the applicant has complied with all of the MVW Design Guidelines, as well as other Town of Johnstown controlling documents and regulations, the JRC may grant its approval for the applicant's project. The JRC shall approve the application if it complies with the applicable terms and conditions of the MVW Guidelines and other Town guidelines, rules and regulations. The JRC may approve the application with conditions. Said conditions shall be specifically related to compliance with standards and guidelines as listed herein. In the event that the JRC determines that the proposed development in the application does not comply with the Design Guidelines, the JRC shall specify in writing the specific reasons in which the application does not meet applicable criteria.
5. Johnstown Review Committee Appeal
The decision of the JRC may be appealed by the applicant to the Johnstown Town Council. The appeal shall be in writing, and shall be made within thirty (30) days of the date of the transmittal of the JRC's decision. The Johnstown Town Council shall hear the appeal within thirty (30) days of the filing of the appeal by the applicant. The decision of the Johnstown Town Council shall be final regarding the applicant's appeal.
6. Resubmittals: Resubmittals of applications that required modifications be made will be processed in the same manner and within the same time frame as the initial

application as shown in the JRC Approval Process 3.1.4 in paragraphs number 1 through 4 above.

3.1.5 ADDITIONAL CRITERIA AND UPDATES

In addition to the criteria herein the DRC and JRC may promulgate additional criteria that not inconsistent with the criteria set forth herein. From time to time, any of these additional criteria may be amended by action of the DRC and JRC. Change in land use or changes greater than the 20% dimensional criteria, that shall become a permanent part of the design guidelines document shall constitute a major change and shall be brought back to the Planning Commission and Town Council for review and approval.

3.1.6 VARIANCES

The DRC may authorize a variance to the MVW Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental objectives or considerations may warrant, insofar as they are not superseded by applicable Town of Johnstown zoning regulations. Such variances must be approved by the DRC and JRC. A variation of up to 20% in a dimensional standard is allowed if it improves the project design or an unreasonable hardship can be demonstrated by the applicant.

3.1.7 FINAL PLAN AMENDMENTS

Amendments to Final Plan Documents must be approved in writing by both the DRC and JRC.

3.1.8 COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs)

MVW will submit to the Town of Johnstown at the time of recording of the Final Plat a complete copy of CC&Rs for MVW for review and recording. The CC&Rs may address other items that are not addressed within these MVW Design Guidelines. However, each and every covenant, condition and restriction within the CC&Rs shall be subordinate to the MVW Design Guidelines. CC&Rs shall conform to all State of Colorado statutes and regulations as well as any that may be established by local governmental bodies or the Town of Johnstown.

3.1.9 JRC APPROVAL OF GUIDELINES ACKNOWLEDGED BY COUNCIL

The Johnstown Review Committee (JRC) acknowledgement and approval of these Mountain View West (MVW) Design Guidelines shall be acknowledged and approved by the Johnstown Town Council by Resolution of the Town Council.

4.0 ARCHITECTURAL DESIGN GUIDELINES IN GENERAL

The architectural guidelines provided within this section provide specific design features and elements that MVW want to achieve in its overall design of a quality subdivision that is a new southerly extension to the downtown corridor of Johnstown. MVW intends to maintain the charm and character of the older parts of the Johnstown community and develop a new residential and activity center for retail, office and employment sectors within the community. The architectural style that has been selected by Parish LLC is the neo traditional craftsman style which is close in design to much of the existing buildings and homes located in the core area of Johnstown. Because MVW is only 62 acres in size and is located along Parish Avenue across from the Johnstown municipal complex, it is developing a large portion of the acreage, approximately 30 acres in total for commercial, office, health care and retail uses with the balance of the property developing as residential dwelling units at the rate of 8 to 10 units per acre as indicated in the Johnstown Design Guidelines as Downtown Goal #4. There will be approximately 32 acres of medium density residential dwellings constructed at MVW in several smaller communities, each with their own identity and some being age restricted communities. Temporary construction, sales and leasing offices of a free standing nature, for periods of less than one year, shall also

be allowed as an accessory use in MVW. Recreational uses shall be considered an allowable accessory use in MVW. Any other structure or use clearly incidental to or that is generally and commonly associated with the operation of any permitted use that is permitted within these MVW Design Guidelines.

Design goals and objectives at MVW shall include:

- Attractive separation from neighboring projects
- Buildings with multiple sided architecture not just street side architecture
- Buildings located with interesting orientations in commercial areas
- Trash enclosures that are fully screened so that dumpsters are not visible
- Mailboxes will be located in well lighted accessible and safe areas
- Regional materials should be encouraged and used as much as possible
- Adjoining properties are encouraged to share access points and allow circulation
- Projects need to provide for bicycle parking and safe circulation through the site
- Routes shall be clearly delineated, visible and marked for safety
- Safe zones for pedestrians at all intersections with vehicles
- Open and unobstructed sight triangles
- Roof mounted objects should be screened or place away from street sides
- Lighting levels throughout MVW commercial areas shall be subdued, not bright
- Use of building based lighting is encouraged
- Where fences are used they should be open in nature
- Privacy Fencing - Allowed but not in linear runs more than 20 feet in 1 direction
- Drive thru restaurant service lanes shall be screened or bermed
- Drive thru service menu boards shall not be visible to public streets
- Enhancement of the scale and style of the central business district is encouraged

5.0 ARCHITECTURAL DESIGN GUIDELINES RESIDENTIAL

The submittal process for single family or multifamily residential projects in MVW will have an abbreviated submittal process as compared to commercial, office, retail, and flex projects, but shall parallel the process described in 3.1 to 3.1.7 above. Builders and owners should ask the MVW Residential HOA for details and proper application forms. Whether a project is being constructed as a residential or commercial project these MVW Design Guidelines will control and shall be enforced by the ARC and JRC. Home occupations shall be allowed within the residential areas of MVW subject to any restrictions placed upon such use by Johnstown.

5.1 ARCHITECTURAL DESIGN GUIDELINES SINGLE FAMILY RESIDENTIAL

Phase I of MVW may not have any detached single family housing as it is currently planned for medium density attached single family residences. See attached Exhibit A to the MVW Design Guidelines for more information and samples of acceptable Craftsman Style architecture to be constructed at MVW. Acceptable accessory uses would include garages, gazebos, gas grills, and patios. No storage sheds will be allowed that are not an attached part of the residence and designed to be compatible with the architecture of the residence.

5.2 ARCHITECTURAL DESIGN GUIDELINES MULTIFAMILY RESIDENTIAL

Multifamily dwellings will meet the same Craftsman Style architecture as described within the MVW Design Guidelines attached as Exhibit A to these Guidelines. Multifamily dwelling density shall range from 12 to 16 dwellings units per acre. At least one garage shall be available for occupants of the multifamily dwelling units, plus additional onsite parking as is required by the Johnstown Municipal Code. Acceptable accessory uses include garages and landscape and site features such as gazebos and private and shared outdoor patios and grill areas and hot tubs.

Maintenance structures shall also be a permitted accessory use as well as patio or deck storage units attached to the buildings.

5.3 ARCHITECTURAL DESIGN GUIDELINES COMMERCIAL OFFICE AND FLEX SPACE

Office buildings and hybrids such as flex space incorporating office and some lab space or inside storage or work space shall also meet similar Craftsman Style architecture so as to be compatible with MVW residences. Uses in these areas will include service businesses such as banks and medical and dental offices as well as standard professional office uses. Skilled care nursing facilities, independent living structures, assisted care living structures and other similar specialty housing types will also be allowed within this area. See attached Exhibit B to the MVW Design Guidelines for a depiction of the architectural style and design elements that are to be incorporated into the designs of office buildings and flex space at MVW. Acceptable accessory uses will include outdoor patios or other gathering areas, free standing signs, parking garages and other similar items that would be customary to these type facilities.

5.4 ARCHITECTURAL GUIDELINES RETAIL COMMERCIAL & SPECIAL COMMERCIAL

MVW considers that uses within these definitions if a Convenience Center and would include, but not be limited to, retail sales, service businesses, restaurants and restaurants with drive-thru lanes, bakeries, coffee shops, drug stores, food stores, specialty food stores, work-out gyms, laundromats, drug stores dry cleaners, hardware stores and many medical service facilities including emergency clinics, delis, salons and repair shops of all kinds. Many other similar businesses will fit into this same category, including brew pubs and convenience stores with gasoline sales. See attached Exhibit B to the MVW Design Guidelines for a depiction of the architectural style and elements to be incorporated into the designs of retail commercial and special commercial buildings at MVW. Acceptable accessory uses will include outdoor patios or other gathering areas, free standing signs, parking garages and other similar items that would be customary to these type facilities. Outdoor seating, benches and patio furniture shall also be allowed to provide gathering places.

5.5 ARCHITECTURAL DESIGN GUIDELINES LIGHT INDUSTRIAL OFFICE FLEX SPACE

MVW will accept certain clean assembly, processing and fabrication facilities, as well as printing and publishing businesses, but these kinds of business use should not be fronted out on Parish Avenue. Buildings housing these types of uses shall also be designed to fit with the Craftsman Style architecture as it is depicted on Exhibit B to these MVW Design Guidelines. Acceptable accessory uses will include outdoor patios or other gathering areas for employees, free standing signs, parking garages and other similar items that would be customary to these type facilities. Many of these same users could fit into flex space.

5.6 ARCHITECTURAL DESIGN GUIDELINES ADDITIONAL CRITERIA

In addition to the criteria set forth herein, the DRC and JRC may promulgate additional criteria from time to time that are not inconsistent with those that are set forth herein. Any of the new or additional criteria may be amended by action of the DRC and JRC. Changes in land use or changes to any criteria that is greater than the 20 percent dimensional criteria that shall become a permanent part of the design guideline document, shall constitute a major change and shall be brought back to the Planning Commission and Town Council for review and approval.

5.7 ARCHITECTURAL DESIGN GUIDELINES LANDSCAPING

MVW will be a water wise subdivision and has designed a complete set of xeriscape landscape regulations, including suggested planting materials for MVW. These Xeriscape Landscape Plans and Plant List are attached as Exhibit C to these MVW Design Guidelines.

6.0 Open Space and Trail

MVW dedicated open space at the time of its annexation into the Town of Johnstown that filled it requirement for open space dedication by providing a strip of land seventy five (75) feet in width either side of the Little Thompson River from the center line of the stream from the east side of the Great Western Railroad south all the way to WCR 19. The Town of Johnstown plans to improve this area with walking and biking paths leaving the bulk of the area open as a natural area. The large detention pond located in the southeast corner of MVW will be graded such that the bottom of the pond can be used for recreational activities when the pond is dry. Connections will be made from MVW to the Little Thompson open space trails when that area has been improved.

7.0 SIGNS

MVW will have two entry monument signs, see streetscape plans Section 8.1. One shall be located at the entrance to MVW off of Parish Avenue at the Settlers Way entrance in the southeast corner of the entrance. The other will be located along Centennial Drive at the future intersection of Mountain Bluebird Drive that is planned for Phase II of MVW. The entry monument signs will include native stone, a lighted sign and xeriscape landscaped areas with the addition of seasonal flowering plants during the summer months. Throughout the MVW subdivision all signage wherever possible shall be of a more human scale with lighted ground based monument signs used to identify tenants and users of commercial, office, flex and light industrial buildings and sites. Monument signs will be located in easements set aside for such. Façade signs will be allowed on retail buildings with back lit pan channel letters all sized in conformance with Town of Johnstown sign standards. Banners shall be allowed, but shall not be allowed to be displayed for more than one 7 day period of time during each 6 month period during a calendar year, those periods being January through June and July through December each year. Allowable sign areas and sizes shall be as allowed per the Town of Johnstown’s Sign Code, at the time that the MVW Design Guidelines are adopted.

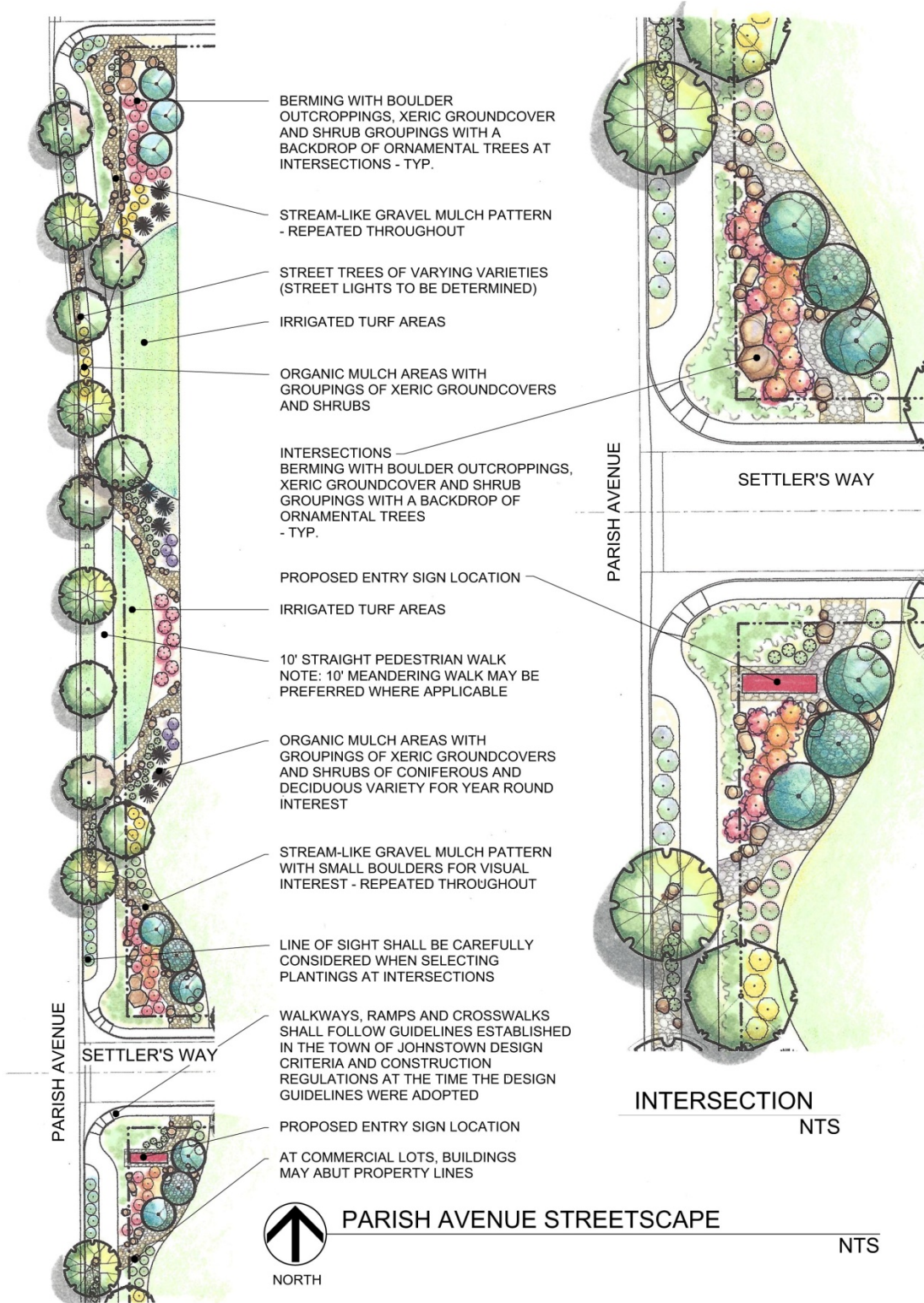
8.0 STREETSCAPES, FURNITURE & LIGHTING

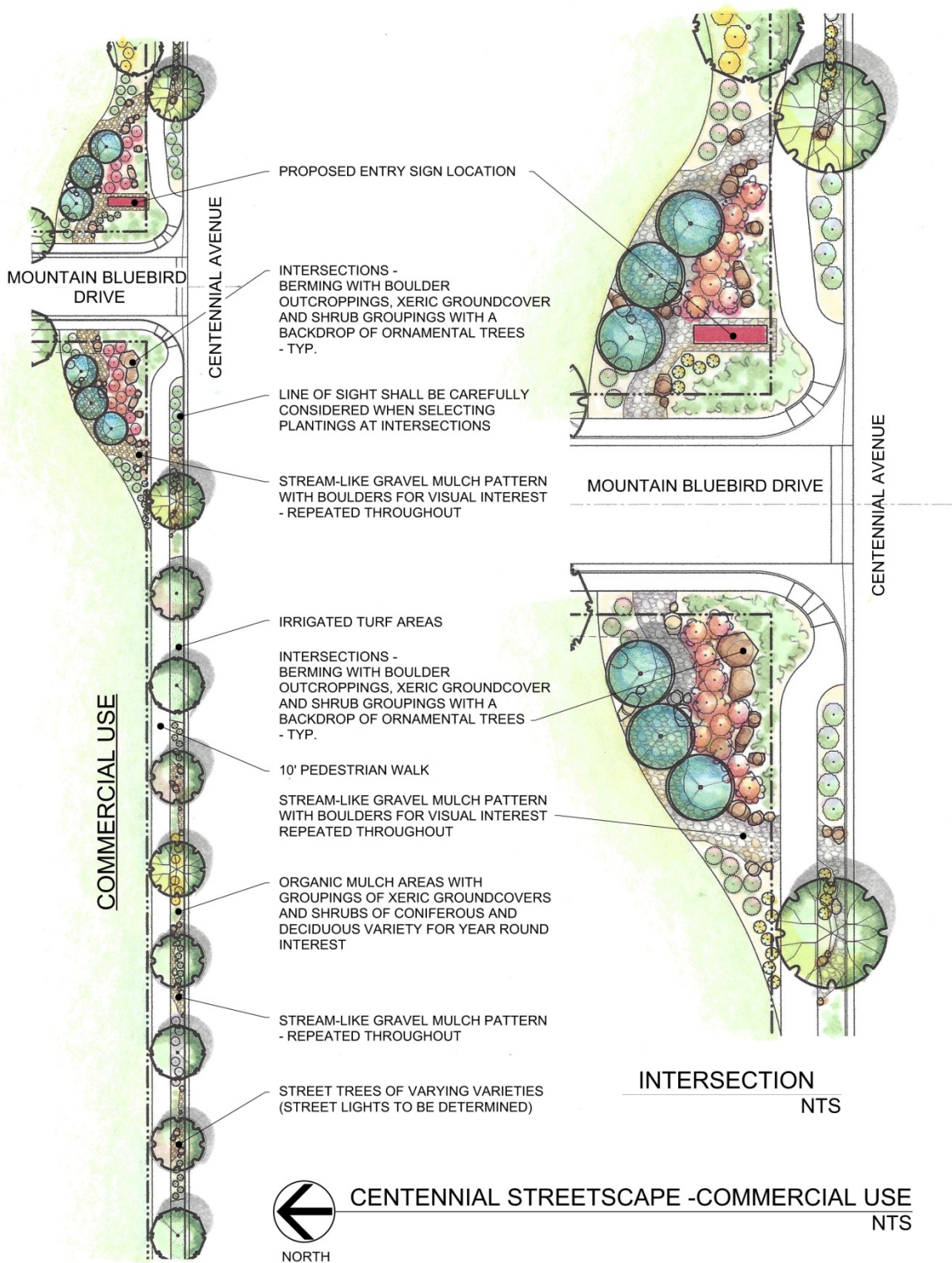
8.1 STREETSCAPES

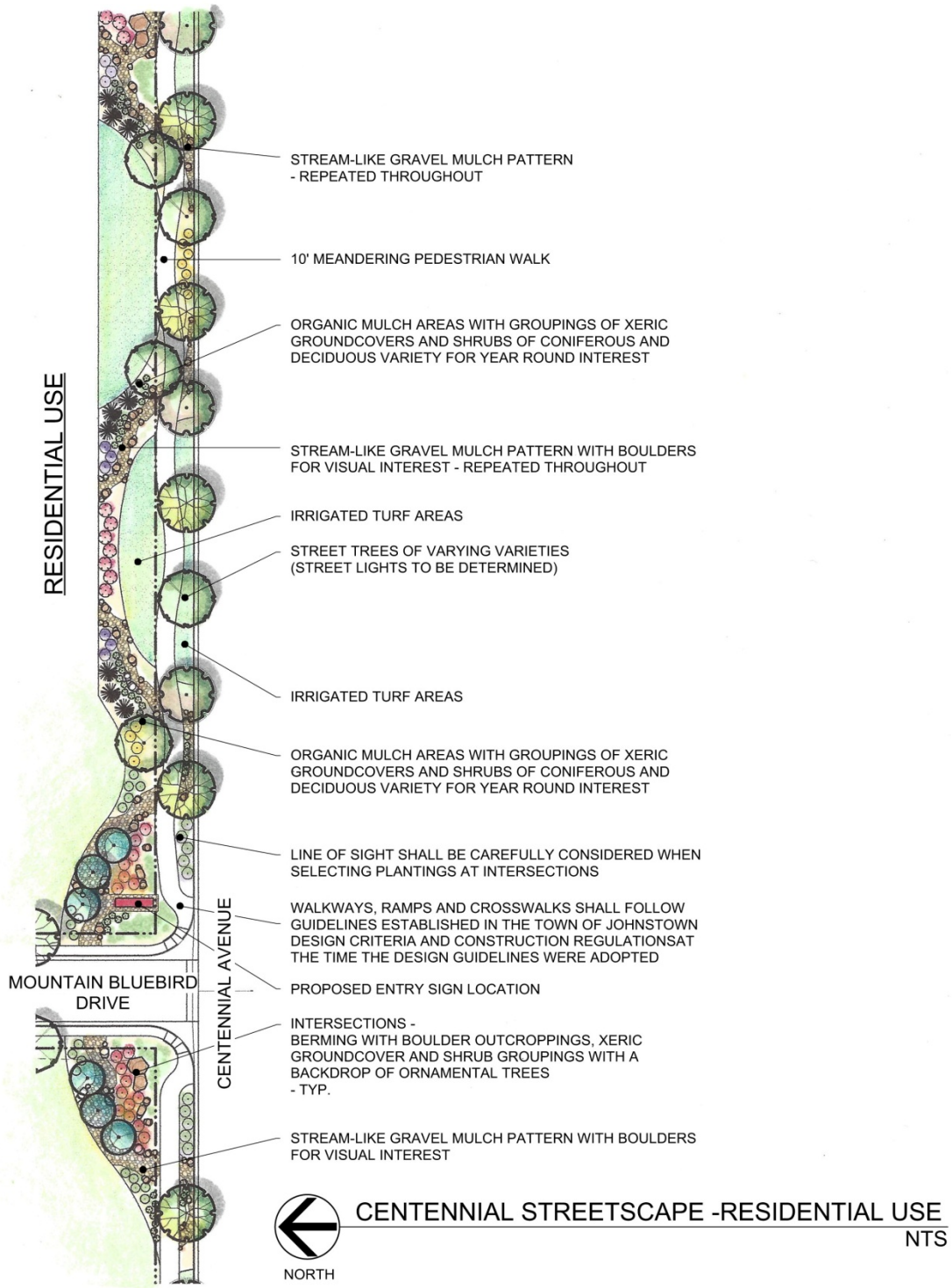
MVW will have tree lined streets throughout using a mixture of deciduous trees and ornamental trees as well as coniferous varieties and evergreen shrubs. That area along Parish Avenue shall be designed to have a blend of all kinds of plant materials mentioned herein, but MVW will focus mostly on xeriscape varieties of plants and trees. The roundabout at the junction of Settlers Way and Mountain Bluebird Drive will also be heavily landscaped, but not so that sight line views are obstructed.

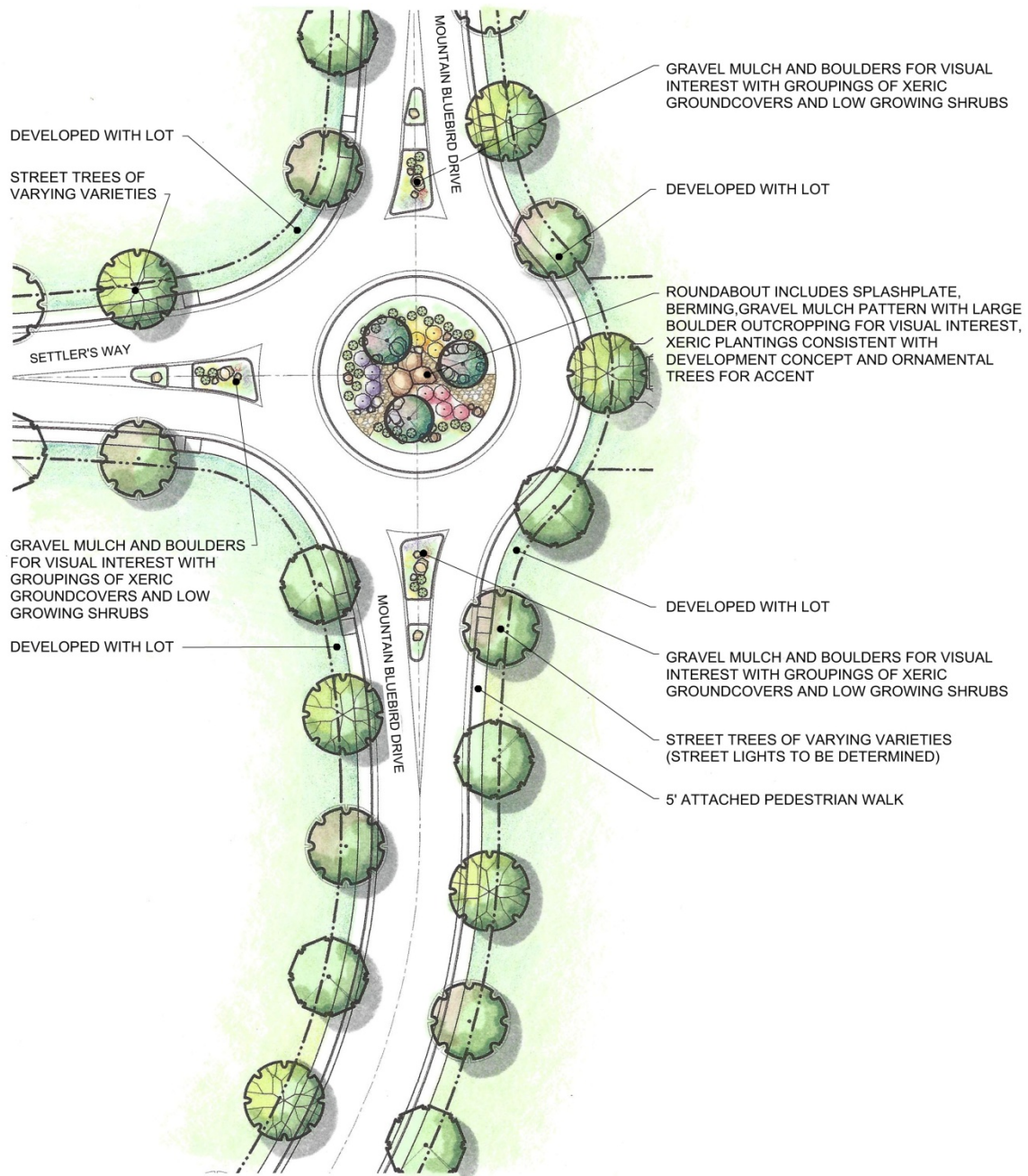


MVW commercial lots on Parish Avenue have the possibility to continue the downtown theme.









8.2 STREET FURNITURE & STREET LIGHTING

At strategic locations along Parish Avenue and elsewhere throughout MVW along local streets decorative benches and paving and other outdoor furnishings will be strategically placed. Street lighting internal to MVW will be of a decorative nature and street lighting along Parish Avenue shall mirror that used in the downtown area of Johnstown. The visual character of the drive or walk southerly along Parish Avenue will provide a sense of continuity to the downtown.



Site furniture examples from Johnstown's downtown.



Examples of existing site & street lighting nearby.



Examples of possible pedestrian lighting styles to be considered.

8.3 FENCING & WALLS

All fencing should complement the project’s architecture. Any walls should, in as much as possible, match the architecture of the project’s buildings. Any fencing and walls shall be subject to JRC and DRC.



Examples of possible fencing styles.

9.0 STORM DRAINAGE AND DETENTION POND

The goal of each site design within MVW shall be to minimize runoff, to the subdivision’s storm drainage pond located in the southeast corner of the subdivision which has been designed such that no on site detention or retention is required. MVW storm drainage pond and all calculations have been based upon the most recent data available from the proper authorities so that water being returned to the river is improved via the most recent technology to improve water quality. All sites and lots within MVW shall be designed to minimize the amount of storm water that goes from one site or lot onto a neighboring site or lot. Wherever possible water from parking lots and roof drains shall be directed toward and utilized by landscaped areas, reducing the need for irrigation water. Drainage water shall flow along driveways, dedicated street flow lines, swales and landscaped corridors on their way to the MVW detention pond where it will be introduced into the Little Thompson. Screen grates and trash grates shall be installed at outflow structures.

10. UTILITIES, EASEMENTS AND RIGHTS OF WAY

All existing easements and rights of way for existing utilities have been identified and located on the plat to be filed for MVW. MVW will also be dedicating certain utility easements and rights of way for future development of sites and lots throughout the subdivision. Developers and Builders shall not interfere with any such easements and rights of way and it shall be their sole responsibility to be aware of all such easements and rights of way on their site or lot prior to commencement of construction activity. Landscaping placed over the top of any easement or right of way is subject to future destruction and shall be the sole cost of the site or lot owner for any replacement.

11. GRADING

All construction activity on all sites and lots in MVW shall be constructed to provide positive drainage away from buildings and foundations, but not over sidewalks. No grading shall take place outside of the owner’s site or lot without the proper authority from the neighboring land owner or Town when appropriate.

12. SCREEN WALLS AND USE OF BERMS

Within MVW all above ground utility boxes, meter banks, loading areas, and outside equipment storage areas shall be screened by a screen wall that matches the architectural nature of the adjacent building using the predominant materials and colors of the building or by the use of a landscaping berm. Screen walls and berms shall minimize the visual impact of the items being screened by at least seventy five percent (75%) from view of adjacent streets.

13. EMERGENCY ACCESS

All MVW site and street designs shall provide for safe and expeditious access for police, fire, ambulances and other emergency vehicles to residences and commercial buildings in line with the regulations set forth from time to time by the Johnstown Fire Department.

14. PARKING LOTS, TRANSPORTATION AND TRANSIT STOPS

As Johnstown continues to grow transportation will become an ever increasing topic of local conversation. To stay ahead of transportation issues MVW designs will allow for transit stops to be accommodated with retail and commercial areas of MVW as the need arises. In the interim most local residents will likely be using their vehicles when not walking or biking to MVW or within MVW to its commercial areas and tenant occupants. Parking lots in commercial areas will be designed to Town of Johnstown design criteria and construction regulations. Within all MVW residential areas it is anticipated that residences will have at least one parking garage with most having two parking garages. Apartments may not have enough covered parking in garages for all apartments, but they shall still meet the minimum parking requirement of 1.5 parking spaces per one bedroom dwelling and 2 parking spaces per two bedroom dwelling unit and 2.5 parking spaces per three bedroom dwelling unit. Commercial offices shall be designed with 1 parking space per 300 SF of gross leasable area and Commercial retail shall be designed with 1 parking space per 250 SF of gross leasable area. Medical offices shall be designed with 1 parking space per 200 SF of gross leasable area. Restaurants shall be required to have 1 parking space for each 100 SF of gross leasable area. Other uses not mentioned herein shall be as directed by the Town Johnstown Design Guidelines. All parking lots will be designed to current standards of designed to current Americans with Disabilities Act (ADA) standards. Interior rows of parking spaces will provide a landscape island at the end of each row of parking, and landscape islands will be provided within the row of parking spaces so that there is not more than 20 consecutive parking spaces without a minimum 9 foot wide landscape island separating the parking spaces. Bicycle parking shall be prominently made available throughout MVW within the commercial and office and retail areas. Bicycle parking areas shall be well lit to provide a safe environment for cyclists.

15. IRRIGATION AND IRRIGATION SYSTEMS

All landscaped areas at MVW shall have irrigation systems operated by time clocks which shall be operated at non high volume times, generally during the night time hours and set to turn off just before sun rise to minimize evaporative losses. Landscaped areas such as large urns and pots bearing live plant material will require hand irrigation if not set up with automatic sprinkler systems. Irrigations systems will be designed with adequate zones to minimize irrigation tap sizes. The irrigation line shall have an automatic controller to activate and operate the system. Remote control valves shall operate each zone valve. Patterns of sprinkler heads will be set to provide head-to-head coverage to all landscaped areas. The system operator shall manage the system so that no the sprinkler do not spray or irrigate impervious surfaces, including sidewalks, driveways, streets and parking lot areas. Backflow prevention devices shall be installed on all irrigation systems. Please see Exhibit C to these MVW Design Guidelines for further explanation of the xeriscape landscaping to be used at MVW and the water conservation benefit by the use of xeriscape methods and planting materials. MVW is a water wise xeriscape subdivision and as such all landscaped area shall be designed as per the Exhibit C Landscape Design criteria to these MVW Design Guidelines.

16. IRRIGATION MAINTENANCE

Maintenance of irrigation shall include all reasonable and regular irrigation, weeding, weed control, fertilizing, pruning, timely removal of tree wraps and staking, and bike path snow and ice removal per usual and standard horticultural practices and Town of Johnstown code. All plant

materials that show signs of insect infestation, diseases or other damage shall be appropriately and timely treated. Dead plant material will be replaced according to the approved landscape plan for MVW and the particular site or lot within MVW. An initial inspection of the landscaping installation will be completed at the time of completion of construction or at any time when there is a change in use. The original developer and any subsequent owner(s) shall be responsible for maintaining all on-site and common areas landscaping as shown on the approved landscape plan for the site or lot. MVW through its Master Association and Residential Association(s) shall be responsible for maintaining the landscaping of public improvements on all adjacent rights-of-way as shown on the approved landscape plan unless a maintenance agreement is existing with a third party. The Town, at its discretion, may add, remove, replace, or maintain landscape materials within any right of way per Town of Johnstown standards.

17. BICYCLES

Bicycles have become common place in today's society whether it be for recreation, work or for shopping. MVW recognizing this fact shall endeavor to accommodate bicycle riders within all commercial areas by providing bicycle routes and by providing adequate bicycle parking spaces in all commercial areas within MVW. Bicycle parking facilities shall be located to provide safety, security and convenience for bicycle riders. Such bicycle facilities shall not interfere with, and be located a safe distance from, pedestrian and motor vehicular traffic. It is highly recommended that bicycle parking facilities be designed and constructed to allow the bicycle frame and both wheels to be securely locked to the bicycle parking structure. The structure shall be of a metal or other permanent construction material and permanently attached to a concrete foundation.



Examples of possible parking device styles.

18. DEFINITIONS

1. Animated sign - A moving sign that utilizes motion in a horizontal or vertical plane or both.
2. Berm - An undulation in terrain creating a new landform within a landscape to be utilized for wind protection, screening or a point of focal interest.
3. Building - Any structure used, designed or intended for the roofed shelter, enclosure or protection of persons, animals or property.
4. Clinic...Medical, Dental or Other - Offices organized to provide medical, dental or other types of health services and/or supplies
5. Convenience Center - A small group of retail stores and service establishments which serve the local neighborhood, including, by way of example but not of limitation, a food store, drugstore, hardware store, barber shop, beauty salon, restaurant, shoe repair shop or laundromat.
6. Development - A single lot, parcel or tract of land or portions or combinations of lots, parcels or tracts of land which are held in single or common ownership and which exist as a distinct functional entity. Multi-use buildings and multiple building complexes which

are held in singular or common ownership, either by individuals, corporations or other legal entity, shall be considered a development for the purpose of the MVW Design Guidelines.

7. DRC – The MVW Design Review Committee
8. Flashing Sign - A sign that is illuminated with intermittent lighting, animated lighting or with varying intensities of light at intervals of fifteen (15) seconds or less, including a moving light or lights.
9. Flex Space - Flex space lends itself to multiple uses which is described by its name. A flex space building is designed for multiple tenants, divided in spaces generally running from front to back. Office space is usually located at the front of the building with other space to the rear that can be used for warehouse space, or assembly space that is typically accessed by delivery doors at the rear of the building. Flex space may include such uses for offices, retail, wholesale, warehousing, manufacturing, assembly, light industrial, or research and laboratory facilities, with residences on second floors.
10. Freestanding Sign – Also referred to as a ground sign. A sign that is permanent and self-supporting, being non-dependent upon support from a building or other type of structure, including signs placed upon fences or non-supporting walls.
11. Gross Floor Area – The total floor area of a commercial building that is inhabitable by the building's occupant or multiple occupants if the building is divided or divisible.
12. Gross Leasable Area (G.L.A.) - The total floor area of a commercial building, which floor area is designed for a tenant or tenants' occupancy and exclusive use, including basements, mezzanines and upper stories, expressed in square feet and measured from the center line of joint partitions and from outside wall faces.
13. Home Occupations – The legal use and occupation of a home, where permitted as an accessory use, for the purpose of doing business out of the home. Such use shall not change the character of the home and the home shall not be allowed exterior signage to promote such home occupation and not external storage shall be allowed. The home occupation shall not create any offensive noise, vibration, smoke, dust, odors, heat or glare noticeable to other area occupants.
14. JRC- The Johnstown Review Committee
15. Lot - A single parcel of land occupied or intended to be occupied by such structure or structures and uses as may be permitted by zoning.
16. Lot Area - The area of contiguous land bounded by lot lines, exclusive of land provided for public thoroughfare.
17. Lot Lines - The lines bounding a lot as defined above.
18. Office or Professional Office - The office of a doctor, dentist, architect, landscape or other architect, engineer, attorney or other similar recognized profession.
19. Open Space - The gross area of a lot or tract of land minus all streets, driveways, parking lots, and building areas, which is to be or has been landscaped or developed for use by the public or by the residents of the lot or tract of land for private, common or public enjoyment or recreational use.
20. Retail Store - A commercial establishment for the sale of material goods or commodities in relatively small quantities selling directly to local consumers and residents.
21. Screen or Screening - To use landscape materials, walls, fencing, berms, or other material to shield an area from view of the public and/or to mitigate noise impacts.
22. Sight Distance Triangle - That area formed by drawing a straight line back from intersecting property lines 25 feet from said intersection and connecting same with a separate line, creating a triangle.
23. Signs - Any structure or part thereof or any device attached to a structure, or any other form of visual communication applied by paint, illumination, embossing or other

technique to a building or other structure for the purpose of directing, advertising, informing, warning or otherwise conveying information visually to the viewer.

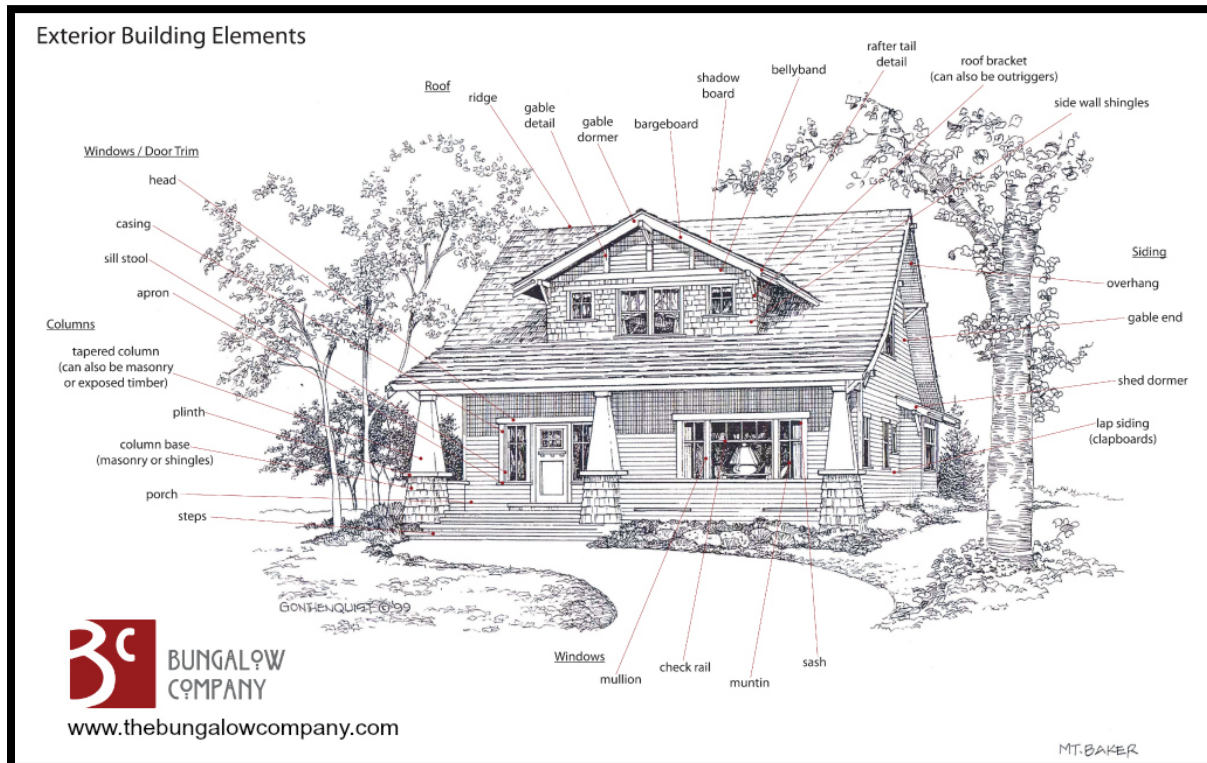
24. Stormwater Detention - Containment of controlled runoff temporarily for storage before discharging downstream. Typically the water is stored in a pond for a limited period of time.
25. Structure - A combination of materials other than natural terrain or plant growth erected or constructed to form a shelter, enclosure, retainer, container, support, base, pavement or decoration.
26. Xeriscape - An environmentally friendly and water wise landscape design approach where some or all of the following techniques are utilized; 1) selecting low water demand plantings, 2) grouping plants by their specific needs, 3) reducing turf areas, 4) using turf types with low water requirements, 5) using plants native to the region being designed, 6) using mulches to cover soil and save moisture, 7) irrigating by zoning those plants together with similar water needs and by using efficient sprinkler head layout and water distribution patterns, 8) and performing regular maintenance to preserve the landscape and conserve water.

EXHIBIT A Architectural Design Guidelines Standards Mountain View West – Residential and Multifamily Buildings

The following information is intended for use as an outline only. Please refer to the recorded Covenants, Conditions and Restrictions for Mountain View West Subdivision for additional detail. The Covenants require that all items are to be submitted to the Architectural Review Committee (“ARC”) for review and approval before submittal to the Town of Johnstown Review Committee (“JRC”) for their approval. Both approvals are required prior to construction commencing on any residential or multifamily building.

ITEM	GUIDELINE
Design Scheme	Neo-Traditional “Craftsman Style”
Roof Materials	Residential – Clay or concrete tile or Minimum 50 Year architectural asphalt shingle Commercial – May also add colored metal or flat roof with EPDM membrane
Roof Slopes/Overhang	Minimum 6/12 pitched roof. Sub roof structures may have less pitch to add character to the main roof. (i. e. dormers) Minimum 12 inch over hang on residential units.
Masonry	Brick, stone or faux stone materials wrapped a minimum 4 feet around sides on residential, multifamily and commercial facades. This shall include garages.
Siding	Cementous, Wood or Masonite lap siding is allowed. Maximum width allowed is 8 inches. Maximum exposure allowed is seven inches. Horizontal grooved is allowable. (Panelized siding such as T-111 is not allowed.)
Trim Widths	
Following are required:	Minimum 1” by 4” width required for all windows (front, rear and sides) Minimum 1” by 6” width required for all corners Minimum 1” by 10” width required at all floor changes and gable ends Minimum 1” by 10” width required at bottom of siding above foundation
Fascia	1” by 8” width with a 1” by 4” trim or gutter. Fascia must be wood or CTX only. Seven sixteenth inch (7/16”) siding shall not be allowed to be used as fascia.
Exterior Vents	Must fit exterior design and be colored to match adjacent materials
Vertical Support Posts	Must be framed with a minimum 8” width on the street facing side, minimum 6” on the sides. Supports shall be wider at the bottom than at the top. Masonry or stone must be a minimum of 12” on any elevation when used.
Heat & Plumbing Vents	Must be located on the roof slope away from the street elevation or screened and hidden.
Colors	Traditional colors to blend with the character of the neighborhood are allowed. All exterior railings, wood, trim, etc. shall match in color. Clear finish is not allowed. Adequate representation of proposed colors will be submitted to the ARC and JRC
Windows	All windows must be wood or vinyl. Aluminum windows are not allowed. The exterior of windows shall be painted to match trim colors.
Fences	See “Fencing Standards” within the MVW Covenants (CC&Rs).
Landscaping	See “Landscape Plan” within the MVW Covenants (CC&Rs).
Antennas & Dishes	Antennas are allowed only in attic spaces. Satellite dishes are allowed per Covenants.
Items Allowable With Special Use Approval	Storm Doors, basketball hoops, playhouses, dog houses and dog runs, swing sets, signs, site lighting located off building structures, firewood storage, change in color scheme.

EXHIBIT A CONTINUED



Craftsman Detail Options

Identifying characteristics and features include such things as pitched and occasionally hipped roofs with wide, and sometimes unenclosed overhangs, roof rafters (exposed) or architectural characteristics shown that represent the look of exposed rafters or decorative false beams or braces, commonly added under gables, porches, either full or partial width, with roof support columns many times tapered as shown on these representative drawings. On these pages of Exhibit B are representative photos of styles and characteristics of architectural features the Mountain View West Architectural Design Review Committee would like to see incorporated within your design submittal.



EXHIBIT A CONTINUED

Craftsman Detail Options

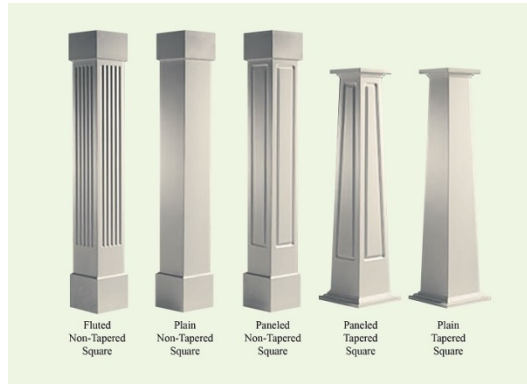


EXHIBIT A CONTINUED
Craftsman Detail Option



Exhibit B
MVW Commercial/Office & Flex Space Design Guidelines
Craftsman Detail Options



EXHIBIT C – MVW LANDSCAPE STANDARDS - XERISCAPE



What is Xeriscaping?

Xeriscape, pronounced (ZER-i-scape), is a landscape practice used to promote water conservation through the design of creative and attractive water efficient landscapes. Xeriscaping is not the same as “zero-scaping” where the designed landscape consists mostly of hard surfaces with very few plants. Xeriscaping is also different from “natural/native” landscaping because here the emphasis is on the selection of plants for water conservation, not necessarily selecting native plants.

It is not a specific look or style. Rather, xeriscape is a combination of seven common-sense horticulture principles that save water, time and resources while creating a beautiful landscape.

The Seven Principles of Xeriscape are:

1. **Planning and Design:** Whether you plan to design your own property or get help from a Landscape Architect/Designer. A plan is an important first step, a good design will provide direction and guidance to ensure that water-conserving techniques are coordinated and implemented in the landscape. Think about how you want to use your new Xeriscape, while considering maintenance.

Perform a site analysis of your property, take into account existing site features such as the location and orientation of your home (north, south, east or west), commercial building or other project feature, such as open space or entry feature, slopes, soils, drainage, downspouts, prevailing winds, sun exposure, activity areas, desirable views, privacy/screening needs, future structures and site improvements. Draw a base map of your property to scale (i.e., 1”=10’-0” or 1/8”=1’-0”, etc...) and begin to design your Xeriscape according to your future vision and needs.

2. **Improve the Soil:** A good soil, one that supports healthy plant life and conserves moisture is an important part of any healthy landscape. Before any planting, add organic matter such as compost or well-aged manure.

For most soils, adding 3-5 cubic yards of organic matter per 1,000 square feet of area to your soil can be beneficial for plant health, soil infiltration and water retention. Rototill the organic matter into the soil at a depth of at least 6 inches.

3. **Appropriate Plant Selection:** Choose plant species according to their sun and water requirements as it pertains to your specific site and areas within your property. Each property has its own set of criteria when it comes to sun exposure (sunny and shady areas) as well as drainage areas (dry or wet areas). Group plants of similar sun and water requirements together and place them in an area of the site which matches these requirements.

Provided with this document is a Plant List for guidance to get you started. Understand there are many plant varieties not provided on this list that could work in your Xeriscape, with approval. For additional plant options please reference the websites listed on page 4 of this document or visit local nurseries.

4. **Practical Turf Areas:** Thoughtful placement of turf areas of manageable size, shape and selection of appropriate drought tolerant turf species are a must. Consider limiting turf grass to high-traffic areas close to the house or other building, such as areas for play, recreation, and pets, with turf grasses that have been hybridized for arid conditions, such as Hybrid Bluegrass varieties and Turf-Type Tall Fescue. Native turf grasses such as Buffalo Grass or Blue Grama perform much better in low-traffic areas. Avoid narrow strips of turf grass which are hard to maintain and water. Consider planting landscape medians with low water, low maintenance plant material.
5. **Irrigation:** Establish hydrozones for water use. Group plant varieties and turf areas according to specific watering needs by dividing the Xeriscape into zones: High (regular watering), Moderate (occasional watering) and Low (little to no watering). Design an irrigation system to water appropriately and conserve water by zoning the irrigation system to serve plant groupings of similar water needs. This can be accomplished by irrigating turf areas separately (with a pop-up sprinkler system) apart from other planting bed/shrub areas (with low-volume drip irrigation). Irrigate areas according to their specific needs by applying the correct amount of water at the correct time of day, early morning or late evening.

Consider the design of your irrigation system at the same time as the design is being completed of your planting plan to minimize the potential for water waste.

6. **Mulch Planting Beds:** Mulch shall be shredded bark, bark chips, rock, and/or gravel.

Organic Mulch, such as shredded wood and bark chips, should be applied at a depth of at least 3-4 inches and will help keep plant roots cool, prevent water evaporation from the soil and will reduce weed growth. Keep in mind that Colorado winds tend to disperse dried out organic mulch.

Inorganic Mulch, such as rock and gravel should be applied at a depth of approximately 2" thick over a weed barrier fabric. Keep in mind extensive use of rock on south and west exposures can raise temperatures near the house, building or other structure and result in wasteful water runoff. Because of the heat that radiates from rock mulch, consider only hardy shrubs and trees to be planted in these conditions. Mulch will give planting beds a finished look and increase the visual appeal of your landscape.

7. **Landscape Maintenance:** Properly mowing, weeding, pruning, watering and fertilizing at the correct time will preserve the beauty of the Xeriscape. A well-maintained landscape will be healthier and hardier to better withstand drought. Once established, Xeriscape Landscapes, require less maintenance and less irrigation than Traditional Landscapes.

MOUNTAIN VIEW WEST XERISCAPE PLAN REQUIREMENTS:



The Mountain View West Master & Homeowners Associations encourage and support tasteful Xeriscaping which will not only beautify our neighborhood, but also lower outdoor water use up to 50 percent. Current Design Guidelines state that all Xeriscape plans require Committee approval.

Xeriscaping does not involve creating a hot dry landscape by dumping truckloads of rock and gravel on to your property. Only aesthetically pleasing Xeriscape plans will be approved by the Mountain View West HOA Architectural Board. Prior to submitting an Architectural Review Request for your Xeriscape, consider the following:

Single Family Residential, Multi-Family Residential and Commercial Standards:

1. **Plan for Submittal:** Prior to installing the landscape of a property, the Owner must submit an ARC Approval Application. There must be an overall design which enhances the look of the home or other buildings and complies with the vision of the neighborhood. The request must include an outline of the project. Plan view designs must provide detailed information on the location of existing site features and all proposed site elements such as locations of hardscape, turf, mulch types and plant material drawn to their mature sizes. Plans must indicate location and types of mulch and rock. If detailed drawings are not included with the Architectural Review Committee Approval Application, the ARC Approval Application will be returned to the homeowner or building property owner.
2. **Ground Cover:** May include turf, native turf species, or perennial/shrub no-mow groundcovers. Wood mulch, rock mulch, decorative rock boulders, or other natural material over fabric to provide a neat, dust-free, weed-free appearance.

Large areas may not be composed of a single material, i.e. bare mulch/rock unless interspersed with groupings of plants.

3. **Borders:** Edging may consist of metal edging and masonry products such as concrete edger. Turf/native turf areas must be bordered to clearly define turf from planting beds.

4. **Front Yard Standards:**

- a. The front yard must have a minimum of 30% and a maximum of 50% irrigated turf or alternative turf area, such as no-mow perennial groundcovers. Sprinkler controllers must be set to water turf and planting bed areas in compliance with the Town of Johnstown.
- b. The front yard must have a maximum of 25% tastefully organized inorganic coverings such as rock, stone, or gravel (or some combination thereof).
- c. The remaining area should be perennials, shrubs, trees, and organic mulched area.
- d. Once installed, the landscaping must be maintained in a neat, attractive, and well-kept manner. Remove dead trees and shrubs promptly. Do not allow weeds to grow in the mulched or rock areas.
- e. Turf grass must be watered sufficiently to prevent it from dying or going dormant while not exceeding water provider's limitations.

5. **Side Yard Standards:**

- a. In any location where the side yard of a corner lot is exposed to a street in front of a fence, the side yard landscaping shall be integrated with the front yard landscaping and subject to the same standards.

6. **Back Yard Standards:**

- a. The same seven water saving principles are to be applied to backyard designs.

7. **Committee Approval:** Does not constitute assurance that landscape improvements comply with the Landscape Standards and Specifications of the Town of Johnstown. Property owners are responsible for all permits and approvals required from the Town of Johnstown.



City of Johnstown Landscape Standards:

<http://www.townofjohnstown.com/DocumentCenter/Home/View/170>

Sources for further Xeriscape and Plant Selection information:

<http://coloradowaterwise.org/page-645743>

<http://extension.colostate.edu/topic-areas/yard-garden/xeriscaping-creative-landscaping-7-228/>

<http://www.denverwater.org/Conservation/Xeriscape/XeriscapePlans/>

<http://www.fcgov.com/utilities/residential/conserves/water-efficiency/xeriscape>

<http://www.highcountrygardens.com/>

EXHIBIT C CONTINUED – MVW LANDSCAPE – PLANT LIST

PLANT LIST

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>HYDROZONE</u> ¹	<u>EXPOSURE</u> ²
DECIDUOUS TREES			
<i>Acer glabrum</i>	Rocky Mountain Maple	L	PS-FS
<i>Acer grandidentatum</i>	Bigtooth Maple	VL-L	PS-FS
<i>Acer tataricum</i>	Tatarian Maple	L	PS-FS
<i>Acer tataricum 'Garann'</i>	Hot Wings Tatarian Maple	L	PS-FS
<i>Aesculus glabra</i>	Ohio Buckeye	M	PS-FS
<i>Aesculus hippocastanum</i>	Horsechestnut	M	PS-FS
<i>Amelanchier x grandiflora</i>	Autumn Brilliance Serviceberry	L	PS-FS
<i>Amelanchier canadensis</i>	Shadblow Serviceberry	L	PS-FS
<i>Catalpa speciosa</i>	Western Catalpa	L-M	FS
<i>Chionanthus virginicus</i>	White Fringe Tree	M	PS-FS
<i>Crataegus spp.</i>	Hawthorn	L	PS-FS
<i>Celtis occidentalis</i>	Hackberry	L	PS-FS
<i>Gleditsia spp.</i>	Honeylocust	L-M	PS-FS
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	L	PS-FS
<i>Koelreuteria paniculata</i>	Golden Rain Tree	L	PS-FS
<i>Malus spp.</i>	Crabapple	M	PS-FS
<i>Ptelea trifoliata</i>	Wafer Ash (Hop Tree)	L-M	S-PS-SF
<i>Pyrus spp.</i>	Ornamental Pear	M	PS-FS
<i>Quercus gambelli</i>	Gambel Oak	VL-L	PS-FS
<i>Quercus macrocarpa</i>	Burr Oak	VL-L	FS
<i>Quercus muehlenbergii</i>	Chinkapin Oak	L-M	FS
<i>Robina pseudoacacia 'Purple Robe'</i>	Purple Robe Locust	VL-L	FS
<i>Sophora japonica</i>	Japanese Pagoda Tree	M	FS
<i>Syringa reticulata</i>	Japanese Tree Lilac	M	FS
<i>Tilia spp.</i>	Linden	M	PS-FS
<i>Ulmus spp.</i>	Elm	L-M	PS-FS

¹ **HYDROZONE:**

VL -Very Low Water Use - indicates a plant that requires little to no additional water once established.

L - Low Water Use - indicates a plant that requires an additional 3 gallons of water per square foot per season.

M - Moderate Water Use - indicates a plant that requires an additional 10 gallons of water per square foot per season.

H - High Water Use (None Selected) - indicates a plant that requires continual water.

² **EXPOSURE:** S-Shade PS-Part Shade FS-Full Sun

PLANT LIST

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>HYDROZONE</u> ¹	<u>EXPOSURE</u> ²
EVERGREEN TREES			
<i>Abies concolor</i>	White Fir	L-M	PS-FS
<i>Juniperus spp.</i>	Juniper	L	PS-FS
<i>Picea abies</i>	Norway Spruce	M	PS-FS
<i>Picea pungens</i>	Colorado Spruce	L-M	PS-FS
<i>Pinus aristata</i>	Bristlecone Pine	L	FS
<i>Pinus cembroides edulis</i>	Pinyon Pine	L	PS-FS
<i>Pinus flexilis</i>	Limber Pine	L	FS
<i>Pinus flexilis 'Vanderwolf Pyramid'</i>	Vanderwolf's Pine	L	FS
<i>Pinus heldrichi v. leucodermis</i>	Bosnian Pine	M	FS
<i>Pinus mugo 'Big Tuna'</i>	Big Tuna Mugo Pine	L	FS
<i>Pinus mugo 'Tannenbaum'</i>	Tannenbaum Mugo Pine	L	FS
<i>Pinus nigra</i>	Austrian Pine	L-M	FS
<i>Pinus ponderosa</i>	Ponderosa Pine	L-M	FS
<i>Pinus spp. 'character'</i>	Character Pine	L	FS
DECIDUOUS SHRUBS			
<i>Amelanchier spp.</i>	Serviceberry	L	PS-FS
<i>Amorpha spp.</i>	Leadplant	L	FS
<i>Aronis spp.</i>	Chokeberry	L	FS
<i>Artemisia spp.</i>	Sage	VL-L	PS-FS
<i>Atriplex spp.</i>	Saltbush	VL-L	FS
<i>Berberis spp.</i>	Barberry	L	FS
<i>Buddleia spp.</i>	Butterfly Bush	L-M	FS
<i>Caragana spp.</i>	Peashrub	VL-L	PS-FS
<i>Caryopteris spp.</i>	Blue Mist, Dark Knight Spirea	L	FS
<i>Cercocarpus spp.</i>	Mahogany	VL	PS-FS

¹HYDROZONE:

VL -Very Low Water Use - indicates a plant that requires little to no additional water once established.

L - Low Water Use - indicates a plant that requires an additional 3 gallons of water per square foot per season.

M - Moderate Water Use - indicates a plant that requires an additional 10 gallons of water per square foot per season.

H - High Water Use (None Selected) - indicates a plant that requires continual water.

²EXPOSURE: S-Shade PS-Part Shade FS-Full Sun

PLANT LIST

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>HYDROZONE</u> ¹	<u>EXPOSURE</u> ²
<i>Chamaebatiaria millefolium</i>	Fernbush	VL-L	FS
<i>Chrysothamnus spp.</i>	Rabbitbrush	VL-L	FS
<i>Cornus spp.</i>	Dogwood	L-M	PS-FS
<i>Cotoneaster spp.</i>	Cotoneaster	L-M	S-PS
<i>Cowania mexicana</i>	Cliffrose	L	S-PS
<i>Cytisus spp.</i>	Broom	L	FS
<i>Fallugia paradoxa</i>	Apache Plume	VL-L	FS
<i>Fendlera rupicola</i>	Cliff Fendler Bush	L-M	FS
<i>Forestiera neo-mexicana</i>	New Mexican Privet	VL-L	FS
<i>Holodiscus dumosus</i>	Rock Spirea	L-M	PS-FS
<i>James americana</i>	Waxflower	VL-L	PS-FS
<i>Kolkwitzia amabilis</i>	Beauty Bush	L-M	PS-FS
<i>Ligustrum spp.</i>	Privet	L-M	PS-FS
<i>Perovskia atriplicifolia</i>	Russian Sage	L	PS-FS
<i>Philadelphus spp.</i>	Mockorange	L-M	PS-FS
<i>Physocarpus spp.</i>	Ninebark	L-M	PS-FS
<i>Potentilla fruticosa spp.</i>	Potentilla	L	PS-FS
<i>Prunus besseyi spp.</i>	Sandcherry	VL-L	PS-FS
<i>Prunus tomentosa</i>	Nanking Cherry	L	FS
<i>Rhamnus</i>	Buckthorn	L	PS-FS
<i>Rhus glabra</i>	Smooth Sumac	VL-L	PS-FS
<i>Ribes spp.</i>	Currant	L-M	S-PS-FS
<i>Rosea spp.</i>	Shrub Rose sp.	L-M	FS
<i>Rubus deliciosus</i>	Boulder Raspberry	VL-L	PS-FS
<i>Shepherdia argentea</i>	Silver Buffaloberry	VL-L	PS-FS
<i>Sibiraea laevigata</i>	Altai Spirea	L	PS-FS
<i>Sibiraea altaiensis</i>	Siberian Spirea	L	PS-FS
<i>Sorbaria sorbifolia</i>	Ash Leaf Spirea	L	PS-FS

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² **EXPOSURE:** **S**-Shade **PS**-Part Shade **FS**-Full Sun

PLANT LIST

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>HYDROZONE</u> ¹	<u>EXPOSURE</u> ²
<i>Symphoricarpos spp.</i>	Snowberry, Coralberry	L	PS-FS
<i>Syringa spp.</i>	Lilac	L-M	PS-FS
<i>Viburnum spp.</i>	Viburnum	L-M	PS-FS
EVERGREEN SHRUBS			
<i>Juniperus spp.</i>	Dwarf Juniper	L-M	PS-FS
<i>Picea spp.</i>	Dwarf Spruce	L	PS-FS
<i>Pinus spp.</i>	Dwarf Pine	L	PS-FS
BROADLEAF EVERGREENS			
<i>Agave parryi</i>	Agave	VL-L	FS
<i>Agave neomexicana</i>	New Mexico Agave	VL-L	FS
<i>Arctostaphylos spp.</i>	Manzanita	L-M	S-PS
<i>Euonymus fortunei 'Coloratus'</i>	Wintercreeper	L-M	S-PS
<i>Euonymus fortunei 'Emerald Gaiety'</i>	Emerald Gaiety Euonymus	L-M	S-PS
<i>Euonymus fortunei 'Emerald n' Gold'</i>	Emerald 'n Gold Euonymus	L-M	S-PS
<i>Hesperaloe parviflora</i>	Red Yucca	VL-L	FS
<i>Mahonia aquifolium spp.</i>	Oregon Grape Holly	VL-L	S-PS
<i>Yucca baccata</i>	Banana Yucca	VL-L	FS
<i>Yucca glauca</i>	Soapweed Yucca	VL-L	FS
ORNAMENTAL GRASSES			
<i>Andropogon gerardii</i>	Big Bluestem	L-M	FS
<i>Bouteloua gracilis 'Blonde Ambition'</i>	Blonde Ambition Blue Grama	VL-L	PS-FS
<i>Calamagrostis spp.</i>	Reed Grass	VL-L	PS-FS
<i>Erianthus ravennae</i>	Hardy Pampas Grass	VL-L	PS-FS
<i>Festuca spp.</i>	Blue Fescue	VL-L	PS-FS
<i>Hakonecbola spp.</i>	Japanese Forest Grass	VL-L	S-PS
<i>Helictotrichon sempervirens</i>	Blue Avena Grass	L	PS-FS

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<i>Miscanthus purpurascens</i>	Maiden Grass	L-M	PS-FS
<i>Muhlenbergia spp.</i>	Muhly Grass	VL-L	FS
<i>Panicum virgatum spp.</i>	Switchgrass	VL-L	FS
<i>Pennisetum alopecuroides</i>	Dwarf Fountain Grass	L-M	FS
PERENNIALS			
<i>Achillea spp.</i>	Yarrow	VL-L	PS-FS
<i>Agastache spp.</i>	Agastache	L-M	FS
<i>Alcea rosea</i>	Hollyhock	L	PS-FS
<i>Alyssum spp.</i>	Alyssum	L	PS-FS
<i>Antennaria parvifolia</i>	Dwarf Pussytoes	VL-L	PS-FS
<i>Aquilegia spp.</i>	Columbine	L-M	PS-FS
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	L	FS
<i>Artemisia spp.</i>	Artemisia	VL	FS
<i>Asclepias tuberosa</i>	Orange Butterfly Weed	VL	FS
<i>Aubrieta spp.</i>	Rockcress	L	FS
<i>Aurinia saxatile compactum</i>	Basket of Gold	L-M	FS
<i>Baptisa australis</i>	False Indigo	L-M	FS
<i>Berlandiera lyrata</i>	Chocolate Flower	VL-L	FS
<i>Callirhoe involucrata</i>	Poppy Mallow	L-M	FS
<i>Campanula spp.</i>	Harebell	L	PS-FS
<i>Centranthus ruber</i>	Red Valerian	L-M	PS-FS
<i>Ceratostigma plumbaginoides</i>	Plumbago	L-M	PS-FS
<i>Coreopsis spp.</i>	Coreopsis	L	FS
<i>Delosperma spp.</i>	Ice Plant	L-M	FS
<i>Diascia integerrima 'Coral Canyon'</i>	Coral Canyon Twinspur	M	FS
<i>Digitalis thapsi 'Spanish Peaks'</i>	Dwarf Pink Foxglove	L-M	PS-FS
<i>Duchesnea indica</i>	Mock Strawberry	L-M	PS-FS
<i>Echinacea spp.</i>	Coneflower	M	FS

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<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>HYDROZONE</u> ¹	<u>EXPOSURE</u> ²
<i>Echium amoenum</i> 'Red Feathers'	Red Feathers Echium	L	FS
<i>Eriogonum umbellatum</i>	Sulfur Buckwheat	L	FS
<i>Gaillardia</i> spp.	Gaillardia	L-M	FS
<i>Galium odoratum</i>	Sweet Woodruff	L	S-PS
<i>Gaura lindheimeri</i>	Whirling Butterfly Gaura	L	FS
<i>Gazania linearis</i>	Colorado Gold Gazania	L-M	FS
<i>Geranium</i> spp.	Geranium	L-M	PS-FS
<i>Gypsophila paniculata</i>	Baby's Breath	L	FS
<i>Helianthus maximiliana</i>	Sunflower	L	FS
<i>Heuchera</i> spp.	Coralbells	M	PS
<i>Iberis sempervirens</i>	Candytuft	M	PS
<i>Iris</i> spp.	Iris	M	FS
<i>Kniphofia</i> spp.	Torch Lily	L	FS
<i>Lamium</i> spp.	Nettle	L	S-PS
<i>Lavendula</i> spp.	Lavender	VL-L	FS
<i>Liatris punctata</i>	Dotted Gayfeather	VL-L	FS
<i>Limonium latifolium</i>	Sea Lavender	L-M	PS-FS
<i>Linum</i> spp.	Flax	L	FS
<i>Lupinus argenteus</i>	Silvery Lupine	L	PS-FS
<i>Marrubium rotundifolia</i>	Silver edged Horehound	VL-L	FS
<i>Mirabilis multiflora</i>	Showy Four O'Clock	VL-L	FS
<i>Nepeta</i> spp.	Catmint	L	FS
<i>Oenothera macrocarpa</i>	Ozark Sundrops	L	FS
<i>Origanum</i> spp.	Showy Oregano	M	PS-FS
<i>Osteospermum</i> spp.	Sun Daisy	L-M	FS
<i>Papaver orientale</i>	Oriental Poppy	L-M	PS-FS
<i>Penstemon</i> spp.	Penstemon	L	FS
<i>Phlox subulate</i>	Creeping Phlox	M	FS
<i>Potentilla verna nana</i>	Creeping Potentilla	L-M	FS

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<i>Pulsatilla vulgaris</i>	Pasqueflower	L	PS-FS
<i>Ratibida columnifera</i> 'Mexican Hat'	Prairie Coneflower	VL	FS
<i>Rudbeckia</i> spp.	Gloriosa Daisy	L	FS
<i>Salvia</i> spp.	Salvia	L-M	FS
<i>Saponaria ocymoides</i> 'Splendens'	Rock Soapwort	L	FS
<i>Santolina chamaecyparissus</i>	Lavender Cotton	L-M	FS
<i>Scabiosa</i> spp.	Pincushion Flower	L	PS-FS
<i>Scutellaria resinosa</i>	Prairie Skullcap	L-M	FS
<i>Sedum</i> spp.	Sedum	L	PS-FS
<i>Sempervivum</i> spp.	Hens and Chicks	VL-L	PS-FS
<i>Sphaeralcea</i> spp.	Orange Globemallow	VL-L	FS
<i>Stachys byzantina</i> 'Silver Carpet'	Silver Carpet Lamb's Ear	L	PS-FS
<i>Tanacetum</i> spp.	Partridge Feather	VL	FS
<i>Teucrium</i> spp.	Germander	L-M	FS
<i>Thymus</i> spp.	Thyme	L	PS-FS
<i>Verbena bipinnatifida</i>	Native Verbena	L	PS-FS
<i>Veronica</i> spp.	Veronica	L	PS-FS
<i>Viola corsica</i>	Corsican Violet	VL	PS-FS
<i>Zauschneria</i> spp.	Hummingbird Trumpet Flower	L	FS
<i>Zinnia grandiflora</i>	Rocky Mountain Zinnia	VL-L	FS
VINES			
<i>Campsis radicals</i>	Trumpet Vine	L-M	PS-FS
<i>Clematis terniflora</i>	Autumn Clematis	L-M	PS-FS
<i>Lonicera</i> spp.	Honeysuckle Vine	L-M	PS-FS
<i>Polygonum aubertii</i>	Silverlace Vine	L-M	PS-FS

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<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>HYDROZONE</u> ¹	<u>EXPOSURE</u> ²
TURF			
	Creasted Wheatgrass	L	FS
<i>Agropyron spp.</i>			
<i>Agropyron cristatum</i>	Ephraim Crested Wheatgrass	L	FS
<i>Buchloe dactyloides</i>	Buffalo Grass	VL-L	FS
<i>Bouteloua gracilis</i>	Blue Grama	L	FS
<i>Bromus interims</i>	Smooth Bromegrass	L	FS
<i>Festuca arundinacea spp.</i>	Turf-Type Tall Fescue	M	PS-FS
<i>Festuca spp.</i>	Fine Fescues	L-M	S-PS
<i>Poa pratensis x Poa arachnifera</i>	Texas Hybrid, Bandera/ Texas Hybrid, SPF30 Blend	M	FS

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The Johnstown Review Committee (JRC) has adopted these Mountain View West (MVW) Design Guidelines as of this ____ day of _____ 2017 by Town Council Resolution.



Town of Johnstown

Planning & Zoning Commission Staff Analysis Report

ITEM: Public Hearing and Consideration of Settler’s Crossing Preliminary/Final Subdivision Plat

PROJECT: SUB23-0003

PARCEL NO: 106102100021

DESCRIPTION: Commercial Subdivision of approximately 13.7 acres, in Mountain View West PD (2017)

LOCATION: South of Settler’s Way & East of Parish Ave

DEVELOPER: Parish, LLC

STAFF: Lilly Cory, Planner I

HEARING DATE: November 1, 2023

ATTACHMENTS:

1. Vicinity Map
2. Final Plat
3. Traffic Impact Study
4. Mountain View West PUD (2017)

EXECUTIVE SUMMARY:

The Developer, Parish, LLC, with Land One Engineering is requesting approval of the Final Subdivision Plat within the Mountain View West PD. The subdivision will consist of 11 lots, dedicated right-of-way (ROW), and commercial signage. It is anticipated that this will act as neighborhood commercial with access to the surrounding residential community.

ZONING: PD- Mountain View West PUD (2017)

ADJACENT ZONING & LAND USE:

- North:** Mountain View West PUD - Residential
- East:** Mountain View West PUD – Residential
- South:** Johnstown Farm PD – Residential
- West:** Johnstown Town Hall & Johnstown Farms - Residential

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PROPERTY HISTORY

The subject property was annexed in 2013 as a part of the Parish LLC annexation (Ordinance 2014-133). Zoning was done concurrently and (PUD B) was monumented by ordinance 2014-134 and updated in 2017. Most of this PD has already been developed for residential use as Mountain View West Townhomes.

SUBMITTAL AND REFERRALS

This project submittal included the proposed final subdivision plat, as well as required engineering plans and reports for the site. The project was referred to and reviewed by:

- + Weld County
- + IMEG (Town Engineer)
- + Little Thompson Water District
- + Front Range Fire District
- + Helton & Williamsen (Water Engineer)
- + NOCO Water Conservation District
- + TOJ Public Works & Utilities
- + FHU (Town Traffic Engineer)

PROJECT DESCRIPITON & ANALYSIS

The proposed subdivision would create 11 total lots for commercial businesses. The project is located East of Parish Ave, North of Centennial Dr or WCR 46.5, South of Settler’s Way with one main access to the lots through Meadowlark Dr.

ROW will be landscaped and maintained by Parish LLC, as the WSSA will monument the total amount of water required. Other landscaping is to be maintained by the tenants as lots are developed.

At this time there are no public improvements that have been proposed or otherwise stated in the Development Agreement at this time.

The staff has no outstanding concerns with this subdivision and believes that it will promote the Town’s housing diversity and local economy. There are no concerns of incompatibility with surrounding Town Developments & Zoning.

PUBLIC NOTICE

Notice for the Planning and Zoning Meeting and Public Hearing was published in the Johnstown Breeze on Thursday October 5, 2023. This notice provided the date, time, and location of the hearing along with a description of the project. Notices were mailed out on Thursday September 28, 2023, to all landowners in an 800ft radius from the property. Notification was sent out once again due to previously cancelled meeting for both the Johnstown Breeze and property owners on October 19th, 2023.

RECOMMENDED FINDINGS AND MOTIONS

Recommended Findings

It is recommended that the Planning and Zoning Commission send a recommendation for approval to Town Council for the Preliminary/Final Subdivision Plat based upon the following findings:

- 1.) The proposed subdivision is consistent with the town comprehensive plan and is in compliance with the Town’s codes, regulations, and requirements along with the Mountain View West PD.

Recommended Motion to Approve

I move to approve Settler’s Crossing Preliminary/Final Subdivision Plat, based on the application received, information provided, and findings noted at this hearing.

Alternative Motions:

Motion to Recommend Approval with Conditions

I move to approve Settler’s Crossing Preliminary/Final Subdivision Plat with conditions, based on the application received, information provided, and findings noted at this hearing. The conditions are listed as such:

Motion to Recommend Denial

I move that the Commission recommend to Town Council Denial of the Settler’s Crossing Preliminary/Final Subdivision Plat, based on the following findings.

SETTLER'S CROSSING

Preliminary & Final Subdivision Plat (SUB23-0003)

Town Council Meeting

December 4th, 2023

7 p.m.

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SITE LOCATION & BACKGROUND

General Location

East of Parish Ave & South of Settler's Way

Approx. 13.7 acres

Located in the red portion

Previous Land Use Events

2005- Johnstown Colony Annexation

2017-Mountain View West Planned Development (PD)



FUTURE LAND USE COMPATABILITY

MEDIUM DENSITY/INTENSITY (MDI)

INTENT & DESIRED CHARACTER

Commercial uses may be developed as stand-alone sites or be grouped in small 10 to 20-acre centers or campuses. Johnstown's Downtown would be ideal for this level of development. Reuse and redevelopment of existing structures may occur, with historic residences and structures changing to offices, boutiques, or personal services with alley-served parking. Commercial centers in an MDI will feature more walkability, perhaps offering covered arcades or awnings, pedestrian-scaled signage, shade trees and nice landscaping that helps slow traffic and break-up parking areas, and enjoyable outdoor spaces to gather. Rooftop and sidewalk patios, along with courtyard plazas offer patrons enjoyable places to meet and eat, gather and chat with friends.

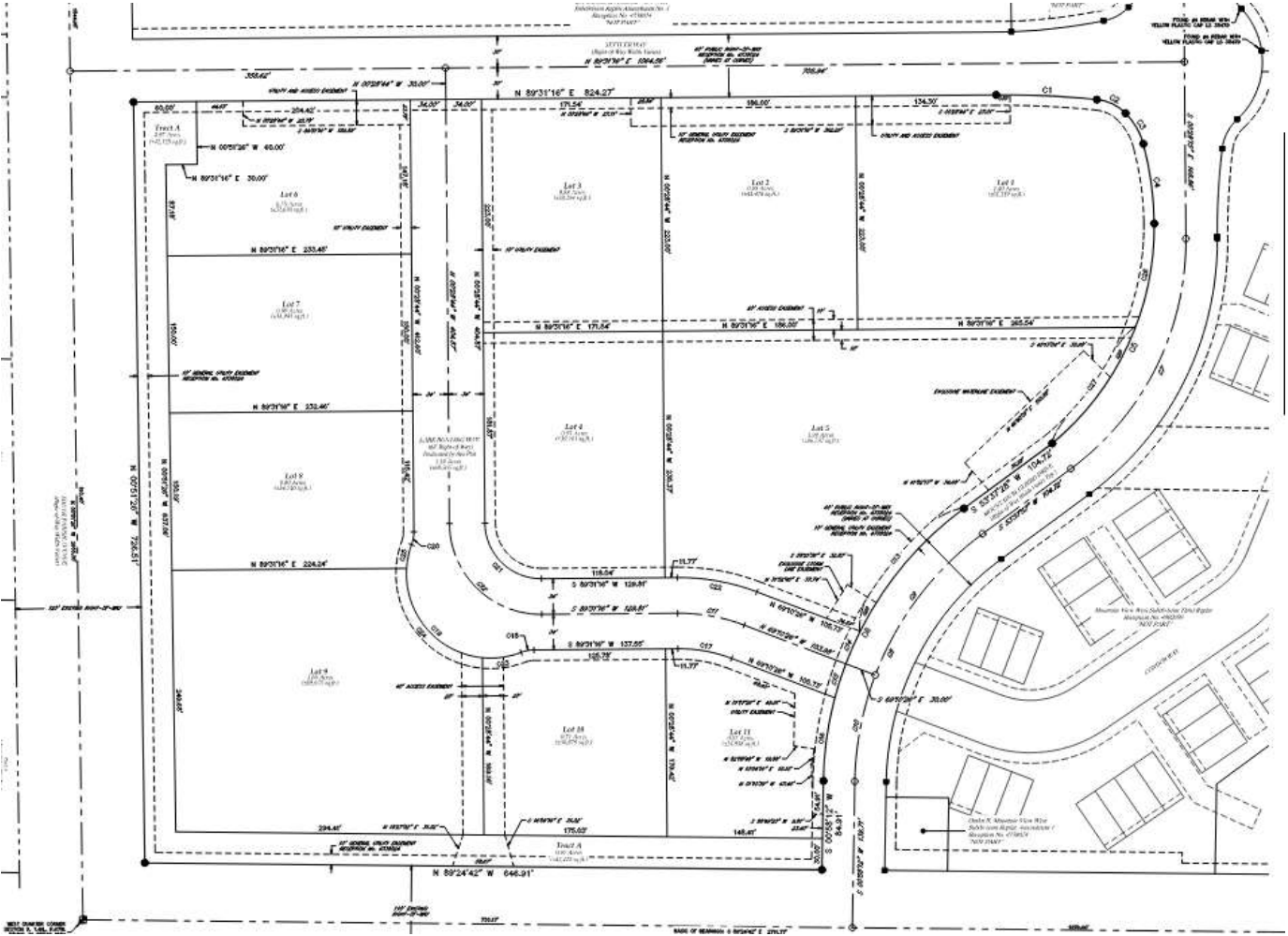
**page 56/88 of the Johnstown Comprehensive Plan 2021*



Site Location

SUBDIVISION OVERVIEW

- 11 commercial lots
- Access Easement has been approved for lots 9 & 10 for a right in right out at Centennial Dr
- Part of Downtown Johnstown's Identity



STAFF ANALYSIS & RECOMMENDATION

- ▶ Complies with Town Land Use Code and Comprehensive Plan
- ▶ Conforms to the Mountain View West PUD/PD (2017)
- ▶ Encourages Downtown District economic growth and neighborhood proximity to commercial resources

- ▶ Staff recommendation for Approval





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** December 4, 2023
- SUBJECT:** **Public Hearing** – Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1
- ACTION PROPOSED:** Consider Resolution No. 2023-59
- ATTACHMENTS:**
1. Proposed First Amendment to Amended and Restated Service Plan
 2. Cover Letter from Attorney for the District
 3. Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1
- PRESENTED BY:** Town Attorney, Avi Rocklin, and Special Counsel, MaryAnn McGeady of McGeady Becher P.C.
-

AGENDA ITEM DESCRIPTION: On September 8, 2021, the Town Council approved a Service Plan for the Ledge Rock Center Residential Metropolitan District No. 1 (“District”), and the District was thereafter organized by Order and Decree of the District Court of Weld County. On June 6, 2022, the Town Council approved an Amended and Restated Service Plan for the District (collectively with the Service Plan, the “Service Plan”). The District encompasses the land generally located south of Highway 60/County Road 48 and east of Interstate I-25 and includes approximately 50.251 acres of residential land that includes the multi-family portion of the Ledge Rock Center development.

Due to changes in projected construction, increases in capital costs and added public improvements within the District, the District seeks to increase the debt authority set forth in the Service Plan. To accomplish the foregoing, the Board of Directors of the District submitted and requests approval of a First Amendment to the Amended and Restated Service Plan for the District (“First Amendment”), pursuant to the requirements of the Special District Control Act, Title 32, Article 1, Part 2, C.R.S.

The District’s capital expenditures are estimated to be \$21,030,119. Based on the original proposed financing plan, providing 10 mills for debt and 5 mills for operations and maintenance, the Service Plan provides that the District may not issue debt in excess of \$3,714,000. Based on an updated financing plan, providing 40 mills for debt and 10 mills for operations and maintenance, the

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maximum mill levies in the Service Plan, the District seeks to increase its debt authorization to \$15,250,000. The District anticipates issuing bonds and obtaining net proceeds in the amount of \$9,462,948 for the public improvements. As provided in the Service Plan, the maximum mill levies are subject to an assessment ratio adjustment.

LEGAL ADVICE:

The Town Attorney prepared the proposed Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1.

FINANCIAL ADVICE:

The Town’s Special Counsel reviewed the Financial Plan prepared by D.A. Davidson & Company.

RECOMMENDED ACTION: Approve Resolution No. 2023-59.


SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2023-59, a Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1.

For Approval with Conditions: I move to approve Resolution No. 2023-59, a Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1, with the following modifications _____, and direct the Town Attorney to revise the First Amendment to the Amended and Restated Service Plan accordingly.

For Denial: I move to deny approval of Resolution No. 2023-59.

Reviewed and Approved for Presentation,



Town Manager

**FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE PLAN
FOR
LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 1**

TOWN OF JOHNSTOWN, COLORADO

Prepared by:
SPENCER FANE LLP
1700 Lincoln Street
Suite 2000
Denver, CO 80203

Submitted: October 23, 2023

Revised and Resubmitted: November 17, 2023

I. INTRODUCTION

On June 6, 2022, the Town Council of the Town of Johnstown (the “Town”) approved the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1 (the “Service Plan”) by Resolution No. 2022-23 according to the requirements of the Town and the Special District Act. The District is a quasi-municipal corporation and political subdivision of the State of Colorado.

This First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1 (the “First Amendment”) for Ledge Rock Center Residential Metropolitan District No. 1 (the “District”) is proposed to:

- A. Replace Exhibits E and F to the Service Plan to provide updates on the debt capacity and financial feasibility of an increased Maximum Debt Authorization, considering increased price points for multi-family units, higher development costs, and changes and updated to absorption projections for the District.
- B. Update the Maximum Debt Authorization due to these changed circumstances.
- C. Make the required updates to the IGA with the Town to reflect these changes.

II. PURPOSE OF FIRST AMENDMENT

The purpose of the First Amendment is to provide the District greater financial flexibility considering changed financial circumstances within the District. These updates are necessary to reflect the increased financial capacity of the District due to increased development costs, greater pricing points, and changes in absorption projections within the District.

The Service Plan set the District’s Maximum Debt Authorization at \$3,714,000, which was necessary to net approximately \$1,841,000 in proceeds from available District revenues for Public Improvements serving the District. This allowed for approximately 120% coverage of the estimated financial plan and pro-forma projections to provide an additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies.

Since the Town approved the Service Plan, there was a two-year delay in projected construction but a three-year reduction in overall development time. During the delay, there have been increases in capital costs and development needs for the District’s Public Improvements. These changes are reflected in the updated Exhibit F, which shows a total of \$12,708,000 in available debt capacity within the District. In light of this increased capacity, this First Amendment updates the Maximum Debt Authorization to \$15,250,000, which continues the approximately 120% coverage of the District’s debt capacity to provide additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies.

The First Amendment also modifies the District’s Capital Plan with an updated Exhibit E to show the increased costs of the District’s Public Improvements as well as new Public Improvements. New Public Improvements include ditch relocation and additional highway improvements, parking areas, and roadway expenses.

Lastly, the First Amendment modifies the District’s IGA with the Town to reflect the changes to the Maximum Debt Authorization and the Capital and Financing Plans.

III. AMENDMENTS

A. Changes to “Powers of the District and Service Plan Amendment”

Paragraph 13 of Section V, Part A of the Service Plan shall be deleted in its entirety and replaced with the following:

“13. Maximum Debt Authorization. The District shall not issue Debt above Fifteen Million, Two Hundred Fifty Thousand Dollars (\$15,250,000). Refunded Debt, wherein the initial Debt issuance counted toward the Maximum Debt Authorization shall not count against the Maximum Debt Authorization set forth herein.”

The second to last sentence of the first paragraph of Section V, Part C of the Service Plan shall be amended to read as follows:

“As shown in the Capital Plan, the estimated costs of the Public Improvements for the District boundaries (of approximately 50 acres) are approximately Twenty-One Million, Thirty Thousand, One Hundred Nineteen (\$21,030,119)”

B. Changes to “Financial Plan”

The second paragraph of Section VI, Part A of the Service Plan shall be deleted in its entirety and replaced with the following:

“That total Debt that the District shall be permitted to issue shall not exceed the Maximum Debt Authorization of \$15,250,000, which is estimated to be the amount necessary to net approximately \$9,462,948 in proceeds from available District revenue for Public Improvements serving the District, as well as traditional transactional and financing costs. Debt of the District shall be permitted to be issued on a schedule and in such year or years as the District determines to meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. This Maximum Debt Authorization of \$15,250,000 allows for approximately 120% coverage of the estimated financial plan and pro-forma projections to provide an additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies.”

C. Changes to Exhibits

The Intergovernmental Agreement between the District and Johnstown attached as Exhibit D to the Service Plan shall be amended with the First Amendment to the Amended and Restated Intergovernmental Agreement between the Town of Johnstown, Colorado and Ledge Rock Residential Metropolitan District No. 1 attached hereto as **Exhibit D**.

The Capital Plan attached as Exhibit E to the Service Plan shall be replaced in its entirety with the Capital Plan attached hereto as **Exhibit E**.

The Financial Plan attached as Exhibit F to the Service Plan shall be replaced in its entirety with the Financial Plan attached hereto as **Exhibit F**.

IV. EFFECT OF FIRST AMENDMENT

The Service Plan is hereby modified, and only modified, as specifically set forth in this First Amendment.

V. RESOLUTION OF APPROVAL

The District incorporates the Town Council’s Resolution approving this First Amendment, including any conditions of approval.

VI. CONCLUSION

This First Amendment demonstrates that:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate without the District for present and projected needs;
- c. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. The facility and service standards of the District are compatible with the facility and service standards of Weld County and Town of Johnstown, which are interested parties hereunder. § 32-1-204(1), C.R.S.;
- f. The First Amendment will be in the best interests of the area to be served.

VII. CERTIFICATION

It is hereby respectfully requested that the Town Council of the Town of Johnstown, Colorado, which has jurisdiction to approve this First Amendment to the Amended and Restated Service Plan by virtue of Section 32-1-204.5 and Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1 as submitted. The undersigned will cause notice of the Town's hearing on the proposed First Amendment to be duly given as required by the Town Code and statutory requirements and will or has caused all other required filings to be made and all other applicable procedural requirements to be met.

LEDGE ROCK CENTER RESIDENTIAL
METROPOLITAN DISTRICT NO. 1

By: /s/ David S. O'Leary
Spencer Fane LLP
Counsel to Ledge Rock Center Residential
Metropolitan District No. 1

EXHIBIT D

Intergovernmental Agreement between the District and Johnstown

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 1**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is made and entered into to be effective as of the ___ day of _____, 2023 by and between the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado (“Town”), and LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on September 8, 2021 by Resolution 2021-29, as amended by the Town by the Amended and Restated Service Plan approved by the Town on June 6, 2022, and the First Amendment to the Amended and Restated Service Plan approved by the Town on December 4, 2023 (collectively, the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have previously entered into intergovernmental agreements, most recently the Amended and Restated Intergovernmental Agreement Between the Town of Johnstown, Colorado and Ledge Rock Center Residential Metropolitan District No. 1, dated effective June 20, 2023 (the “IGA”); and

WHEREAS, in light of the approval of the First Amendment to the Amended and Restated Service Plan, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amendment (“Amendment”), amending the IGA.

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

COVENANTS AND AGREEMENTS

1. Maximum Debt Authorization. Paragraph 13 of the IGA shall be deleted in its entirety and replaced with the following language:

The District shall not issue Debt in excess of Fifteen Million, Two Hundred Fifty Thousand Dollars (\$15,250,000). Refunded Debt, wherein the initial Debt issuance

counted toward the Maximum Debt Authorization shall not count against the Maximum Debt Authorization set forth herein.

2. The IGA is hereby modified, and only modified, as specifically set forth in this First Amendment.

[Remainder of Page Intentionally Left Blank. Signature Page(s) Follow.]

LEDGE ROCK CENTER RESIDENTIAL
METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

EXHIBIT E

Capital Plan



November 17, 2023

Town of Johnstown
Board of Trustees
450 Parish Avenue
Johnstown, Colorado 80534

Subject: Estimate of Preliminary District Expenditures for
Ledge Rock Center, Johnstown, Colorado 80534

To Whom It May Concern:

The letter serves to document that Point Consulting, LLC. prepared an Estimate of Preliminary District Expenditures for the Ledge Rock Center, dated November 17, 2023.

The estimate was based on a conceptual engineering plan for the subject proposed mixed-use development, and unit costs were based on comparable projects with similar levels of detail and preparation within the same geographic area during a similar time period.

It is our professional opinion that the construction costs presented in the estimate are reasonable and have been based on the best available information.

Should you have any questions related to this estimate, we can be reached at 720-258-6836, Ext. 1011.

Sincerely,
Point Consulting, LLC

A handwritten signature in blue ink, appearing to read "Jim Shipton". The signature is stylized and fluid.

Jim Shipton,
Partner

SUMMARY ESTIMATE OF PRELIMINARY PROJECT COSTS DISTRICT EXPENDITURES

November 17, 2023

PUBLIC IMPROVEMENT COSTS FOR
Ledge Rock Center - Multi-Family District
COMBINED AREA - 50 ACRES

Public Improvements	Quantity	Unit	Unit Cost	Total Cost
1 Grading/Miscellaneous				
Mobilization/General Conditions	2,182,356	SF	\$ 0.05	\$ 109,118
Clearing Grubbing and Topsoil Stripping	2,182,356	SF	\$ 0.05	\$ 109,118
Earthwork (cut/fill/place)	40,957	CY	\$ 3.00	\$ 122,871
Erosion Control	2,182,356	SF	\$ 0.05	\$ 109,118
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000
MSE Block Wall	15,000	SFF	\$ 45.00	\$ 675,000
Subtotal				\$ 1,135,224
2 Roadway Improvements/Miscellaneous Concrete Work				
Local Street (36' section)	5,467	LF	\$ 310.00	\$ 1,694,770
Asphalt Prep.	652,307	SF	\$ 1.10	\$ 717,538
Asphalt Place.	652,307	SF	\$ 6.60	\$ 4,305,226
Concrete Prep.	124,545	SF	\$ 2.20	\$ 273,999
Concrete Place.	124,545	SF	\$ 6.60	\$ 821,997
Subtotal				\$ 7,813,530
3 Potable Waterline Improvements				
12" Water Onsite	5,812	LF	\$ 125.00	\$ 726,500
Subtotal				\$ 726,500
4 Sanitary Sewer and Underdrain Improvements				
Onsite 10" Sewer	6,175	LF	\$ 127.00	\$ 784,225
Onsite Underdrain	6,175	LF	\$ 45.00	\$ 277,875
Subtotal				\$ 1,062,100
5 Storm Drainage Improvements				
Onsite 18" StormSewer	4,788	LF	\$ 176.00	\$ 842,688
Onsite Underdrain	2,781	LF	\$ 90.00	\$ 250,290
Subtotal				\$ 842,688
6 Open Space, Parks and Trails				
Landscape/Irrigation/Amentities	654,707	LS	\$ 3.50	\$ 2,291,474
Regional Trails/Parks	90,400	SF	\$ 10.00	\$ 904,000
Site Lighting Cable	12,078	LF	\$ 12.00	\$ 144,936
Light Poles	95	EA	\$ 7,500.00	\$ 712,500
Monumentation	4	EA	\$ 50,000.00	\$ 200,000
Subtotal				\$ 4,252,910
Infrastructure Subtotal				\$ 15,832,952
Contingency (15%)				\$ 2,374,943
Infrastructure Total Cost				\$ 18,207,895
7 Admin. / Design / Permitting / Etc.				
Engineering/Surveying	1	LS	3.5%	\$ 637,276
Con. Man. / Inspection	1	LS	7.0%	\$ 1,274,553
Admin / Planning	1	LS	5.0%	\$ 910,395
Subtotal				\$ 2,822,224
8 Land Aquisition				
Subtotal				\$ -
Total Hard/Soft Cost				\$ 21,030,119

EXHIBIT F
Financial Plan

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
 Weld County, Colorado

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**GENERAL OBLIGATION BONDS, SERIES 2023A**  
**SUBORDINATE BONDS, SERIES 2023B**  
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Bond Assumptions	Series 2023A	Series 2023B	Total
Closing Date	12/1/2023	12/1/2023	
First Call Date	12/1/2028	12/1/2028	
Final Maturity	12/1/2053	12/15/2053	
Sources of Funds			
Par Amount	11,375,000	1,333,000	12,708,000
Total	11,375,000	1,333,000	12,708,000
Uses of Funds			
Project Fund	\$8,169,938	\$1,293,010	\$9,462,948
Debt Service Reserve	0	0	0
Capitalized Interest	1,791,563	0	1,791,563
Surplus Deposit	929,000	0	929,000
Costs of Issuance	484,500	39,990	524,490
Total	11,375,000	1,333,000	12,708,000
Bond Features			
Projected Coverage at Mill Levy Cap	130x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Non-Rated	
Average Coupon	5.250%	8.250%	
Annual Trustee Fee	\$4,000	\$3,000	
Biennial Reassessment			
Residential	2.00%	2.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	7.15%		
<i>Current Assumption</i>	7.15%		
Debt Service Mills			
<i>Target Mill Levy</i>	40.000		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	1.50%		
Operations			
Operations Mill Levy	10.000		
Total Mill Levy	50.000		

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
Development Summary**

	Residential								Total Residential
	Multi-Family	Product 2	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
Statutory Actual Value (2023)	\$300,000	\$	\$	\$	\$	\$	\$	\$	
2023	-	-	-	-	-	-	-	-	-
2024	252	-	-	-	-	-	-	-	252
2025	252	-	-	-	-	-	-	-	252
2026	252	-	-	-	-	-	-	-	252
2027	252	-	-	-	-	-	-	-	252
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
Total Units	1,008	-	-	-	-	-	-	-	1,008
Total Statutory Actual Value	\$302,400,000	\$	\$	\$	\$	\$	\$	\$	\$302,400,000

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
Assessed Value Calculation

	Vacant Land		Residential (Multi-Family)				Total
	Cumulative Statutory Actual Value ¹	Assessed Value in Collection Year (2-year lag)	Total Residential Units	Biennial Reassessment	Cumulative Statutory Actual Value	Assessed Value in Collection Year (2-year lag)	Assessed Value in Collection Year (2-year lag)
		29.00%		2.00%		7.15%	
2021	43,828		0		0		
2022	40,966		0	0	0		
2023	7,600,966	12,710	0		0	0	12,710
2024	7,591,027	11,880	252	0	77,112,000	0	11,880
2025	7,580,889	2,204,280	252		155,766,240	0	2,204,280
2026	7,570,548	2,201,398	252	3,115,325	239,108,890	5,513,508	7,714,906
2027	0	2,198,458	252		320,940,761	11,137,286	13,335,744
2028	0	2,195,459	0	6,418,815	327,359,576	17,096,286	19,291,744
2029	0	0	0		327,359,576	22,947,264	22,947,264
2030	0	0	0	6,547,192	333,906,768	23,406,210	23,406,210
2031	0	0	0		333,906,768	23,406,210	23,406,210
2032	0	0	0	6,678,135	340,584,903	23,874,334	23,874,334
2033	0	0	0		340,584,903	23,874,334	23,874,334
2034	0	0	0	6,811,698	347,396,601	24,351,821	24,351,821
2035	0	0	0		347,396,601	24,351,821	24,351,821
2036	0	0	0	6,947,932	354,344,533	24,838,857	24,838,857
2037	0	0	0		354,344,533	24,838,857	24,838,857
2038	0	0	0	7,086,891	361,431,424	25,335,634	25,335,634
2039	0	0	0		361,431,424	25,335,634	25,335,634
2040	0	0	0	7,228,628	368,660,052	25,842,347	25,842,347
2041	0	0	0		368,660,052	25,842,347	25,842,347
2042	0	0	0	7,373,201	376,033,253	26,359,194	26,359,194
2043	0	0	0		376,033,253	26,359,194	26,359,194
2044	0	0	0	7,520,665	383,553,918	26,886,378	26,886,378
2045	0	0	0		383,553,918	26,886,378	26,886,378
2046	0	0	0	7,671,078	391,224,997	27,424,105	27,424,105
2047	0	0	0		391,224,997	27,424,105	27,424,105
2048	0	0	0	7,824,500	399,049,497	27,972,587	27,972,587
2049	0	0	0		399,049,497	27,972,587	27,972,587
2050	0	0	0	7,980,990	407,030,487	28,532,039	28,532,039
2051	0	0	0		407,030,487	28,532,039	28,532,039
2052	0	0	0	8,140,610	415,171,096	29,102,680	29,102,680
2053	0	0	0		415,171,096	29,102,680	29,102,680
Total			1,008	97,345,660			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
 2. Manual adjustment to actual value per assessor
 3. MFAR Assumes 6.80% in '23, 6.765% in '24, 6.80% in '25; back to 7.15% thereafter

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value	Debt Mill Levy	Debt Mill Levy	Specific Ownership	County Treasurer	Annual Trustee	Revenue Available
	in Collection Year (2-year lag)	40.000 Cap 40.000 Target	Collections 99.5%	Taxes 6.00%	Fee 1.50%	Fee \$7,000	for Debt Service
2021							
2022							
2023	12,710	0.000	0	0	0	0	0
2024	11,880	40.000	473	28	(7)	0	494
2025	2,204,280	40.000	87,730	5,264	(1,316)	(7,000)	84,678
2026	7,714,906	40.000	307,053	18,423	(4,606)	(7,000)	313,871
2027	13,335,744	40.000	530,763	31,846	(7,961)	(7,000)	547,647
2028	19,291,744	40.000	767,811	46,069	(11,517)	(7,000)	795,363
2029	22,947,264	40.000	913,301	54,798	(13,700)	(7,000)	947,400
2030	23,406,210	40.000	931,567	55,894	(13,974)	(7,000)	966,488
2031	23,406,210	40.000	931,567	55,894	(13,974)	(7,000)	966,488
2032	23,874,334	40.000	950,198	57,012	(14,253)	(7,000)	985,957
2033	23,874,334	40.000	950,198	57,012	(14,253)	(7,000)	985,957
2034	24,351,821	40.000	969,202	58,152	(14,538)	(7,000)	1,005,817
2035	24,351,821	40.000	969,202	58,152	(14,538)	(7,000)	1,005,817
2036	24,838,857	40.000	988,587	59,315	(14,829)	(7,000)	1,026,073
2037	24,838,857	40.000	988,587	59,315	(14,829)	(7,000)	1,026,073
2038	25,335,634	40.000	1,008,358	60,501	(15,125)	(7,000)	1,046,734
2039	25,335,634	40.000	1,008,358	60,501	(15,125)	(7,000)	1,046,734
2040	25,842,347	40.000	1,028,525	61,712	(15,428)	(7,000)	1,067,809
2041	25,842,347	40.000	1,028,525	61,712	(15,428)	(7,000)	1,067,809
2042	26,359,194	40.000	1,049,096	62,946	(15,736)	(7,000)	1,089,305
2043	26,359,194	40.000	1,049,096	62,946	(15,736)	(7,000)	1,089,305
2044	26,886,378	40.000	1,070,078	64,205	(16,051)	(7,000)	1,111,231
2045	26,886,378	40.000	1,070,078	64,205	(16,051)	(7,000)	1,111,231
2046	27,424,105	40.000	1,091,479	65,489	(16,372)	(7,000)	1,133,596
2047	27,424,105	40.000	1,091,479	65,489	(16,372)	(7,000)	1,133,596
2048	27,972,587	40.000	1,113,309	66,799	(16,700)	(7,000)	1,156,408
2049	27,972,587	40.000	1,113,309	66,799	(16,700)	(7,000)	1,156,408
2050	28,532,039	40.000	1,135,575	68,135	(17,034)	(7,000)	1,179,676
2051	28,532,039	40.000	1,135,575	68,135	(17,034)	(7,000)	1,179,676
2052	29,102,680	40.000	1,158,287	69,497	(17,374)	(7,000)	1,203,410
2053	29,102,680	40.000	1,158,287	69,497	(17,374)	(7,000)	1,203,410
Total			27,595,656	1,655,739	(413,935)	(203,000)	28,634,460

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Senior Surplus Fund			Ratio Analysis	
		Series 2023A		Annual Surplus	Cumulative Balance ¹ \$2,275,000 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/23	Par: \$11,375,000					
		Proj: \$8,169,938						
2021								
2022								
2023	0	0	0	0	929,000	0	0%	n/a
2024	494	0	0	494	929,494	0	95748%	n/a
2025	84,678	0	0	84,678	1,014,172	0	516%	n/a
2026	313,871	0	0	313,871	1,328,043	0	147%	n/a
2027	547,647	597,188		(49,541)	1,278,502	0	85%	92%
2028	795,363	612,188		183,175	1,461,678	0	59%	130%
2029	947,400	731,400		216,000	1,677,678	0	50%	130%
2030	966,488	744,313		222,175	1,899,853	0	48%	130%
2031	966,488	746,175		220,313	2,120,165	0	47%	130%
2032	985,957	757,513		228,445	2,275,000	73,610	46%	130%
2033	985,957	757,800		228,157	2,275,000	228,157	45%	130%
2034	1,005,817	777,563		228,254	2,275,000	228,254	43%	129%
2035	1,005,817	775,750		230,067	2,275,000	230,067	42%	130%
2036	1,026,073	788,413		237,660	2,275,000	237,660	41%	130%
2037	1,026,073	789,763		236,310	2,275,000	236,310	39%	130%
2038	1,046,734	805,325		241,409	2,275,000	241,409	38%	130%
2039	1,046,734	804,313		242,422	2,275,000	242,422	36%	130%
2040	1,067,809	822,513		245,297	2,275,000	245,297	34%	130%
2041	1,067,809	823,875		243,934	2,275,000	243,934	33%	130%
2042	1,089,305	839,188		250,118	2,275,000	250,118	31%	130%
2043	1,089,305	837,663		251,643	2,275,000	251,643	29%	130%
2044	1,111,231	855,088		256,144	2,275,000	256,144	27%	130%
2045	1,111,231	855,413		255,819	2,275,000	255,819	26%	130%
2046	1,133,596	874,425		259,171	2,275,000	259,171	23%	130%
2047	1,133,596	876,075		257,521	2,275,000	257,521	21%	129%
2048	1,156,408	891,150		265,258	2,275,000	265,258	19%	130%
2049	1,156,408	893,863		262,545	2,275,000	262,545	17%	129%
2050	1,179,676	909,738		269,939	2,275,000	269,939	14%	130%
2051	1,179,676	907,988		271,689	2,275,000	271,689	12%	130%
2052	1,203,410	929,400		274,010	2,275,000	274,010	9%	129%
2053	1,203,410	1,857,663		(654,253)	0	1,620,747	6%	65%
Total	28,634,460	22,861,738		5,772,723		6,701,723		

1. Assumes \$929,000 deposit at closing

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
Subordinate Debt Service

	Revenue	Payments					Net Debt Service	Surplus	
		Revenue Available for Subordinate Debt Service	Interest Payments 8.250%	Accrued Interest Balance	Principal Issued	Principal Payments	Principal Balance	Series 2023B	Released Revenue
								Dated: 12/1/23 Par: \$1,333,000 Proj: \$1,293,010	
2021									
2022									
2023	0	0	4,277	1,333,000	0	1,333,000	0	0	
2024	0	0	114,602		0	1,333,000	0	0	
2025	0	0	234,029		0	1,333,000	0	0	
2026	0	0	363,309		0	1,333,000	0	0	
2027	0	0	503,255		0	1,333,000	0	0	
2028	0	0	654,746		0	1,333,000	0	0	
2029	0	0	818,735		0	1,333,000	0	0	
2030	0	0	996,253		0	1,333,000	0	0	
2031	0	0	1,188,416		0	1,333,000	0	0	
2032	73,610	73,610	1,322,823		0	1,333,000	73,610	0	
2033	228,157	228,157	1,313,771		0	1,333,000	228,157	0	
2034	228,254	228,254	1,303,875		0	1,333,000	228,254	0	
2035	230,067	230,067	1,291,351		0	1,333,000	230,067	0	
2036	237,660	237,660	1,270,199		0	1,333,000	237,660	0	
2037	236,310	236,310	1,248,653		0	1,333,000	236,310	0	
2038	241,409	241,409	1,220,230		0	1,333,000	241,409	0	
2039	242,422	242,422	1,188,449		0	1,333,000	242,422	0	
2040	245,297	245,297	1,151,172		0	1,333,000	245,297	0	
2041	243,934	243,934	1,112,183		0	1,333,000	243,934	0	
2042	250,118	250,118	1,063,792		0	1,333,000	250,118	0	
2043	251,643	251,643	1,009,885		0	1,333,000	251,643	0	
2044	256,144	256,144	947,029		0	1,333,000	256,144	0	
2045	255,819	255,819	879,313		0	1,333,000	255,819	0	
2046	259,171	259,171	802,658		0	1,333,000	259,171	0	
2047	257,521	257,521	721,329		0	1,333,000	257,521	0	
2048	265,258	265,258	625,553		0	1,333,000	265,258	0	
2049	262,545	262,545	524,588		0	1,333,000	262,545	0	
2050	269,939	269,939	407,901		0	1,333,000	269,939	0	
2051	271,689	271,689	279,836		0	1,333,000	271,689	0	
2052	274,010	274,010	138,886		0	1,333,000	274,010	0	
2053	1,620,747	260,316	0		1,333,000	0	1,593,316	27,431	
Total	6,701,723	5,341,292		1,333,000	1,333,000		6,674,292	27,431	

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.000 Target	Ops Mill Levy Collections	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Operations	Total District Mills
2021							
2022							
2023	12,710	0.000	0	0	0	0	0.000
2024	11,880	10.000	118	7	(2)	123	50.000
2025	2,204,280	10.000	21,933	1,316	(349)	22,900	50.000
2026	7,714,906	10.000	76,763	4,606	(1,221)	80,149	50.000
2027	13,335,744	10.000	132,691	7,961	(2,110)	138,542	50.000
2028	19,291,744	10.000	191,953	11,517	(3,052)	200,418	50.000
2029	22,947,264	10.000	228,325	13,700	(3,630)	238,394	50.000
2030	23,406,210	10.000	232,892	13,974	(3,703)	243,162	50.000
2031	23,406,210	10.000	232,892	13,974	(3,703)	243,162	50.000
2032	23,874,334	10.000	237,550	14,253	(3,777)	248,026	50.000
2033	23,874,334	10.000	237,550	14,253	(3,777)	248,026	50.000
2034	24,351,821	10.000	242,301	14,538	(3,853)	252,986	50.000
2035	24,351,821	10.000	242,301	14,538	(3,853)	252,986	50.000
2036	24,838,857	10.000	247,147	14,829	(3,930)	258,046	50.000
2037	24,838,857	10.000	247,147	14,829	(3,930)	258,046	50.000
2038	25,335,634	10.000	252,090	15,125	(4,008)	263,207	50.000
2039	25,335,634	10.000	252,090	15,125	(4,008)	263,207	50.000
2040	25,842,347	10.000	257,131	15,428	(4,088)	268,471	50.000
2041	25,842,347	10.000	257,131	15,428	(4,088)	268,471	50.000
2042	26,359,194	10.000	262,274	15,736	(4,170)	273,840	50.000
2043	26,359,194	10.000	262,274	15,736	(4,170)	273,840	50.000
2044	26,886,378	10.000	267,519	16,051	(4,254)	279,317	50.000
2045	26,886,378	10.000	267,519	16,051	(4,254)	279,317	50.000
2046	27,424,105	10.000	272,870	16,372	(4,339)	284,903	50.000
2047	27,424,105	10.000	272,870	16,372	(4,339)	284,903	50.000
2048	27,972,587	10.000	278,327	16,700	(4,425)	290,601	50.000
2049	27,972,587	10.000	278,327	16,700	(4,425)	290,601	50.000
2050	28,532,039	10.000	283,894	17,034	(4,514)	296,414	50.000
2051	28,532,039	10.000	283,894	17,034	(4,514)	296,414	50.000
2052	29,102,680	10.000	289,572	17,374	(4,604)	302,342	50.000
2053	29,102,680	10.000	289,572	17,374	(4,604)	302,342	50.000
Total			6,898,914	413,935	(109,693)	7,203,156	

SOURCES AND USES OF FUNDS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
Combined Results**

**GENERAL OBLIGATION BONDS, SERIES 2023A
SUBORDINATE BONDS, SERIES 2023B**

Dated Date 12/01/2023
Delivery Date 12/01/2023

Sources:	SERIES 2023A	SERIES 2023B	Total
Bond Proceeds:			
Par Amount	11,375,000.00	1,333,000.00	12,708,000.00
	11,375,000.00	1,333,000.00	12,708,000.00
Uses:	SERIES 2023A	SERIES 2023B	Total
Project Fund Deposits:			
Project Fund	8,169,937.50	1,293,010.00	9,462,947.50
Other Fund Deposits:			
Capitalized Interest Fund	1,791,562.50		1,791,562.50
Cost of Issuance:			
Cost of Issuance (est.)*	257,000.00		257,000.00
Delivery Date Expenses:			
Underwriter's Discount	227,500.00	39,990.00	267,490.00
Other Uses of Funds:			
Deposit to Surplus	929,000.00		929,000.00
	11,375,000.00	1,333,000.00	12,708,000.00

[*] Includes \$7K prepaid Trustee fees.

SOURCES AND USES OF FUNDS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date                    12/01/2023  
Delivery Date                12/01/2023

**Sources:**

|                       |                      |
|-----------------------|----------------------|
| <b>Bond Proceeds:</b> |                      |
| Par Amount            | 11,375,000.00        |
|                       | <u>11,375,000.00</u> |

**Uses:**

|                                |                      |
|--------------------------------|----------------------|
| <b>Project Fund Deposits:</b>  |                      |
| Project Fund                   | 8,169,937.50         |
| <b>Other Fund Deposits:</b>    |                      |
| Capitalized Interest Fund      | 1,791,562.50         |
| <b>Cost of Issuance:</b>       |                      |
| Cost of Issuance (est.)*       | 257,000.00           |
| <b>Delivery Date Expenses:</b> |                      |
| Underwriter's Discount         | 227,500.00           |
| <b>Other Uses of Funds:</b>    |                      |
| Deposit to Surplus             | 929,000.00           |
|                                | <u>11,375,000.00</u> |

[\*] Includes \$7K prepaid Trustee fees.

**BOND SUMMARY STATISTICS**

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2023A  
40.000 (target) Mills  
Non-Rated, 130x, 2053 Final Maturity  
(Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date	12/01/2023
Delivery Date	12/01/2023
First Coupon	06/01/2024
Last Maturity	12/01/2053
Arbitrage Yield	5.250000%
True Interest Cost (TIC)	5.410798%
Net Interest Cost (NIC)	5.250000%
All-In TIC	5.598394%
Average Coupon	5.250000%
Average Life (years)	22.235
Weighted Average Maturity (years)	22.235
Duration of Issue (years)	12.842
Par Amount	11,375,000.00
Bond Proceeds	11,375,000.00
Total Interest	13,278,300.00
Net Interest	13,505,800.00
Bond Years from Dated Date	252,920,000.00
Bond Years from Delivery Date	252,920,000.00
Total Debt Service	24,653,300.00
Maximum Annual Debt Service	1,857,662.50
Average Annual Debt Service	821,776.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2053	11,375,000.00	100.000	5.250%	22.235	02/24/2046	17,176.25
	11,375,000.00			22.235		17,176.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,375,000.00	11,375,000.00	11,375,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-227,500.00	-227,500.00	
- Cost of Issuance Expense		-257,000.00	
- Other Amounts			
Target Value	11,147,500.00	10,890,500.00	11,375,000.00
Target Date	12/01/2023	12/01/2023	12/01/2023
Yield	5.410798%	5.598394%	5.250000%

CALL PROVISIONS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Call Table: CALL

Call Date	Call Price
12/01/2028	103.00
12/01/2029	102.00
12/01/2030	101.00
12/01/2031	100.00

BOND DEBT SERVICE

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Dated Date 12/01/2023
Delivery Date 12/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2024			298,593.75	298,593.75	
12/01/2024			298,593.75	298,593.75	597,187.50
06/01/2025			298,593.75	298,593.75	
12/01/2025			298,593.75	298,593.75	597,187.50
06/01/2026			298,593.75	298,593.75	
12/01/2026			298,593.75	298,593.75	597,187.50
06/01/2027			298,593.75	298,593.75	
12/01/2027			298,593.75	298,593.75	597,187.50
06/01/2028			298,593.75	298,593.75	
12/01/2028	15,000	5.250%	298,593.75	313,593.75	612,187.50
06/01/2029			298,200.00	298,200.00	
12/01/2029	135,000	5.250%	298,200.00	433,200.00	731,400.00
06/01/2030			294,656.25	294,656.25	
12/01/2030	155,000	5.250%	294,656.25	449,656.25	744,312.50
06/01/2031			290,587.50	290,587.50	
12/01/2031	165,000	5.250%	290,587.50	455,587.50	746,175.00
06/01/2032			286,256.25	286,256.25	
12/01/2032	185,000	5.250%	286,256.25	471,256.25	757,512.50
06/01/2033			281,400.00	281,400.00	
12/01/2033	195,000	5.250%	281,400.00	476,400.00	757,800.00
06/01/2034			276,281.25	276,281.25	
12/01/2034	225,000	5.250%	276,281.25	501,281.25	777,562.50
06/01/2035			270,375.00	270,375.00	
12/01/2035	235,000	5.250%	270,375.00	505,375.00	775,750.00
06/01/2036			264,206.25	264,206.25	
12/01/2036	260,000	5.250%	264,206.25	524,206.25	788,412.50
06/01/2037			257,381.25	257,381.25	
12/01/2037	275,000	5.250%	257,381.25	532,381.25	789,762.50
06/01/2038			250,162.50	250,162.50	
12/01/2038	305,000	5.250%	250,162.50	555,162.50	805,325.00
06/01/2039			242,156.25	242,156.25	
12/01/2039	320,000	5.250%	242,156.25	562,156.25	804,312.50
06/01/2040			233,756.25	233,756.25	
12/01/2040	355,000	5.250%	233,756.25	588,756.25	822,512.50
06/01/2041			224,437.50	224,437.50	
12/01/2041	375,000	5.250%	224,437.50	599,437.50	823,875.00
06/01/2042			214,593.75	214,593.75	
12/01/2042	410,000	5.250%	214,593.75	624,593.75	839,187.50
06/01/2043			203,831.25	203,831.25	
12/01/2043	430,000	5.250%	203,831.25	633,831.25	837,662.50
06/01/2044			192,543.75	192,543.75	
12/01/2044	470,000	5.250%	192,543.75	662,543.75	855,087.50
06/01/2045			180,206.25	180,206.25	
12/01/2045	495,000	5.250%	180,206.25	675,206.25	855,412.50
06/01/2046			167,212.50	167,212.50	
12/01/2046	540,000	5.250%	167,212.50	707,212.50	874,425.00
06/01/2047			153,037.50	153,037.50	
12/01/2047	570,000	5.250%	153,037.50	723,037.50	876,075.00
06/01/2048			138,075.00	138,075.00	
12/01/2048	615,000	5.250%	138,075.00	753,075.00	891,150.00
06/01/2049			121,931.25	121,931.25	
12/01/2049	650,000	5.250%	121,931.25	771,931.25	893,862.50
06/01/2050			104,868.75	104,868.75	
12/01/2050	700,000	5.250%	104,868.75	804,868.75	909,737.50
06/01/2051			86,493.75	86,493.75	
12/01/2051	735,000	5.250%	86,493.75	821,493.75	907,987.50
06/01/2052			67,200.00	67,200.00	
12/01/2052	795,000	5.250%	67,200.00	862,200.00	929,400.00
06/01/2053			46,331.25	46,331.25	
12/01/2053	1,765,000	5.250%	46,331.25	1,811,331.25	1,857,662.50
	11,375,000		13,278,300.00	24,653,300.00	24,653,300.00

NET DEBT SERVICE

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)
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| Period Ending | Principal  | Interest      | Total Debt Service | Capitalized Interest Fund | Net Debt Service |
|---------------|------------|---------------|--------------------|---------------------------|------------------|
| 12/01/2024    |            | 597,187.50    | 597,187.50         | 597,187.50                |                  |
| 12/01/2025    |            | 597,187.50    | 597,187.50         | 597,187.50                |                  |
| 12/01/2026    |            | 597,187.50    | 597,187.50         | 597,187.50                |                  |
| 12/01/2027    |            | 597,187.50    | 597,187.50         |                           | 597,187.50       |
| 12/01/2028    | 15,000     | 597,187.50    | 612,187.50         |                           | 612,187.50       |
| 12/01/2029    | 135,000    | 596,400.00    | 731,400.00         |                           | 731,400.00       |
| 12/01/2030    | 155,000    | 589,312.50    | 744,312.50         |                           | 744,312.50       |
| 12/01/2031    | 165,000    | 581,175.00    | 746,175.00         |                           | 746,175.00       |
| 12/01/2032    | 185,000    | 572,512.50    | 757,512.50         |                           | 757,512.50       |
| 12/01/2033    | 195,000    | 562,800.00    | 757,800.00         |                           | 757,800.00       |
| 12/01/2034    | 225,000    | 552,562.50    | 777,562.50         |                           | 777,562.50       |
| 12/01/2035    | 235,000    | 540,750.00    | 775,750.00         |                           | 775,750.00       |
| 12/01/2036    | 260,000    | 528,412.50    | 788,412.50         |                           | 788,412.50       |
| 12/01/2037    | 275,000    | 514,762.50    | 789,762.50         |                           | 789,762.50       |
| 12/01/2038    | 305,000    | 500,325.00    | 805,325.00         |                           | 805,325.00       |
| 12/01/2039    | 320,000    | 484,312.50    | 804,312.50         |                           | 804,312.50       |
| 12/01/2040    | 355,000    | 467,512.50    | 822,512.50         |                           | 822,512.50       |
| 12/01/2041    | 375,000    | 448,875.00    | 823,875.00         |                           | 823,875.00       |
| 12/01/2042    | 410,000    | 429,187.50    | 839,187.50         |                           | 839,187.50       |
| 12/01/2043    | 430,000    | 407,662.50    | 837,662.50         |                           | 837,662.50       |
| 12/01/2044    | 470,000    | 385,087.50    | 855,087.50         |                           | 855,087.50       |
| 12/01/2045    | 495,000    | 360,412.50    | 855,412.50         |                           | 855,412.50       |
| 12/01/2046    | 540,000    | 334,425.00    | 874,425.00         |                           | 874,425.00       |
| 12/01/2047    | 570,000    | 306,075.00    | 876,075.00         |                           | 876,075.00       |
| 12/01/2048    | 615,000    | 276,150.00    | 891,150.00         |                           | 891,150.00       |
| 12/01/2049    | 650,000    | 243,862.50    | 893,862.50         |                           | 893,862.50       |
| 12/01/2050    | 700,000    | 209,737.50    | 909,737.50         |                           | 909,737.50       |
| 12/01/2051    | 735,000    | 172,987.50    | 907,987.50         |                           | 907,987.50       |
| 12/01/2052    | 795,000    | 134,400.00    | 929,400.00         |                           | 929,400.00       |
| 12/01/2053    | 1,765,000  | 92,662.50     | 1,857,662.50       |                           | 1,857,662.50     |
|               | 11,375,000 | 13,278,300.00 | 24,653,300.00      | 1,791,562.50              | 22,861,737.50    |

## BOND SOLUTION

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1**  
**WELD COUNTY, COLORADO**  
**GENERAL OBLIGATION BONDS, SERIES 2023A**  
**40.000 (target) Mills**  
**Non-Rated, 130x, 2053 Final Maturity**  
**(Full Growth + 2.00% Bi-Reassessment Projections)**

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Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2024		597,188	-597,188		497	497	
12/01/2025		597,188	-597,188		85,146	85,146	
12/01/2026		597,188	-597,188		315,506	315,506	
12/01/2027		597,188		597,188	550,474	-46,713	92.18%
12/01/2028	15,000	612,188		612,188	799,453	187,265	130.59%
12/01/2029	135,000	731,400		731,400	952,264	220,864	130.20%
12/01/2030	155,000	744,313		744,313	971,450	227,137	130.52%
12/01/2031	165,000	746,175		746,175	971,450	225,275	130.19%
12/01/2032	185,000	757,513		757,513	991,019	233,506	130.83%
12/01/2033	195,000	757,800		757,800	991,019	233,219	130.78%
12/01/2034	225,000	777,563		777,563	1,010,979	233,417	130.02%
12/01/2035	235,000	775,750		775,750	1,010,979	235,229	130.32%
12/01/2036	260,000	788,413		788,413	1,031,339	242,926	130.81%
12/01/2037	275,000	789,763		789,763	1,031,339	241,576	130.59%
12/01/2038	305,000	805,325		805,325	1,052,106	246,781	130.64%
12/01/2039	320,000	804,313		804,313	1,052,106	247,793	130.81%
12/01/2040	355,000	822,513		822,513	1,073,288	250,775	130.49%
12/01/2041	375,000	823,875		823,875	1,073,288	249,413	130.27%
12/01/2042	410,000	839,188		839,188	1,094,893	255,706	130.47%
12/01/2043	430,000	837,663		837,663	1,094,893	257,231	130.71%
12/01/2044	470,000	855,088		855,088	1,116,931	261,844	130.62%
12/01/2045	495,000	855,413		855,413	1,116,931	261,519	130.57%
12/01/2046	540,000	874,425		874,425	1,139,410	264,985	130.30%
12/01/2047	570,000	876,075		876,075	1,139,410	263,335	130.06%
12/01/2048	615,000	891,150		891,150	1,162,338	271,188	130.43%
12/01/2049	650,000	893,863		893,863	1,162,338	268,476	130.04%
12/01/2050	700,000	909,738		909,738	1,185,725	275,987	130.34%
12/01/2051	735,000	907,988		907,988	1,185,725	277,737	130.59%
12/01/2052	795,000	929,400		929,400	1,209,579	280,179	130.15%
12/01/2053	1,765,000	1,857,663		1,857,663	1,209,579	-648,083	65.11%
	11,375,000	24,653,300	-1,791,563	22,861,738	28,781,452	5,919,715	

SOURCES AND USES OF FUNDS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2023B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Dated Date 12/01/2023
Delivery Date 12/01/2023

Sources:

<hr/>	
Bond Proceeds:	
Par Amount	1,333,000.00
<hr/>	
	1,333,000.00
<hr/> <hr/>	

Uses:

<hr/>	
Project Fund Deposits:	
Project Fund	1,293,010.00
<hr/>	
Delivery Date Expenses:	
Underwriter's Discount	39,990.00
<hr/>	
	1,333,000.00
<hr/> <hr/>	

BOND PRICING

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2023B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2053:	12/15/2053	1,333,000	8.250%	8.250%	100.000
		1,333,000			

Dated Date	12/01/2023		
Delivery Date	12/01/2023		
First Coupon	12/15/2023		
Par Amount	1,333,000.00		
Original Issue Discount			
Production	1,333,000.00	100.000000%	
Underwriter's Discount	-39,990.00	-3.000000%	
Purchase Price	1,293,010.00	97.000000%	
Accrued Interest			
Net Proceeds	1,293,010.00		

CALL PROVISIONS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 1
WELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2023B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Call Table: CALL

Call Date	Call Price
12/01/2028	103.00
12/01/2029	102.00
12/01/2030	101.00
12/01/2031	100.00



Memorandum

File No. 5501871

TO: Town of Johnstown

FROM: David S. O’Leary, Esq.

RE: Summary for the Proposed First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 1 (Multi-Family)

DATE: November 27, 2023

The proposed First Amendment to the Amended and Restated Service Plan for the Ledge Rock Center Residential Metropolitan District No. 1 (the “District”) encompasses the land generally located south of Highway 60/County Road 48 and east of Interstate I-25. The proposed service area includes approximately 50.251 acres of residential land in its proposed boundaries and is anticipated to include the multi-family portion of the Ledge Rock Center project upon final development.

The improvements needed for the Ledge Rock Center Project include on-site and off-site public improvements which include, among other potential improvements: (i) improvements to State Highway 60, as required by the Town and CDOT; (ii) improvements to High Plains Boulevard; (iii) improvements to the Home Supply Ditch, as required by and in coordination with the Town and Consolidated Home Supply Reservoir and Ditch Company; and (iv) undergrounding electric utilities adjacent to the Town Parcel and High Plains Boulevard as required by the Town and the electric utility provider.

The reason for the request for an amendment are the following:

- Two-year delay in projected construction but three-year reduction in time for development of the multi-family project.
- Updated capital costs, changes in construction costs and installation and development needs for the public improvements for the project.
- Amenities are being provided as well as additional infrastructure required for the Home Supply ditch relocation and additional highway, water and sewer onsite and offsite improvements and roadway expenses are included with increases in capital costs from the time of the drafting of the original service plan in September of 2021 and the Amended and Restated versions in June of 2022 which the developer would request the ability to recover costs based upon the capacity of the Districts run at the current town model Service Plan levels (40 mills for debt and 10 mills for operations and maintenance as is feasible).
- Construction of the improvements have been expedited to both develop and attract end users, commercial retail and builders and businesses to the Ledge Rock Center development have resulted in a renewed and updated request for the Town to consider a debt limit increase for the Residential Metropolitan District No. 1 (multi-family units) and the Residential Metropolitan District No. 2 (single-family units) service plans.

The developer and consultants are currently compiling and coordinating finalization of current construction costs and expenses but have estimated to be in excess of \$40 million in improvements to date, with



additional improvements needed to complete both Districts according to contracts and agreements with end users for the first phases of development.

I. Amended Service Plan Points for Ledge Rock Center Residential Metro District No. 1.

- 50.251 total acres of service area within the boundaries are anticipated. All acres of property in the proposed boundaries are annexed to and within the Town of Johnstown.
- Anticipated multi-family residential development was originally projected to begin in 2022 for a total of 1,218,000 square feet of multi-family property, comprising of 1,008 units absorbing at a rate of approximately 252 multi-family units per year with pricing inflated as the development occurs. The modeling has now been modified and the first 252 units are anticipated to be completed in 2024 with approximately 252 for each year thereafter.
- Assuming development occurs as projected the residential assessed valuation at full buildout for collection year 2029 is expected to be \$23,406,210 for Ledge Rock Residential Metropolitan District No. 1. Construction was delayed nearly two years from the original modeling in 2021 but should finish one year earlier than original modeling provided.
- The estimated cost of the public improvements needed for the multi-family residential property portion of the Ledge Rock Center project was estimated to be \$21,030,119 for onsite and offsite public improvements and could exceed that amount in the future should additional costs of construction or installation be incurred upon completion. Current estimates in the capital plan provided anticipate \$21,030,119 in capital costs for the multi-family property alone and could be significantly more to finish.
- The original proposed financing plan provided by Piper Sandler for 10 mills for debt and 5 mills for operations purposes. The Service Plan provides for 40 mills for debt and 10 mills for operations pursuant to the Town model service plans. The Developer has requested an updated model from DA Davidson and Company and now projects and requests the capacity be run at the town limits for residential development in order to potentially cover the additional capital costs and expenses. New modeling will be updated to provide for 40 mills for debt and 10 mills for O&M resulting in an increase from approximately \$3.0 million in par value 2023 A and 2023 B bonds to approximately \$12.7 million with net proceeds of \$9.46 million. The additional capacity of the District with the mill levies run at the model service plan limits will provide additional capacity for public improvements and amenities that multifamily development and market is projected to require. Any additional improvements or amenities will be submitted and approved through approved development plans and documents and require town approval.
- Requested Debt Authorization of \$15,250,000 million will allow for approximately 120% coverage (based upon the financing plan run at \$12,708,000 in capacity with revenue from the proposed ad valorem mill levies and operations and maintenance costs taken into consideration, the additional coverage would allow for contingencies and financing variations based upon changes to construction costs, development build out and absorption of the project. The net proceeds of the initial estimated bond issuances would be approximately \$9,462,948 for the multi-family portion of the Ledge Rock Center Project.
- There are no current residents within the District and no debt or bonds have been issued.



- Mill levies, interest rate limitations and underwriting discounts will be consistent with the present Town imposed limitations with other service plans approved by the Town.
- No other changes to the service plan other than capital improvements or financing plans would be requested and no reduction in services are anticipated. Public improvement costs not financed through the District would be funded through developer advances, private contributions or other financing contributions.

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-59**

**RESOLUTION APPROVING THE FIRST AMENDMENT
TO THE AMENDED AND RESTATED SERVICE PLAN FOR
LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 1**

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 of the Town (“Town Council”) is vested with authority to administer the affairs of the Town; and

WHEREAS, on September 8, 2021, the Town Council approved a Service Plan for the Ledge Rock Center Residential Metropolitan District No. 1 (“District”), and the District was thereafter organized by Order and Decree of the District Court of Weld County; and

WHEREAS, on June 6, 2022, the Town Council approved an Amended and Restated Service Plan for the District (collectively with the Service Plan, the “Service Plan”); and

WHEREAS, due to changes in projected construction, increases in capital costs and added public improvements within the District, the District seeks to increase the debt authority set forth in the Service Plan; and

WHEREAS, to accomplish the foregoing, the Board of Directors of the District submitted and requests approval of a First Amendment to the Amended and Restated Service Plan for the District (“First Amendment”), a copy of which is attached hereto and incorporated herein by reference in Exhibit A; and

WHEREAS, pursuant to Title 32, Article 1, Part 2, C.R.S., on December 4, 2023, the Town Council, following due notice, held a public hearing on the proposed First Amendment; and

WHEREAS, the Town Council considered the First Amendment and all other testimony and evidence presented at the hearing; and

WHEREAS, based upon the testimony and evidence presented at the hearing, the Town Council finds the First Amendment should be approved, subject to the conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

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

1. ***Satisfaction of Statutory Requirements as to Filing and Notice.*** The Town Council does hereby determine, based on representations made by the District, that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the proposed First Amendment have been fulfilled and the notice of the hearing was given in the time and manner as provided in Section 32-1-204, C.R.S.

2. **Jurisdiction.** The Town Council has jurisdiction over the subject matter of the proposed First Amendment pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. **First Amendment to the Amended and Restated Service Plan Approved; Conditions and Limitations.** The Town Council hereby approves the First Amendment to the Amended and Restated Service Plan for the Ledge Rock Center Residential Metropolitan District No. 1, attached as Exhibit A. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town’s approval of the First Amendment shall not relieve a developer or any other owner of property in the District of any requirement, under the annexation agreement pertaining to the property within the District’s boundaries or otherwise, to provide financial guarantees for construction of, and dedicate to the Town, the required public improvements.
- (b) Material modifications to the Service Plan or the First Amendment shall require an amendment thereto, which must be approved by the Town Council.
- (c) At its first meeting after the effective date of this Resolution, the Board of Directors of the District shall execute the First Amendment to the Intergovernmental Agreement with the Town (“First Amendment to the IGA”).
- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish, or otherwise affect any of the requirements, limitations, or other provisions of the Service Plan, the First Amendment or the First Amendment to the IGA.
- (e) The First Amendment shall be revised if required pursuant to additional conditions of approval set forth by Town Council at the December 4, 2023, public hearing. If so directed, the Town Attorney shall modify the First Amendment and provide the finalized version of the First Amendment to the Town Clerk for filing with the records of the Town and the District.

4. **Execution of the First Amendment to the Town IGA.** The First Amendment to the IGA set forth as Exhibit D to the First Amendment to the Amended and Restated Service Plan is hereby approved. The Mayor and the Town Clerk and hereby authorized to execute the First Amendment to the IGA on behalf of the Town provided the same has first been executed by the District.

5. **Filing of Resolution.** A certified copy of this Resolution shall be filed in the records of the Town and provided to the District.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

LEADERS IN
INFRASTRUCTURE
FINANCE

Item #13.

D.A. DAVIDSON & CO.
SPECIAL DISTRICT GROUP



LEDGE ROCK CENTER RESIDENTIAL
METROPOLITAN DISTRICT
SUMMARY OF THE PROPOSED FIRST AMENDMENT TO THE
AMENDED AND RESTATED SERVICE PLAN

Kyle Thomas

Managing Director, Special District Group
+1 303 764-6041
kbthomas@dadco.com



Proposed First Amendment to the Amended and Restated Service Plan Ledge Rock Center Residential Metropolitan District No. 1 and No. 2

Overview of Proposed Amendment

- The proposed First Amendment to the Amended and Restated Service Plan for the Ledge Rock Center Residential Metropolitan District No. 1 (the “District”) encompasses the land generally located south of Highway 60/County Road 48 and east of Interstate I-25. The proposed service area includes approximately 50.251 acres of residential land in its proposed boundaries and is anticipated to be include the multi-family portion of the Ledge Rock Center project upon final development.
- The proposed Ledge Rock Center Residential Metropolitan District No. 2 (the “District”) encompasses the land generally located south of Highway 60/County Road 48 and east of Interstate I-25. The proposed service area includes approximately 61.554 acres of residential land in its proposed boundaries and is anticipated to be include the single-family portion of the Ledge Rock Center project upon final development.

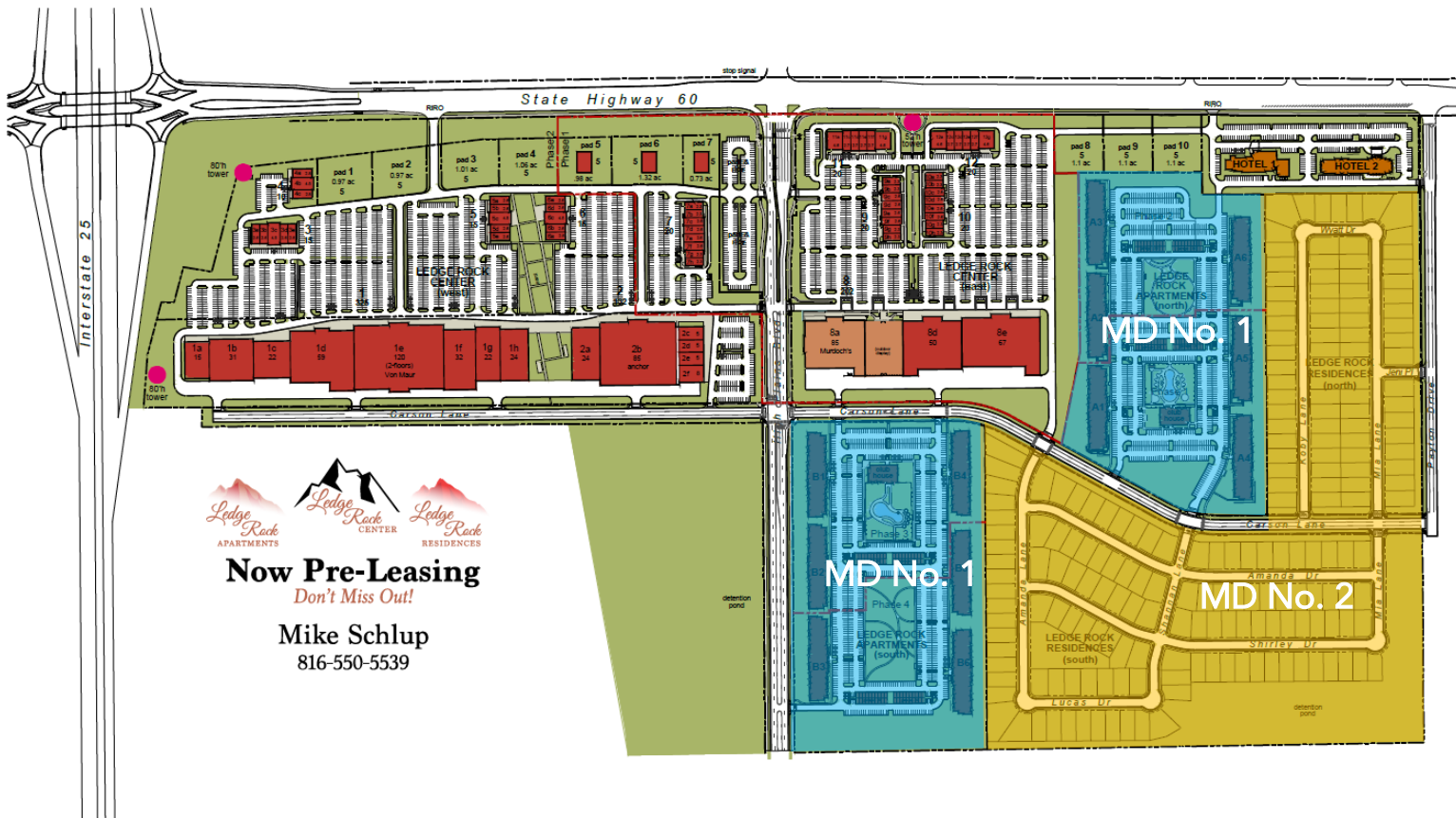
The reason for the request for an amendment are the following:

- Two-year delay in projected construction but three-year reduction in time for development of the multi-family project and national builder is currently under contract and completing due diligence for the single-family development.
- Updated capital costs, changes in construction costs and installation and development needs for the public improvements for the project.
- Amenities are being provided as well as additional infrastructure required for the Home Supply ditch relocation and additional highway, water and sewer onsite and offsite improvements and roadway expenses are included with increases in capital costs from the time of the drafting of the original service plan in September of 2021 and the Amended and Restated versions in June of 2022 which the developer would request the ability to recover costs based upon the capacity of the Districts run at the current town model Service Plan levels (40 mills for debt and 10 mills for operations and maintenance as is feasible).
- Construction of the improvements have been expedited to both develop and attract end users, builders and businesses to the Ledge Rock Center development have resulted in a renewed and updated request for the Town to consider a debt limit increase for the Residential Metropolitan District No. 1 (multi-family units) and the Residential Metropolitan District No. 2 (single-family units) service plans.



Site Plan

Ledge Rock Center Residential Metropolitan District No. 1 and No. 2



Now Pre-Leasing
Don't Miss Out!

Mike Schlup
816-550-5539

I COMMERCIAL DISTRICT	127.7 acres
A EAST RETAIL (phase 1):	
outlots (3)	15 k
main retail (1)	202 k
pad retail (5)	100 k
total	317 k
	42.5 acres
Future Inclusion Area 2:	
Park & Ride facility	2.5 acres
Future Inclusion Area 3:	
2 hotels (219 units)	35 k
outlots (3)	15 k
	11.3 acres
B WEST RETAIL (phase 2):	
Future Inclusion Area 1:	
outlots (4)	20 k
pad retail (4)	55 k
main retail (2)	457 k
total sf	532 k
	72.6 acres
II MULTIFAMILY DISTRICT	50.8 acres
A NORTH APARTMENTS:	
# buildings	6
units/bldg	84
total units	504
apt bldg (25k/floor)	100 k
apt bldg total (x6)	600 k
clubhs sf	20 k
self-stor bldg (13k)	39 k
total	659 k
	25.3 acres
B SOUTH APARTMENTS:	
# buildings	6
units/bldg	84
total units	504
apt bldg (25k/floor)	100 k
apt bldg total (x6)	600 k
clubhs sf	20 k
self-stor bldg (13k)	39 k
total	659 k
	25.5 acres
III SINGLE FAMILY DISTRICT	61.3 acres
A NORTH SINGLE FAMILY:	
# lots/homes	77
units / acre	4.4
	17.8 acres
B SOUTH SINGLE FAMILY:	
# lots/homes	119
units / acre	2.9
	40.2 acres
IV TOTAL DEVELOPMENT	241.1 acres

Overall Site Plan
May 19, 2022



Ledge Rock Center

SEC of State Hwy 60 & I-25, Johnstown, Colorado

Carson Developm... Inc



Current Development Program

Ledge Rock Center Residential Metropolitan District No. 1 and No. 2

Ledge Rock Center Residential MDs - Development Projection			
Statutory Actual Value ('23)	Multi-Family (MD No. 1)	Single Family (MD No. 2)	Total Residential
	\$300,000	\$480,000	
2024	252	65	317
2025	252	65	317
2026	252	66	318
2027	252	0	252
Total Units	1,008	196	1,204
Total Value	\$302.4M	\$94.1M	\$396.5M



Summary of Changes

Ledge Rock Center Residential Metropolitan District No. 1 and No. 2

	Ledge Rock Center Residential MD No. 1			Ledge Rock Center Residential MD No. 2		
	Existing Service Plan	Proposed Amended Service Plan	CHANGE	Existing Service Plan	Proposed Amended Service Plan	CHANGE
Development Program	1,008 units (apartments)	1,008 units (apartments)	No Change	196 units (single-family)	196 units (single-family)	No Change
Development Timing	2022-2027	2024-2027	2-year start delay; No completion delay	2022-2025	2024-2026	2-year start delay; 1-year completion delay
Debt Service Mill Levy Cap	40.000 mills	40.000 mills	No Change	40.000 mills	40.000 mills	No Change
Financing Plan Assumption	10.000 mills	40.000 mills	Increase of 30.000 mills	40.000 mills	40.000 mills	No Change
O&M Mill Levy Cap	10.000 mills	10.000 mills	No Change	10.000 mills	10.000 mills	No Change
Total Mill Levy Cap	50.000 mills	50.000 mills	No Change	50.000 mills	50.000 mills	No Change
Total Eligible Improvements	\$21,030,119	\$21,030,119	No Change	\$14,657,820	\$14,657,820	No Change
Debt Limit	\$3,714,000	\$15,250,000	Increase of \$11,536,000	\$4,320,000	\$4,967,000	Increase of \$647,000
Imposition Term	40 years from initial imposition	40 years from initial imposition	No Change	40 years from initial imposition	40 years from initial imposition	No Change

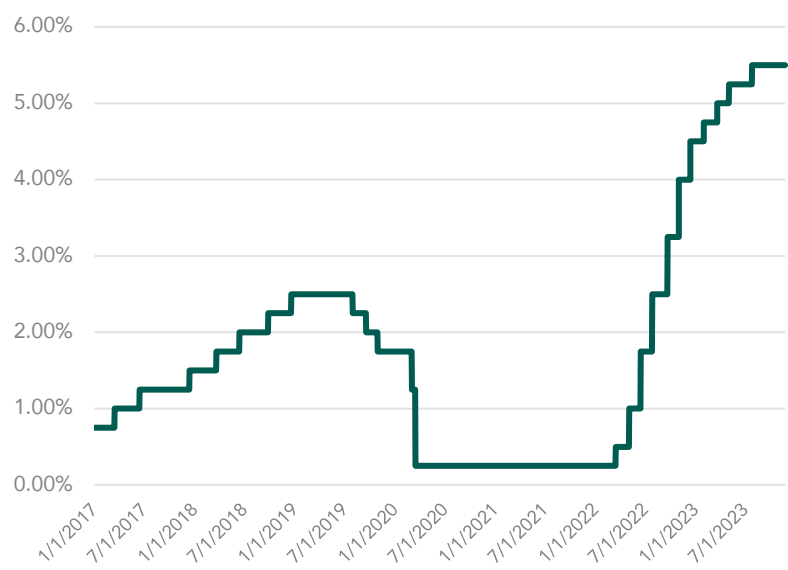
Municipal Market Update

As of November 24, 2023

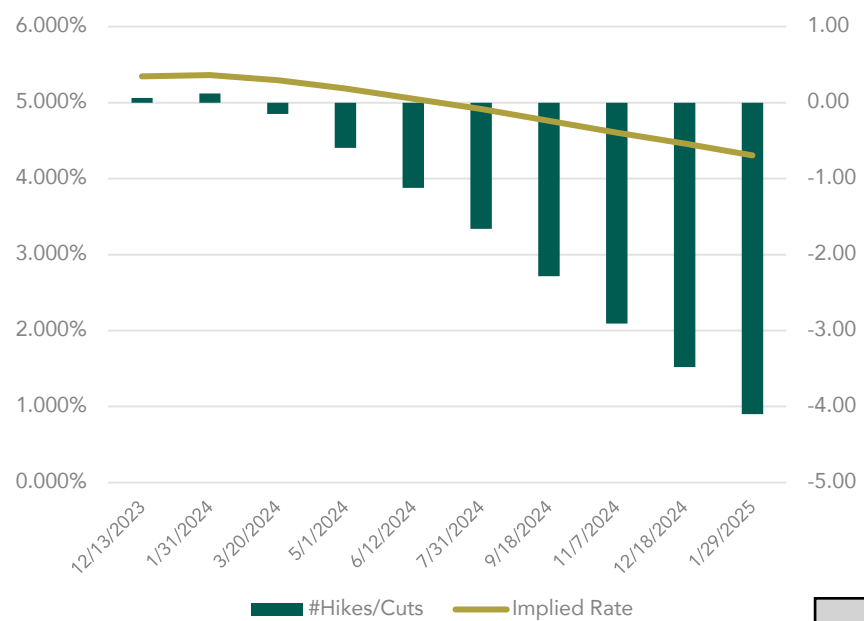
Federal Reserve Action

- At the November Federal Open Market Committee (FOMC) meeting, the Fed held rates steady at 5.25% - 5.50% while indicating it still expects one more hike before the end of the year and few cuts than previously indicated next year.
- As of Friday, November 24th, market futures anticipate rate cuts as early as March 2024.
- The next FOMC rate decision is expected December 13th.

Federal Funds Rate (Jan. 2017 – Present)



Implied Overnight Rate & Number of Rate Hikes (as of 11/24/2023)



Sources: TM3, Bloomberg, Lipper, U.S. Federal Reserve, and the BondBuyer

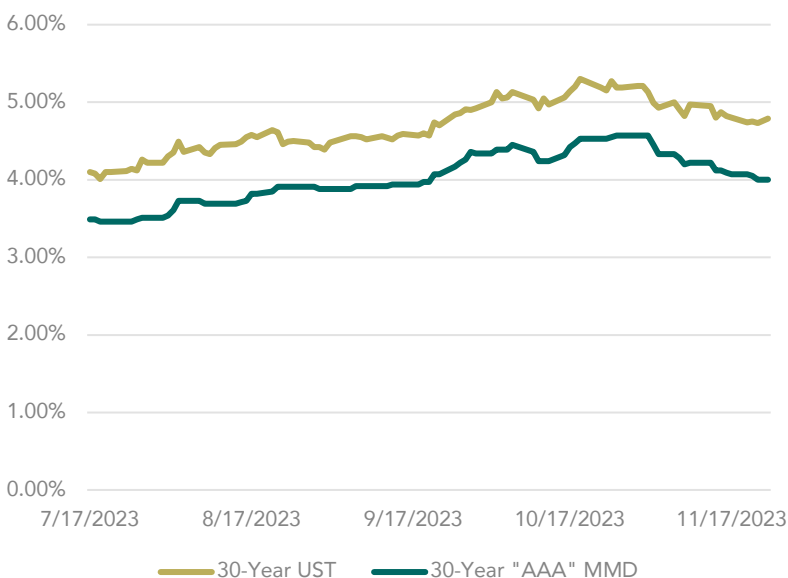
Municipal Market Update

As of November 24, 2023

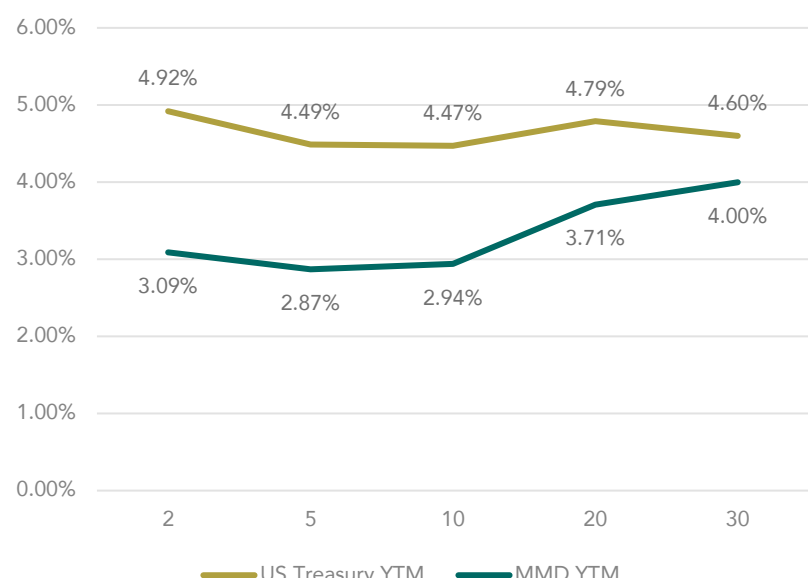
Key Market Insights

- Existing home sales saw their slowest pace since 2010 with a 4.1% month-over-month decrease in October to a seasonally adjusted annual rate of 3.79 million from 3.95 million in September. Sales of existing homes continue to be impacted by higher mortgage rates, increased selling prices, and limited inventory.
- The November reading for the University of Michigan Consumer Sentiment Index came in at 61.3, marking the fourth straight month of decline in consumer sentiment. A key takeaway is the rise in inflation expectations, which may prompt the Fed to consider further monetary tightening.
- The weekly MBA Mortgage Index rose 3.0% to follow last week's 2.8% increase. The Purchase Index was up 3.9% while the Refinance Index was up 1.6%.
- Initial jobless claims for the week ending November 18th decreased by 24,000 to 209,000 while continuing jobless claims for the week ending November 11th decreased by 22,000 to 1.840 million.

30-Year MMD, Treasury Yields (Last 90 Days)



"AAA" MMD vs. US Treasury Yield Curves 11/24/2023



Rate History

30-Year UST & 30-Year "AAA" MMD Yields (2013-2023)
As of November 24, 2023





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** December 4, 2023
- SUBJECT:** **Public Hearing** – Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2
- ACTION PROPOSED:** Consider Resolution No. 2023-60
- ATTACHMENTS:**
1. Proposed First Amendment to Amended and Restated Service Plan
 2. Cover Letter from Attorney for the District
 3. Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2
- PRESENTED BY:** Town Attorney, Avi Rocklin, and Special Counsel, MaryAnn McGeady of McGeady Becher P.C.
-

AGENDA ITEM DESCRIPTION: On September 8, 2021, the Town Council approved a Service Plan for the Ledge Rock Center Residential Metropolitan District No. 2 (“District”), and the District was thereafter organized by Order and Decree of the District Court of Weld County. On June 6, 2022, the Town Council approved an Amended and Restated Service Plan for the District (collectively with the Service Plan, the “Service Plan”). The District encompasses the land generally located south of Highway 60/County Road 48 and east of Interstate I-25 and includes approximately 61.554 acres of residential land that includes the single family portion of the Ledge Rock Center development.

Due to changes in projected construction, increases in capital costs and added public improvements within the District, the District seeks to increase the debt authority set forth in the Service Plan. To accomplish the foregoing, the Board of Directors of the District submitted and requests approval of a First Amendment to the Amended and Restated Service Plan for the District (“First Amendment”), pursuant to the requirements of the Special District Control Act, Title 32, Article 1, Part 2, C.R.S.

The District’s capital expenditures are estimated to be \$14,657,820. The Service Plan provides that the District may not issue debt in excess of \$4,320,000. Based on an updated financing plan, providing 40 mills for debt and 10 mills for operations and maintenance, the maximum mill levies in the Service

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Plan, the District seeks to increase its debt authorization to \$4,967,000. The District anticipates issuing bonds and obtaining net proceeds in the amount of \$2,931,618 for the public improvements.

As provided in the Service Plan, the maximum mill levies are subject to an assessment ratio adjustment.

LEGAL ADVICE:

The Town Attorney prepared the proposed Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2.

FINANCIAL ADVICE:

The Town’s Special Counsel reviewed the Financial Plan prepared by D.A. Davidson & Company.

RECOMMENDED ACTION: Approve Resolution No. 2023-60.


SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2023-60, a Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2.

For Approval with Conditions: I move to approve Resolution No. 2023-60, a Resolution Approving the First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2, with the following modifications _____, and direct the Town Attorney to revise the First Amendment to the Amended and Restated Service Plan accordingly.

For Denial: I move to deny approval of Resolution No. 2023-60.

Reviewed and Approved for Presentation,



Town Manager

**FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE PLAN
FOR
LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 2

TOWN OF JOHNSTOWN, COLORADO**

Prepared by:
SPENCER FANE LLP
1700 Lincoln Street
Suite 2000
Denver, CO 80203

Submitted: October 23, 2023

Revised and resubmitted: November 17, 2023

I. INTRODUCTION

The District is a quasi-municipal corporation and political subdivision of the State of Colorado. On June 6, 2022, the Town Council of the Town of Johnstown (the “Town”) approved the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2 (the “Service Plan”) by Resolution No. 2022-24 according to the requirements of the Town and the Special District Act.

This First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2 (the “First Amendment”) for Ledge Rock Center Residential Metropolitan District No. 2 (the “District”) is proposed to:

- A. Replace Exhibits E and F to the Service Plan to provide updates on the debt capacity and financial feasibility of an increased Maximum Debt Authorization, considering the Developer entered into a contract with a national builder for the building of single-family homes within the District, the increased price points for those units, higher development costs, and changes in absorption projections for the District.
- B. Update the Maximum Debt Authorization due to these changed circumstances.
- C. Make the required updates to the IGA with the Town to reflect these changes.

II. PURPOSE OF FIRST AMENDMENT

The purpose of the First Amendment is to provide the District greater financial flexibility considering changed financial circumstances within the District. These updates are necessary to reflect the increased financial capacity of the District due to increased development costs, greater pricing points, and changes in absorption projections within the District.

The Service Plan set the District’s Maximum Debt Authorization at \$4,320,000, which was necessary to net approximately \$2,282,090 in proceeds from available District revenues for Public Improvements serving the District. This allowed for approximately 120% coverage of the estimated financial plan and pro-forma projections to provide an additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies.

Since the Town approved the Service Plan, there has been a two-year delay in projected construction, but there is a national builder currently under contract to build single-family homes within the District. This is anticipated to accelerate the absorption of the residents within the District. There have also been increases in capital costs and development needs for Public Improvements for the District. These changes are reflected in the updated Exhibit F, which shows a total of \$4,139,000 in available debt capacity within the District. In light of this increased capacity, this First Amendment updates the Maximum Debt Authorization to \$4,967,000, which continues the approximately 120% coverage of the District’s debt capacity to provide additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies.

The First Amendment also modifies the District’s Capital Plan with an updated Exhibit E to show the increased costs of the District’s Public Improvements. This updated Capital Plan shows the change of circumstances of the District’s development as the Developer is now delivering permit-ready lots rather than just infrastructure to pad sites, as a result, out-of-pocket costs to the Developer have increased significantly and require installation of all public improvements by the Developer rather than the builder for core backbone onsite and offsite public improvements. There are also increased Public Improvement costs reflected in the Capital Plan.

Lastly, the First Amendment modifies the District’s IGA with the Town to reflect the changes to the Maximum Debt Authorization and the Capital and Financing Plans.

III. AMENDMENTS

A. Changes to “Powers of the District and Service Plan Amendment”

Paragraph 13 of Section V, Part A of the Service Plan shall be deleted in its entirety and replaced with the following:

“13. Maximum Debt Authorization. The District shall not issue Debt above Four Million, Nine Hundred Sixty-Seven Thousand Dollars (\$4,967,000). Refunded Debt, wherein the initial Debt issuance counted toward the Maximum Debt Authorization shall not count against the Maximum Debt Authorization set forth herein.”

The second to last sentence of the first paragraph of Section V, Part C of the Service Plan shall be amended to read as follows:

“As shown in the Capital Plan, the estimated costs of the Public Improvements for the District boundaries (of approximately 61.544 acres) are approximately Fourteen Million, Six Hundred Fifty-Seven Thousand, Eight Hundred Twenty Dollars (\$14,657,820).”

B. Changes to “Financial Plan”

The second paragraph of Section VI, Part A of the Service Plan shall be deleted in its entirety and replaced with the following:

“That total Debt that the District shall be permitted to issue shall not exceed the Maximum Debt Authorization of \$4,967,000, which is estimated to be the amount necessary to net approximately \$2,931,618 in proceeds from available District revenue for Public Improvements serving the District, as well as traditional transactional and financing costs. Debt of the District shall be permitted to be issued on a schedule and in such year or years as the District determines to meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. This Maximum Debt Authorization of \$4,967,000 allows for approximately 120% coverage of the estimated financial plan and pro-forma projections to provide an additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies.”

C. Changes to Exhibits

The Intergovernmental Agreement between the District and Johnstown attached as Exhibit D to the Service Plan shall be amended with the First Amendment to the Amended and Restated Intergovernmental Agreement between the Town of Johnstown, Colorado and Ledge Rock Residential Metropolitan District No. 2 attached hereto as **Exhibit D**.

The Capital Plan attached as Exhibit E to the Service Plan shall be replaced in its entirety with the Capital Plan attached hereto as **Exhibit E**.

The Financial Plan attached as Exhibit F to the Service Plan shall be replaced in its entirety with the Financial Plan attached hereto as **Exhibit F**.

IV. EFFECT OF FIRST AMENDMENT

The Service Plan is hereby modified, and only modified, as specifically set forth in this First Amendment.

V. RESOLUTION OF APPROVAL

The District incorporates the Town Council’s Resolution approving this First Amendment, including any conditions of approval.

VI. CONCLUSION

This First Amendment demonstrates that:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate without the District for present and projected needs;
- c. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. The facility and service standards of the District are compatible with the facility and service standards of Weld County and Town of Johnstown, which are interested parties hereunder. § 32-1-204(1), C.R.S.;
- f. The First Amendment will be in the best interests of the area to be served.

VII. CERTIFICATION

It is hereby respectfully requested that the Town Council of the Town of Johnstown, Colorado, which has jurisdiction to approve this First Amendment to the Amended and Restated Service Plan by virtue of Section 32-1-204.5 and Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2 as submitted. The undersigned will cause notice of the Town's hearing on the proposed First Amendment to be duly given as required by the Town Code and statutory requirements and will or has caused all other required filings to be made and all other applicable procedural requirements to be met.

**LEDGE ROCK CENTER RESIDENTIAL
METROPOLITAN DISTRICT NO. 2**

By: /s/ David S. O’Leary
Spencer Fane LLP
Counsel to Ledge Rock Center Residential
Metropolitan District No. 2

EXHIBIT D

Intergovernmental Agreement between the District and Johnstown

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 2**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is made and entered into to be effective as of the ___ day of _____, 2023 by and between the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado (“Town”), and LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on September 8, 2021 by Resolution 2021-30, as amended by the Town by the Amended and Restated Service Plan approved by the Town on June 6, 2022, and the First Amendment to the Amended and Restated Service Plan approved by the Town on December 4, 2023 (collectively, the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have previously entered into intergovernmental agreements, most recently the Amended and Restated Intergovernmental Agreement Between the Town of Johnstown, Colorado and Ledge Rock Center Residential Metropolitan District No. 2, dated effective June 20, 2023 (the “IGA”); and

WHEREAS, in light of the approval of the First Amendment to the Amended and Restated Service Plan, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amendment (“Amendment”), amending the IGA.

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

COVENANTS AND AGREEMENTS

1. Maximum Debt Authorization. Paragraph 13 of the IGA shall be deleted in its entirety and replaced with the following language:

The District shall not issue Debt in excess of Four Million, Nine Hundred Sixty-Sevent Thousand Dollars (\$4,967,000). Refunded Debt, wherein the initial Debt

issuance counted toward the Maximum Debt Authorization shall not count against the Maximum Debt Authorization set forth herein.

2. The IGA is hereby modified, and only modified, as specifically set forth in this First Amendment.

[Remainder of Page Intentionally Left Blank. Signature Page(s) Follow.]

LEDGE ROCK CENTER RESIDENTIAL
METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

EXHIBIT E

Capital Plan



November 17, 2023

Town of Johnstown
Board of Trustees
450 Parish Avenue
Johnstown, Colorado 80534

Subject: Estimate of Preliminary District Expenditures for
Ledge Rock Center, Johnstown, Colorado 80534

To Whom It May Concern:

The letter serves to document that Point Consulting, LLC. prepared an Estimate of Preliminary District Expenditures for the Ledge Rock Center, dated November 17, 2023.

The estimate was based on a conceptual engineering plan for the subject proposed mixed-use development, and unit costs were based on comparable projects with similar levels of detail and preparation within the same geographic area during a similar time period.

It is our professional opinion that the construction costs presented in the estimate are reasonable and have been based on the best available information.

Should you have any questions related to this estimate, we can be reached at 720-258-6836, Ext. 1011.

Sincerely,
Point Consulting, LLC

A handwritten signature in blue ink, appearing to read "Jim Shipton". The signature is stylized and fluid.

Jim Shipton,
Partner

SUMMARY ESTIMATE OF PRELIMINARY PROJECT COSTS DISTRICT EXPENDITURES

November 17, 2023

PUBLIC IMPROVEMENT COSTS FOR
Ledge Rock Center - Multi-Family District
COMBINED AREA - 50 ACRES

Public Improvements	Quantity	Unit	Unit Cost	Total Cost
1 Grading/Miscellaneous				
Mobilization/General Conditions	2,182,356	SF	\$ 0.05	\$ 109,118
Clearing Grubbing and Topsoil Stripping	2,182,356	SF	\$ 0.05	\$ 109,118
Earthwork (cut/fill/place)	40,957	CY	\$ 3.00	\$ 122,871
Erosion Control	2,182,356	SF	\$ 0.05	\$ 109,118
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000
MSE Block Wall	15,000	SFF	\$ 45.00	\$ 675,000
Subtotal				\$ 1,135,224
2 Roadway Improvements/Miscellaneous Concrete Work				
Local Street (36' section)	5,467	LF	\$ 310.00	\$ 1,694,770
Asphalt Prep.	652,307	SF	\$ 1.10	\$ 717,538
Asphalt Place.	652,307	SF	\$ 6.60	\$ 4,305,226
Concrete Prep.	124,545	SF	\$ 2.20	\$ 273,999
Concrete Place.	124,545	SF	\$ 6.60	\$ 821,997
Subtotal				\$ 7,813,530
3 Potable Waterline Improvements				
12" Water Onsite	5,812	LF	\$ 125.00	\$ 726,500
Subtotal				\$ 726,500
4 Sanitary Sewer and Underdrain Improvements				
Onsite 10" Sewer	6,175	LF	\$ 127.00	\$ 784,225
Onsite Underdrain	6,175	LF	\$ 45.00	\$ 277,875
Subtotal				\$ 1,062,100
5 Storm Drainage Improvements				
Onsite 18" StormSewer	4,788	LF	\$ 176.00	\$ 842,688
Onsite Underdrain	2,781	LF	\$ 90.00	\$ 250,290
Subtotal				\$ 842,688
6 Open Space, Parks and Trails				
Landscape/Irrigation/Amentities	654,707	LS	\$ 3.50	\$ 2,291,474
Regional Trails/Parks	90,400	SF	\$ 10.00	\$ 904,000
Site Lighting Cable	12,078	LF	\$ 12.00	\$ 144,936
Light Poles	95	EA	\$ 7,500.00	\$ 712,500
Monumentation	4	EA	\$ 50,000.00	\$ 200,000
Subtotal				\$ 4,252,910
Infrastructure Subtotal				\$ 15,832,952
Contingency (15%)				\$ 2,374,943
Infrastructure Total Cost				\$ 18,207,895
7 Admin. / Design / Permitting / Etc.				
Engineering/Surveying	1	LS	3.5%	\$ 637,276
Con. Man. / Inspection	1	LS	7.0%	\$ 1,274,553
Admin / Planning	1	LS	5.0%	\$ 910,395
Subtotal				\$ 2,822,224
8 Land Aquisition				
Subtotal				\$ -
Total Hard/Soft Cost				\$ 21,030,119

EXHIBIT F
Financial Plan

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
 Weld County, Colorado

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**GENERAL OBLIGATION BONDS, SERIES 2023A**  
**SUBORDINATE BONDS, SERIES 2023B**  
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Bond Assumptions	Series 2023A	Series 2023B	Total
Closing Date	12/1/2023	12/1/2023	
First Call Date	12/1/2028	12/1/2028	
Final Maturity	12/1/2053	12/15/2053	
Sources of Funds			
Par Amount	3,620,000	519,000	4,139,000
Total	3,620,000	519,000	4,139,000
Uses of Funds			
Project Fund	\$2,428,188	\$503,430	\$2,931,618
Debt Service Reserve	292,263	0	292,263
Capitalized Interest	570,150	0	570,150
Surplus Deposit	0	0	0
Costs of Issuance	329,400	15,570	344,970
Total	3,620,000	519,000	4,139,000
Bond Features			
Projected Coverage at Mill Levy Cap	130x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Non-Rated	
Average Coupon	5.250%	8.250%	
Annual Trustee Fee	\$4,000	\$3,000	
Biennial Reassessment			
Residential	2.00%	2.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	7.15%		
<i>Current Assumption</i>	7.15%		
Debt Service Mills			
<i>Target Mill Levy</i>	40.000		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	1.50%		
Operations			
Operations Mill Levy	10.000		
Total Mill Levy	50.000		

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
Development Summary**

	Residential								Total Residential
	SFD	Product 2	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
Statutory Actual Value (2023)	\$500,000	\$	\$	\$	\$	\$	\$	\$	
2023	-	-	-	-	-	-	-	-	-
2024	65	-	-	-	-	-	-	-	65
2025	65	-	-	-	-	-	-	-	65
2026	66	-	-	-	-	-	-	-	66
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
Total Units	196	-	-	-	-	-	-	-	196
Total Statutory Actual Value	\$98,000,000	\$	\$	\$	\$	\$	\$	\$	\$98,000,000

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
Assessed Value Calculation

	Vacant Land		Residential				Total
	Cumulative Statutory Actual Value ¹	Assessed Value in Collection Year (2-year lag) 29.00%	Total Residential Units	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year (2-year lag) 7.15%	Assessed Value in Collection Year (2-year lag)
	2021	53,345		0		0	
2022	655		0	0	0		
2023	3,250,655	15,470	0		0	0	15,470
2024	3,250,442	190	65	0	33,150,000	0	190
2025	3,300,225	942,690	65		66,963,000	0	942,690
2026	0	942,628	66	1,339,260	103,322,124	2,370,225	3,312,853
2027	0	957,065	0		103,322,124	4,787,855	5,744,920
2028	0	0	0	2,066,442	105,388,566	7,387,532	7,387,532
2029	0	0	0		105,388,566	7,387,532	7,387,532
2030	0	0	0	2,107,771	107,496,338	7,535,283	7,535,283
2031	0	0	0		107,496,338	7,535,283	7,535,283
2032	0	0	0	2,149,927	109,646,265	7,685,988	7,685,988
2033	0	0	0		109,646,265	7,685,988	7,685,988
2034	0	0	0	2,192,925	111,839,190	7,839,708	7,839,708
2035	0	0	0		111,839,190	7,839,708	7,839,708
2036	0	0	0	2,236,784	114,075,974	7,996,502	7,996,502
2037	0	0	0		114,075,974	7,996,502	7,996,502
2038	0	0	0	2,281,519	116,357,493	8,156,432	8,156,432
2039	0	0	0		116,357,493	8,156,432	8,156,432
2040	0	0	0	2,327,150	118,684,643	8,319,561	8,319,561
2041	0	0	0		118,684,643	8,319,561	8,319,561
2042	0	0	0	2,373,693	121,058,336	8,485,952	8,485,952
2043	0	0	0		121,058,336	8,485,952	8,485,952
2044	0	0	0	2,421,167	123,479,503	8,655,671	8,655,671
2045	0	0	0		123,479,503	8,655,671	8,655,671
2046	0	0	0	2,469,590	125,949,093	8,828,784	8,828,784
2047	0	0	0		125,949,093	8,828,784	8,828,784
2048	0	0	0	2,518,982	128,468,074	9,005,360	9,005,360
2049	0	0	0		128,468,074	9,005,360	9,005,360
2050	0	0	0	2,569,361	131,037,436	9,185,467	9,185,467
2051	0	0	0		131,037,436	9,185,467	9,185,467
2052	0	0	0	2,620,749	133,658,185	9,369,177	9,369,177
2053	0	0	0		133,658,185	9,369,177	9,369,177
Total			196	31,675,321			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
 2. Manual adjustment to actual value per assessor
 3. SFD RAR Assumes 6.95% in '23, 6.765% in '24; back to 7.15% thereafter

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value	Debt Mill Levy	Debt Mill Levy	Specific Ownership	County Treasurer	Annual Trustee	Revenue Available
	in Collection Year (2-year lag)	40.000 Cap 40.000 Target	Collections 99.5%	Taxes 6.00%	Fee 1.50%	Fee \$7,000	for Debt Service
2021							
2022							
2023	15,470	0.000	0	0	0	0	0
2024	190	40.000	8	0	(0)	0	8
2025	942,690	40.000	37,519	2,251	(563)	(7,000)	32,207
2026	3,312,853	40.000	131,852	7,911	(1,978)	(7,000)	130,785
2027	5,744,920	40.000	228,648	13,719	(3,430)	(7,000)	231,937
2028	7,387,532	40.000	294,024	17,641	(4,410)	(7,000)	300,255
2029	7,387,532	40.000	294,024	17,641	(4,410)	(7,000)	300,255
2030	7,535,283	40.000	299,904	17,994	(4,499)	(7,000)	306,400
2031	7,535,283	40.000	299,904	17,994	(4,499)	(7,000)	306,400
2032	7,685,988	40.000	305,902	18,354	(4,589)	(7,000)	312,668
2033	7,685,988	40.000	305,902	18,354	(4,589)	(7,000)	312,668
2034	7,839,708	40.000	312,020	18,721	(4,680)	(7,000)	319,061
2035	7,839,708	40.000	312,020	18,721	(4,680)	(7,000)	319,061
2036	7,996,502	40.000	318,261	19,096	(4,774)	(7,000)	325,583
2037	7,996,502	40.000	318,261	19,096	(4,774)	(7,000)	325,583
2038	8,156,432	40.000	324,626	19,478	(4,869)	(7,000)	332,234
2039	8,156,432	40.000	324,626	19,478	(4,869)	(7,000)	332,234
2040	8,319,561	40.000	331,119	19,867	(4,967)	(7,000)	339,019
2041	8,319,561	40.000	331,119	19,867	(4,967)	(7,000)	339,019
2042	8,485,952	40.000	337,741	20,264	(5,066)	(7,000)	345,939
2043	8,485,952	40.000	337,741	20,264	(5,066)	(7,000)	345,939
2044	8,655,671	40.000	344,496	20,670	(5,167)	(7,000)	352,998
2045	8,655,671	40.000	344,496	20,670	(5,167)	(7,000)	352,998
2046	8,828,784	40.000	351,386	21,083	(5,271)	(7,000)	360,198
2047	8,828,784	40.000	351,386	21,083	(5,271)	(7,000)	360,198
2048	9,005,360	40.000	358,413	21,505	(5,376)	(7,000)	367,542
2049	9,005,360	40.000	358,413	21,505	(5,376)	(7,000)	367,542
2050	9,185,467	40.000	365,582	21,935	(5,484)	(7,000)	375,033
2051	9,185,467	40.000	365,582	21,935	(5,484)	(7,000)	375,033
2052	9,369,177	40.000	372,893	22,374	(5,593)	(7,000)	382,673
2053	9,369,177	40.000	372,893	22,374	(5,593)	(7,000)	382,673
Total			9,030,759	541,846	(135,461)	(203,000)	9,234,143

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Senior Surplus Fund			Ratio Analysis	
		Series 2023A		Annual Surplus	Cumulative Balance \$362,000 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/23	Par: \$3,620,000					
			Proj: \$2,428,188					
2021								
2022								
2023	0	0		0	0	0	0%	n/a
2024	8	0		8	8	0	1905765%	n/a
2025	32,207	0		32,207	32,215	0	384%	n/a
2026	130,785	0		130,785	163,000	0	109%	n/a
2027	231,937	190,050		41,887	204,887	0	63%	122%
2028	300,255	230,050		70,205	275,092	0	49%	131%
2029	300,255	227,950		72,305	347,397	0	48%	132%
2030	306,400	235,850		70,550	362,000	55,947	47%	130%
2031	306,400	233,225		73,175	362,000	73,175	46%	131%
2032	312,668	240,600		72,068	362,000	72,068	45%	130%
2033	312,668	237,450		75,218	362,000	75,218	44%	132%
2034	319,061	244,300		74,761	362,000	74,761	42%	131%
2035	319,061	245,625		73,436	362,000	73,436	41%	130%
2036	325,583	251,688		73,895	362,000	73,895	40%	129%
2037	325,583	247,225		78,358	362,000	78,358	39%	132%
2038	332,234	252,763		79,472	362,000	79,472	37%	131%
2039	332,234	252,775		79,459	362,000	79,459	36%	131%
2040	339,019	257,525		81,494	362,000	81,494	34%	132%
2041	339,019	261,750		77,269	362,000	77,269	32%	130%
2042	345,939	265,450		80,489	362,000	80,489	30%	130%
2043	345,939	263,625		82,314	362,000	82,314	29%	131%
2044	352,998	271,538		81,461	362,000	81,461	27%	130%
2045	352,998	268,663		84,336	362,000	84,336	25%	131%
2046	360,198	275,525		84,673	362,000	84,673	23%	131%
2047	360,198	276,600		83,598	362,000	83,598	21%	130%
2048	367,542	282,150		85,392	362,000	85,392	18%	130%
2049	367,542	281,913		85,629	362,000	85,629	16%	130%
2050	375,033	286,150		88,883	362,000	88,883	14%	131%
2051	375,033	289,600		85,433	362,000	85,433	11%	130%
2052	382,673	292,263		90,411	362,000	90,411	9%	131%
2053	382,673	291,875		90,798	0	452,798	6%	131%
Total	9,234,143	6,954,175		2,279,968		2,279,968		

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
Subordinate Debt Service

	Revenue Revenue Available for Subordinate Debt Service	Payments					Net Debt Service	Surplus
		Interest Payments 8.250%	Accrued Interest Balance	Principal Issued	Principal Payments	Principal Balance	Series 2023B	Released Revenue
							Dated: 12/1/23 Par: \$519,000 Proj: \$503,430	
2021								
2022								
2023	0	0	1,665	519,000	0	519,000	0	0
2024	0	0	44,620		0	519,000	0	0
2025	0	0	91,119		0	519,000	0	0
2026	0	0	141,453		0	519,000	0	0
2027	0	0	195,941		0	519,000	0	0
2028	0	0	254,923		0	519,000	0	0
2029	0	0	318,772		0	519,000	0	0
2030	55,947	55,947	331,942		0	519,000	55,947	0
2031	73,175	73,175	328,969		0	519,000	73,175	0
2032	72,068	72,068	326,859		0	519,000	72,068	0
2033	75,218	75,218	321,424		0	519,000	75,218	0
2034	74,761	74,761	315,998		0	519,000	74,761	0
2035	73,436	73,436	311,449		0	519,000	73,436	0
2036	73,895	73,895	306,066		0	519,000	73,895	0
2037	78,358	78,358	295,777		0	519,000	78,358	0
2038	79,472	79,472	283,524		0	519,000	79,472	0
2039	79,459	79,459	270,273		0	519,000	79,459	0
2040	81,494	81,494	253,894		0	519,000	81,494	0
2041	77,269	77,269	240,389		0	519,000	77,269	0
2042	80,489	80,489	222,549		0	519,000	80,489	0
2043	82,314	82,314	201,413		0	519,000	82,314	0
2044	81,461	81,461	179,387		0	519,000	81,461	0
2045	84,336	84,336	152,668		0	519,000	84,336	0
2046	84,673	84,673	123,408		0	519,000	84,673	0
2047	83,598	83,598	92,808		0	519,000	83,598	0
2048	85,392	85,392	57,890		0	519,000	85,392	0
2049	85,629	85,629	19,855		0	519,000	85,629	0
2050	88,883	64,310	0		24,000	495,000	88,310	0
2051	85,433	40,838	0		45,000	450,000	85,838	0
2052	90,411	37,125	0		53,000	397,000	90,125	0
2053	452,798	32,753	0		397,000	0	429,753	23,500
Total	2,279,968	1,737,468		519,000	519,000		2,256,468	23,500

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.000 Target	Ops Mill Levy Collections 99.5%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Operations	Total District Mills
2021							
2022							
2023	15,470	0.000	0	0	0	0	0.000
2024	190	10.000	2	0	(0)	2	50.000
2025	942,690	10.000	9,380	563	(149)	9,793	50.000
2026	3,312,853	10.000	32,963	1,978	(524)	34,417	50.000
2027	5,744,920	10.000	57,162	3,430	(909)	59,683	50.000
2028	7,387,532	10.000	73,506	4,410	(1,169)	76,748	50.000
2029	7,387,532	10.000	73,506	4,410	(1,169)	76,748	50.000
2030	7,535,283	10.000	74,976	4,499	(1,192)	78,283	50.000
2031	7,535,283	10.000	74,976	4,499	(1,192)	78,283	50.000
2032	7,685,988	10.000	76,476	4,589	(1,216)	79,848	50.000
2033	7,685,988	10.000	76,476	4,589	(1,216)	79,848	50.000
2034	7,839,708	10.000	78,005	4,680	(1,240)	81,445	50.000
2035	7,839,708	10.000	78,005	4,680	(1,240)	81,445	50.000
2036	7,996,502	10.000	79,565	4,774	(1,265)	83,074	50.000
2037	7,996,502	10.000	79,565	4,774	(1,265)	83,074	50.000
2038	8,156,432	10.000	81,156	4,869	(1,290)	84,736	50.000
2039	8,156,432	10.000	81,156	4,869	(1,290)	84,736	50.000
2040	8,319,561	10.000	82,780	4,967	(1,316)	86,430	50.000
2041	8,319,561	10.000	82,780	4,967	(1,316)	86,430	50.000
2042	8,485,952	10.000	84,435	5,066	(1,343)	88,159	50.000
2043	8,485,952	10.000	84,435	5,066	(1,343)	88,159	50.000
2044	8,655,671	10.000	86,124	5,167	(1,369)	89,922	50.000
2045	8,655,671	10.000	86,124	5,167	(1,369)	89,922	50.000
2046	8,828,784	10.000	87,846	5,271	(1,397)	91,720	50.000
2047	8,828,784	10.000	87,846	5,271	(1,397)	91,720	50.000
2048	9,005,360	10.000	89,603	5,376	(1,425)	93,555	50.000
2049	9,005,360	10.000	89,603	5,376	(1,425)	93,555	50.000
2050	9,185,467	10.000	91,395	5,484	(1,453)	95,426	50.000
2051	9,185,467	10.000	91,395	5,484	(1,453)	95,426	50.000
2052	9,369,177	10.000	93,223	5,593	(1,482)	97,334	50.000
2053	9,369,177	10.000	93,223	5,593	(1,482)	97,334	50.000
Total			2,257,690	135,461	(35,897)	2,357,254	

SOURCES AND USES OF FUNDS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
Combined Results**

**GENERAL OBLIGATION BONDS, SERIES 2023A
SUBORDINATE BONDS, SERIES 2023B**

Dated Date 12/01/2023
Delivery Date 12/01/2023

Sources:	SERIES 2023A	SERIES 2023B	Total
Bond Proceeds:			
Par Amount	3,620,000.00	519,000.00	4,139,000.00
	3,620,000.00	519,000.00	4,139,000.00
Uses:	SERIES 2023A	SERIES 2023B	Total
Project Fund Deposits:			
Project Fund	2,428,187.50	503,430.00	2,931,617.50
Other Fund Deposits:			
Capitalized Interest Fund	570,150.00		570,150.00
Debt Service Reserve Fund	292,262.50		292,262.50
	862,412.50		862,412.50
Cost of Issuance:			
Cost of Issuance (est.)*	257,000.00		257,000.00
Delivery Date Expenses:			
Underwriter's Discount	72,400.00	15,570.00	87,970.00
	3,620,000.00	519,000.00	4,139,000.00

[*] Includes \$7K prepaid Trustee fees.

SOURCES AND USES OF FUNDS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date                    12/01/2023  
Delivery Date                12/01/2023

**Sources:**

|                |              |
|----------------|--------------|
| <hr/>          |              |
| Bond Proceeds: |              |
| Par Amount     | 3,620,000.00 |
|                | <hr/>        |
|                | 3,620,000.00 |
|                | <hr/> <hr/>  |

**Uses:**

|                           |                   |
|---------------------------|-------------------|
| <hr/>                     |                   |
| Project Fund Deposits:    |                   |
| Project Fund              | 2,428,187.50      |
| Other Fund Deposits:      |                   |
| Capitalized Interest Fund | 570,150.00        |
| Debt Service Reserve Fund | <u>292,262.50</u> |
|                           | 862,412.50        |
| Cost of Issuance:         |                   |
| Cost of Issuance (est.)*  | 257,000.00        |
| Delivery Date Expenses:   |                   |
| Underwriter's Discount    | 72,400.00         |
|                           | <hr/>             |
|                           | 3,620,000.00      |
|                           | <hr/> <hr/>       |

[\*] Includes \$7K prepaid Trustee fees.



**BOND SUMMARY STATISTICS**

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2023A  
40.000 (target) Mills  
Non-Rated, 130x, 2053 Final Maturity  
(Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date	12/01/2023
Delivery Date	12/01/2023
First Coupon	06/01/2024
Last Maturity	12/01/2053
Arbitrage Yield	5.250000%
True Interest Cost (TIC)	5.411755%
Net Interest Cost (NIC)	5.250000%
All-In TIC	6.028172%
Average Coupon	5.250000%
Average Life (years)	22.081
Weighted Average Maturity (years)	22.081
Duration of Issue (years)	12.765
Par Amount	3,620,000.00
Bond Proceeds	3,620,000.00
Total Interest	4,196,587.50
Net Interest	4,268,987.50
Bond Years from Dated Date	79,935,000.00
Bond Years from Delivery Date	79,935,000.00
Total Debt Service	7,816,587.50
Maximum Annual Debt Service	584,137.50
Average Annual Debt Service	260,552.92
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2053	3,620,000.00	100.000	5.250%	22.081	12/30/2045	5,466.20
	3,620,000.00			22.081		5,466.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,620,000.00	3,620,000.00	3,620,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-72,400.00	-72,400.00	
- Cost of Issuance Expense		-257,000.00	
- Other Amounts			
Target Value	3,547,600.00	3,290,600.00	3,620,000.00
Target Date	12/01/2023	12/01/2023	12/01/2023
Yield	5.411755%	6.028172%	5.250000%

CALL PROVISIONS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Call Table: CALL

Call Date	Call Price
12/01/2028	103.00
12/01/2029	102.00
12/01/2030	101.00
12/01/2031	100.00

BOND DEBT SERVICE

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Dated Date 12/01/2023
Delivery Date 12/01/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2024			95,025.00	95,025.00	
12/01/2024			95,025.00	95,025.00	190,050.00
06/01/2025			95,025.00	95,025.00	
12/01/2025			95,025.00	95,025.00	190,050.00
06/01/2026			95,025.00	95,025.00	
12/01/2026			95,025.00	95,025.00	190,050.00
06/01/2027			95,025.00	95,025.00	
12/01/2027			95,025.00	95,025.00	190,050.00
06/01/2028			95,025.00	95,025.00	
12/01/2028	40,000	5.250%	95,025.00	135,025.00	230,050.00
06/01/2029			93,975.00	93,975.00	
12/01/2029	40,000	5.250%	93,975.00	133,975.00	227,950.00
06/01/2030			92,925.00	92,925.00	
12/01/2030	50,000	5.250%	92,925.00	142,925.00	235,850.00
06/01/2031			91,612.50	91,612.50	
12/01/2031	50,000	5.250%	91,612.50	141,612.50	233,225.00
06/01/2032			90,300.00	90,300.00	
12/01/2032	60,000	5.250%	90,300.00	150,300.00	240,600.00
06/01/2033			88,725.00	88,725.00	
12/01/2033	60,000	5.250%	88,725.00	148,725.00	237,450.00
06/01/2034			87,150.00	87,150.00	
12/01/2034	70,000	5.250%	87,150.00	157,150.00	244,300.00
06/01/2035			85,312.50	85,312.50	
12/01/2035	75,000	5.250%	85,312.50	160,312.50	245,625.00
06/01/2036			83,343.75	83,343.75	
12/01/2036	85,000	5.250%	83,343.75	168,343.75	251,687.50
06/01/2037			81,112.50	81,112.50	
12/01/2037	85,000	5.250%	81,112.50	166,112.50	247,225.00
06/01/2038			78,881.25	78,881.25	
12/01/2038	95,000	5.250%	78,881.25	173,881.25	252,762.50
06/01/2039			76,387.50	76,387.50	
12/01/2039	100,000	5.250%	76,387.50	176,387.50	252,775.00
06/01/2040			73,762.50	73,762.50	
12/01/2040	110,000	5.250%	73,762.50	183,762.50	257,525.00
06/01/2041			70,875.00	70,875.00	
12/01/2041	120,000	5.250%	70,875.00	190,875.00	261,750.00
06/01/2042			67,725.00	67,725.00	
12/01/2042	130,000	5.250%	67,725.00	197,725.00	265,450.00
06/01/2043			64,312.50	64,312.50	
12/01/2043	135,000	5.250%	64,312.50	199,312.50	263,625.00
06/01/2044			60,768.75	60,768.75	
12/01/2044	150,000	5.250%	60,768.75	210,768.75	271,537.50
06/01/2045			56,831.25	56,831.25	
12/01/2045	155,000	5.250%	56,831.25	211,831.25	268,662.50
06/01/2046			52,762.50	52,762.50	
12/01/2046	170,000	5.250%	52,762.50	222,762.50	275,525.00
06/01/2047			48,300.00	48,300.00	
12/01/2047	180,000	5.250%	48,300.00	228,300.00	276,600.00
06/01/2048			43,575.00	43,575.00	
12/01/2048	195,000	5.250%	43,575.00	238,575.00	282,150.00
06/01/2049			38,456.25	38,456.25	
12/01/2049	205,000	5.250%	38,456.25	243,456.25	281,912.50
06/01/2050			33,075.00	33,075.00	
12/01/2050	220,000	5.250%	33,075.00	253,075.00	286,150.00
06/01/2051			27,300.00	27,300.00	
12/01/2051	235,000	5.250%	27,300.00	262,300.00	289,600.00
06/01/2052			21,131.25	21,131.25	
12/01/2052	250,000	5.250%	21,131.25	271,131.25	292,262.50
06/01/2053			14,568.75	14,568.75	
12/01/2053	555,000	5.250%	14,568.75	569,568.75	584,137.50
	3,620,000		4,196,587.50	7,816,587.50	7,816,587.50

NET DEBT SERVICE

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Mills
Non-Rated, 130x, 2053 Final Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

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| Period<br>Ending | Principal | Interest     | Total<br>Debt Service | Debt Service<br>Reserve Fund | Capitalized<br>Interest<br>Fund | Net<br>Debt Service |
|------------------|-----------|--------------|-----------------------|------------------------------|---------------------------------|---------------------|
| 12/01/2024       |           | 190,050.00   | 190,050.00            |                              | 190,050                         |                     |
| 12/01/2025       |           | 190,050.00   | 190,050.00            |                              | 190,050                         |                     |
| 12/01/2026       |           | 190,050.00   | 190,050.00            |                              | 190,050                         |                     |
| 12/01/2027       |           | 190,050.00   | 190,050.00            |                              |                                 | 190,050.00          |
| 12/01/2028       | 40,000    | 190,050.00   | 230,050.00            |                              |                                 | 230,050.00          |
| 12/01/2029       | 40,000    | 187,950.00   | 227,950.00            |                              |                                 | 227,950.00          |
| 12/01/2030       | 50,000    | 185,850.00   | 235,850.00            |                              |                                 | 235,850.00          |
| 12/01/2031       | 50,000    | 183,225.00   | 233,225.00            |                              |                                 | 233,225.00          |
| 12/01/2032       | 60,000    | 180,600.00   | 240,600.00            |                              |                                 | 240,600.00          |
| 12/01/2033       | 60,000    | 177,450.00   | 237,450.00            |                              |                                 | 237,450.00          |
| 12/01/2034       | 70,000    | 174,300.00   | 244,300.00            |                              |                                 | 244,300.00          |
| 12/01/2035       | 75,000    | 170,625.00   | 245,625.00            |                              |                                 | 245,625.00          |
| 12/01/2036       | 85,000    | 166,687.50   | 251,687.50            |                              |                                 | 251,687.50          |
| 12/01/2037       | 85,000    | 162,225.00   | 247,225.00            |                              |                                 | 247,225.00          |
| 12/01/2038       | 95,000    | 157,762.50   | 252,762.50            |                              |                                 | 252,762.50          |
| 12/01/2039       | 100,000   | 152,775.00   | 252,775.00            |                              |                                 | 252,775.00          |
| 12/01/2040       | 110,000   | 147,525.00   | 257,525.00            |                              |                                 | 257,525.00          |
| 12/01/2041       | 120,000   | 141,750.00   | 261,750.00            |                              |                                 | 261,750.00          |
| 12/01/2042       | 130,000   | 135,450.00   | 265,450.00            |                              |                                 | 265,450.00          |
| 12/01/2043       | 135,000   | 128,625.00   | 263,625.00            |                              |                                 | 263,625.00          |
| 12/01/2044       | 150,000   | 121,537.50   | 271,537.50            |                              |                                 | 271,537.50          |
| 12/01/2045       | 155,000   | 113,662.50   | 268,662.50            |                              |                                 | 268,662.50          |
| 12/01/2046       | 170,000   | 105,525.00   | 275,525.00            |                              |                                 | 275,525.00          |
| 12/01/2047       | 180,000   | 96,600.00    | 276,600.00            |                              |                                 | 276,600.00          |
| 12/01/2048       | 195,000   | 87,150.00    | 282,150.00            |                              |                                 | 282,150.00          |
| 12/01/2049       | 205,000   | 76,912.50    | 281,912.50            |                              |                                 | 281,912.50          |
| 12/01/2050       | 220,000   | 66,150.00    | 286,150.00            |                              |                                 | 286,150.00          |
| 12/01/2051       | 235,000   | 54,600.00    | 289,600.00            |                              |                                 | 289,600.00          |
| 12/01/2052       | 250,000   | 42,262.50    | 292,262.50            |                              |                                 | 292,262.50          |
| 12/01/2053       | 555,000   | 29,137.50    | 584,137.50            | 292,262.50                   |                                 | 291,875.00          |
|                  | 3,620,000 | 4,196,587.50 | 7,816,587.50          | 292,262.50                   | 570,150                         | 6,954,175.00        |



**BOND SOLUTION**

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2023A  
40.000 (target) Mills  
Non-Rated, 130x, 2053 Final Maturity  
(Full Growth + 2.00% Bi-Reassessment Projections)**

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Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2024		190,050	-190,050		8	8	
12/01/2025		190,050	-190,050		32,407	32,407	
12/01/2026		190,050	-190,050		131,487	131,487	
12/01/2027		190,050		190,050	233,155	43,105	122.68%
12/01/2028	40,000	230,050		230,050	301,821	71,771	131.20%
12/01/2029	40,000	227,950		227,950	301,821	73,871	132.41%
12/01/2030	50,000	235,850		235,850	307,997	72,147	130.59%
12/01/2031	50,000	233,225		233,225	307,997	74,772	132.06%
12/01/2032	60,000	240,600		240,600	314,297	73,697	130.63%
12/01/2033	60,000	237,450		237,450	314,297	76,847	132.36%
12/01/2034	70,000	244,300		244,300	320,723	76,423	131.28%
12/01/2035	75,000	245,625		245,625	320,723	75,098	130.57%
12/01/2036	85,000	251,688		251,688	327,278	75,590	130.03%
12/01/2037	85,000	247,225		247,225	327,278	80,053	132.38%
12/01/2038	95,000	252,763		252,763	333,963	81,201	132.13%
12/01/2039	100,000	252,775		252,775	333,963	81,188	132.12%
12/01/2040	110,000	257,525		257,525	340,783	83,258	132.33%
12/01/2041	120,000	261,750		261,750	340,783	79,033	130.19%
12/01/2042	130,000	265,450		265,450	347,738	82,288	131.00%
12/01/2043	135,000	263,625		263,625	347,738	84,113	131.91%
12/01/2044	150,000	271,538		271,538	354,833	83,296	130.68%
12/01/2045	155,000	268,663		268,663	354,833	86,171	132.07%
12/01/2046	170,000	275,525		275,525	362,070	86,545	131.41%
12/01/2047	180,000	276,600		276,600	362,070	85,470	130.90%
12/01/2048	195,000	282,150		282,150	369,451	87,301	130.94%
12/01/2049	205,000	281,913		281,913	369,451	87,539	131.05%
12/01/2050	220,000	286,150		286,150	376,980	90,830	131.74%
12/01/2051	235,000	289,600		289,600	376,980	87,380	130.17%
12/01/2052	250,000	292,263		292,263	384,660	92,397	131.61%
12/01/2053	555,000	584,138	-292,263	291,875	384,660	92,785	131.79%
	3,620,000	7,816,588	-862,413	6,954,175	9,282,246	2,328,071	

SOURCES AND USES OF FUNDS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2023B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Dated Date 12/01/2023
Delivery Date 12/01/2023

Sources:

Bond Proceeds:	
Par Amount	519,000.00
	519,000.00

Uses:

Project Fund Deposits:	
Project Fund	503,430.00
Delivery Date Expenses:	
Underwriter's Discount	15,570.00
	519,000.00

BOND PRICING

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2023B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2053:	12/15/2053	519,000	8.250%	8.250%	100.000
		519,000			

Dated Date	12/01/2023		
Delivery Date	12/01/2023		
First Coupon	12/15/2023		
Par Amount	519,000.00		
Original Issue Discount			
Production	519,000.00	100.000000%	
Underwriter's Discount	-15,570.00	-3.000000%	
Purchase Price	503,430.00	97.000000%	
Accrued Interest			
Net Proceeds	503,430.00		

CALL PROVISIONS

**LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT No. 2
WELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2023B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
(Full Growth + 2.00% Bi-Reassessment Projections)**

Call Table: CALL

Call Date	Call Price
12/01/2028	103.00
12/01/2029	102.00
12/01/2030	101.00
12/01/2031	100.00



Memorandum

File No. 5501871

TO: Town of Johnstown

FROM: David S. O’Leary, Esq.

RE: Summary for Proposed First Amendment to the Amended and Restated Service Plan for Ledge Rock Center Residential Metropolitan District No. 2 (Single-Family)

DATE: November 27, 2023

The proposed Ledge Rock Center Residential Metropolitan District No. 2 (the “District”) encompasses the land generally located south of Highway 60/County Road 48 and east of Interstate I-25. The proposed service area includes approximately 61.554 acres of residential land in its proposed boundaries and is anticipated to include the single-family portion of the Ledge Rock Center project upon final development.

The reason for the request for an amendment are the following:

- Two-year delay in projected construction but a national builder is currently under contract and completing due diligence. The build out with the national builder is anticipated to accelerate absorption and provide for approximately 65 single family residences per year starting in 2024 if not sooner (absorption could be completed in less than 3 years as long as the infrastructure is complete, and the lots are permit ready).
- Updated capital costs, changes in construction costs and installation and development needs for the public improvements for the project.
- The original builder under contract for the land cancelled their contract due to concerns regarding COVID and market changes. Additionally, the Developer is now delivering permit ready lots rather than just infrastructure to pad sites, as a result, out of pocket costs to the Developer have increased significantly and require installation of all public improvements by the Developer rather than the builder for core backbone onsite and offsite public improvements. Additional infrastructure required for the Home Supply ditch relocation and additional highway, drainage and oil and gas company easements, setbacks and land use restrictions have changed the capital plan and development originally projected in 2021 and amended in 2022 to a much different capital construction model than the one currently in the Amended and Restated Service Plan approved in June of 2022
- Construction of the improvements have been expedited to both develop and attract end users, builders and businesses to the Ledge Rock Center development have resulted in a renewed and updated request for the Town to consider a debt limit increase for the Residential Metropolitan District No. 1 (multi-family units) and the Residential Metropolitan District No. 2 (single-family units) service plans.

I. Major Service Plan Points for Ledge Rock Center Residential Metropolitan District No. 2.

- 61.554 total acres of service area within the boundaries are anticipated. All acres of property in the initial boundaries and future inclusion area boundaries are annexed to and within the Town of Johnstown.



- Anticipated single-family residential development was originally projected to begin in 2022 for a total of 196 single-family residences, absorbing at a rate of approximately 44 single-family units per year with pricing inflated as the development occurs. New modeling and the current contract with the national builder projects absorption occurring more quickly depending upon approval of development plans and construction of public improvements needed for the project. Current modeling projects 65 units per year beginning in 2024 provide all permit ready improvements are installed by the Developer, prior to the take down of each phase of the residential development.
- Assuming development occurs as projected the residential assessed valuation at full buildout for collection year 2028 is expected to increase from \$6,840,674 to approximately \$7,387,532 based upon initial drafts provided by DA Davidson. These values may differ based upon changes in assessed value of the property upon final completion of construction and development with additional assessed valuation possible depending upon final approved development plans with the Town.
- The estimated cost of the public improvements needed for the single-family residential property portion of the Ledge Rock Center project were originally estimated to be \$14,657,820 for onsite and offsite public improvements, but significant costs to the Developer have been incurred and the Developer is now providing permit ready lots (it is constructing the core backbone public improvements) rather than providing land to be developed by the original builder. All construction must be in compliance with development plans which must be approved by the Town prior to construction and development of the single-family residential property.
- The proposed financing plan provides for 40 mills for debt and 10 mills for operations purposes in accordance with the current Town model service plan.
- The updated financing plan projects the total par amount of bonds estimated for 2024 is projected to increase from \$3,597,000 to \$4,139,000, which is anticipated to generate and increase from \$2,282,090 to \$2,931,618 in net proceeds provided full buildout occurs as anticipated using a 30-year amortization schedule.
- Requested Debt Authorization of \$4,967,000 allows for approximately 120% coverage (based upon the financing plan run at \$4,139,000. Updated modeling provided by DA Davidson based upon approved development plans and future assessed valuation for sales of the single-family residences. Public improvement costs not financed through the District would be funded through developer advances, private contributions or other financing contributions. Public improvement costs not financed through the District would be funded through developer advances, private contributions or other financing contributions.
- There are no current residents within the District and no debt or bonds have been issued.
- Mill levies, interest rate limitations and underwriting discounts will be consistent with the present Town imposed limitations with other service plans approved by the Town.
- No other changes to the service plan other than capital improvements or financing plans would be requested and no reduction in services are anticipated. Public improvement costs not financed through the District would be funded through developer advances, private contributions or other financing contributions.

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-60**

**RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND
RESTATED SERVICE PLAN FOR LEDGE ROCK CENTER RESIDENTIAL
METROPOLITAN DISTRICT NO. 2**

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 of the Town (“Town Council”) is vested with authority to administer the affairs of the Town; and

WHEREAS, on September 8, 2021, the Town Council approved a Service Plan for the Ledge Rock Center Residential Metropolitan District No. 2 (“District”) and the District was thereafter organized by Order and Decree of the District Court of Weld County; and

WHEREAS, on June 6, 2022, the Town Council approved an Amended and Restated Service Plan for the District (collectively with the Service Plan, the “Service Plan”); and

WHEREAS, due to changes in projected construction, increases in capital costs, and added public improvements within the District, the District seeks to increase the debt authority set forth in the Service Plan; and

WHEREAS, to accomplish the foregoing, the Board of Directors of the District submitted and requests approval of a First Amendment to the Amended and Restated Service Plan for the District (“First Amendment”), a copy of which is attached hereto and incorporated herein by reference in Exhibit A; and

WHEREAS, pursuant to Title 32, Article 1, Part 2, C.R.S., on December 4, 2023, the Town Council, following due notice, held a public hearing on the proposed First Amendment; and

WHEREAS, the Town Council considered the First Amendment and all other testimony and evidence presented at the hearing; and

WHEREAS, based upon the testimony and evidence presented at the hearing, the Town Council finds the First Amendment should be approved, subject to the conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

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

1. ***Satisfaction of Statutory Requirements as to Filing and Notice.*** The Town Council does hereby determine, based on representations made by the District, that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the proposed First Amendment have been fulfilled and the notice of the hearing was given in the time and manner as provided in Section 32-1-204, C.R.S.

2. **Jurisdiction.** The Town Council has jurisdiction over the subject matter of the proposed First Amendment pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. **First Amendment to the Amended and Restated Service Plan Approved; Conditions and Limitations.** The Town Council hereby approves the First Amendment to the Amended and Restated Service Plan for the Ledge Rock Center Residential Metropolitan District No. 2, attached as Exhibit A. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town’s approval of the First Amendment shall not relieve a developer or any other owner of property in the District of any requirement, under the annexation agreement pertaining to the property within the District’s boundaries or otherwise, to provide financial guarantees for construction of, and dedicate to the Town, the required public improvements.
- (b) Material modifications to the Service Plan or the First Amendment shall require an amendment thereto, which must be approved by the Town Council.
- (c) At its first meeting after the effective date of this Resolution, the Board of Directors of the District shall execute the First Amendment to the Intergovernmental Agreement with the Town (“First Amendment to the IGA”).
- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish, or otherwise affect any of the requirements, limitations, or other provisions of the Service Plan, the First Amendment or the First Amendment to the IGA.
- (e) The First Amendment shall be revised if required pursuant to additional conditions of approval set forth by Town Council at the December 4, 2023, public hearing. If so directed, the Town Attorney shall modify the First Amendment and provide the finalized version of the First Amendment to the Town Clerk for filing with the records of the Town and the District.

4. **Execution of the First Amendment to the Town IGA.** The First Amendment to the IGA set forth as Exhibit D to the First Amendment to the Amended and Restated Service Plan is hereby approved. The Mayor and the Town Clerk and hereby authorized to execute the First Amendment to the IGA on behalf of the Town provided the same has first been executed by the District.

5. **Filing of Resolution.** A certified copy of this Resolution shall be filed in the records of the Town and provided to the District.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 4, 2023

SUBJECT: Subdivision Development and Improvement Agreement (SDIA) – Settler’s Crossing, with Parish, LLC

ACTION PROPOSED: Consider the SDIA – Settler’s Crossing, with Parish, LLC

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Lilly Cory, Planner I

AGENDA ITEM DESCRIPTION:

The Developer, Parish, LLC, has requested approval of a Preliminary/Final Subdivision Plat for a 13.7-acre development with a total of 11 commercial lots to be branded as Settler’s Crossing. The proposed agreement is based upon the Town’s standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with Town-approved development plans and construction plans.

Exhibit B-3 – Special Provisions include additional obligations of the developer. The Developer is to construct and maintain private access points to the site to Town Code and remain in compliance for access easements located between Lots 9 & 10. Site plans of each lot must comply with the Mountain View West PD to receive town approval and will be required to complete a WSSA with the Town before issuance of building permits. Right of way landscaping is to be maintained by the developer along Parish Ave and Centennial Dr.

Staff recommends approval of the agreement to facilitate the appropriate construction of and obligations for the Development.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE:

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

N/A

RECOMMENDED ACTION: Approve the Subdivision Development Agreement for Settler's Crossing, with Parish, LLC as the developer.

SUGGESTED MOTIONS:

For Approval

I move to approve the Subdivision Development and Improvement Agreement for Settler's Crossing Subdivision.

For Denial

I move to deny the Subdivision Development and Improvement Agreement for Settler's Crossing Subdivision

Reviewed and Approved for Presentation,



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(SETTLER’S CROSSING)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality corporation (the “Town”), and **Parish, 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 Weld, State of Colorado, the description of which is set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Developer seeks to develop the Property and to designate such development as Settler’s Crossing (“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. 2023-____, 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 **“the 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 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 privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

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.

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, 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.

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 owner's association or a 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 paid in full, 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 written approval of the Private Improvements.

5.2 **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 installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***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.

5.4 ***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 ten (10) 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 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.).

5.5 ***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 non-compliance 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 Weld County Clerk and Recorder.

5.6 **Owners Association:** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots in the Development, Developer shall establish an owners’ association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the owners’ association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the owners’ association shall thereafter be deemed to be established.

5.7 **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 owner’s association; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the owner’s association, a special district or the appropriate public utility company.

WATER SERVICE

6.1 The Town and Developer shall enter into a Water Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water demand and a commitment by the Town for water service for the common areas of the Development. The Water Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 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 Service Agreement.

6.3 The owners’ association shall own and maintain the stormwater infrastructure for the Development. Developer 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, Developer 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 the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J; (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 parties have entered into a Water Service Agreement; (7) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) Developer has established an owners' association as set forth in Paragraph 5.6 above; and (9) all 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.

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 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan 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.

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

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

encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

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

10.5 **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.

10.6 **Colorado Governmental Immunity Act:** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, 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, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

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:

PARISH, LLC
Attention: A.L. Gilbert Company
P.O. Box 38
Oakdale, CA 95361
Email: david.gilbert@algilbert.com
fred@cbanoco.com

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 South Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

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 Weld, 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. Any amendment to this Agreement must be in writing and signed by the parties.

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

13.15 **No Third-Party Beneficiaries.** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot 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.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 28 day of November, 2023.

PARISH, LLC

By: [Signature]
Name: David S. Gilbert
Title: Pres / C.P.O.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On 28 Nov 2023 (date) before me, Zoe Anne Kilkenny [Name], Notary Public, personally appeared

David S. Gilbert [Name(s)]
of Signer(s)],

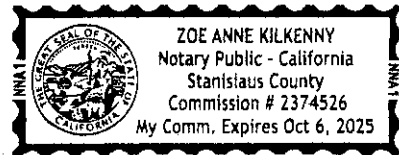
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Zoe Anne Kilkenny [Seal]
Signature of Notary Public

~~My commission expires:~~ *not applicable*
SAK 11/28/23



Notary Public

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
(_____)**

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)**

Block 3 and Outlot A, Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado.

EXHIBIT B-1
PLAT
(SEE ATTACHED)

EXHIBIT B-2
(RESOLUTION APPROVING PLAT)
(SEE ATTACHED)

EXHIBIT B-3**ADDITIONAL TERMS, CONDITIONS OR PROVISIONS**

1. The Developer shall pave the access easement between Lot 9 and Lot 10 in a manner that meets the Town's Design Standards and shall construct a right-in/right-out only at Centennial Drive (WCR 46.5). This access and roadway shall be privately maintained.

2. The Developer shall be obligated to install and maintain the right-of-way landscaping along the portions of Parish Avenue and Centennial Drive that are adjacent to or contiguous with the Development. Installation of the right-of-way landscaping shall be complete on or before the issuance of building permits.

3. The developer of each individual lot shall prepare their site plan in compliance with the standards established by the Mountain View West PUD Design Guidelines dated November 2017.

4. On or before the issuance of a building permit, the developer of each individual lot shall submit a water demand estimate to the Town and, upon approval of the water demand estimate by the Town Water Engineer, enter into a Water Sewer Service Agreement with the Town for their respective project and property within the Development.

5. The Developer has designed and constructed a portion of the roadway section of WCR 46 ½ (Centennial Drive) as it exists as of the date of this Agreement. Assuming the Town and the Developer are able to identify the benefitted property owners and such parties' proper proportional share of the cost of the public improvement, the Town agrees to forward a form Reimbursement Agreement to the Developer within sixty (60) calendar days of the execution of this Agreement. If the form of agreement is acceptable to Developer, the Town shall endeavor to execute the Reimbursement Agreement within ninety (90) days of the execution of this Agreement. The Developer shall be the beneficiary of the Reimbursement Agreement, which shall require the benefitted property owners to pay their proportional share of the public improvement. The Town shall use its best efforts to diligently pursue completion and implementation of the Reimbursement Agreement.

EXHIBIT C
ENGINEER'S OPINION OF COST
(ATTACHED)

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 Settler’s Crossing, dated _____, 20____, between the Town of Johnstown and Parish, LLC.

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 4, 2023

SUBJECT: An Agreement between the Town of Johnstown and J-2 Contracting for the Installation of an Emergency Generator at Johnstown Reservoir

ACTION PROPOSED: Award the Construction Contract to J-2 Contracting Co. for the Installation of an Emergency Generator at Johnstown Reservoir

ATTACHMENTS:

1. Bid Tabulation
2. J-2 Contracting Co Bid Results
3. Lillard and Clark Construction
4. Glacier Construction
5. Construction Contract

PRESENTED BY: Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the Construction Contract for the installation of an emergency generator at Johnstown Reservoir to J-2 Contracting Co. in the amount of \$236,770.

The Town has two raw water pump stations, one at Lone Tree Reservoir and one at Johnstown Reservoir that supply the Water Treatment Plant with water for treatment. The Town is at risk if the power goes down for an extended period of time at either of these pump stations and budgeted \$300,000 in 2023 to address the issue at Johnstown Reservoir. Lone Tree is planned to be addressed with the Raw Water Transmission line project.

The Town worked with the engineering firm JT Consulting to develop a scope and competitively bid the project. JT Consulting also assisted the Town in purchasing a Generator for \$67,550 from Generator Source. A pre-bid meeting was held with Contractors on site Sept 27th at 10 am and below is a summary of the bid results.

Contractor	Cost
J-2 Contracting Co	\$236,770
Lillard and Clark Construction	\$299,000
Glacier Construction	\$408,400

J-2 Contracting Co provided the lowest bid at \$236,770. This project is anticipated to extend into 2024 due to the supply chain timing of receiving the electrical switch gear for the generator. This project was anticipated to be able to be completed in 2023 during budget preparation and was not included in the 2024 budget. Due to the material timing extension, there may be a need for a budget amendment based on the progression of the 2024 fiscal year.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

LEGAL ADVICE:

Construction Agreement and PSA reviewed and approved.

FINANCIAL ADVICE:

Staff budgeted \$300,000 for the project in 2023. Funding was not allocated in 2024 for the project and there may be a need for a budget amendment based on the progression of the 2024 fiscal year.

RECOMMENDED ACTION:

Town Staff recommends awarding the Construction Contract for the installation of an emergency generator at Johnstown Reservoir to J-2 Contracting Co. in the amount of \$236,770.

SUGGESTED MOTIONS:


For Approval

I move to award the Construction Contract for the installation of an emergency generator at Johnstown Reservoir to J-2 Contracting Co. in the amount of \$236,770.

For Denial

I move to deny the award of the Contract and reevaluate the need for the project.

Reviewed and Approved for Presentation,



Town Manager



J&T Consulting, Inc.

Bid Tabulation
© 2023 J&T Consulting, Inc.

J-2 Contracting Co. Lillard and Clark Construction

Town of Johnstown
Johnstown Reservoir Pump
Station Generator Project
10/12/2023

Glacier Construction

Item #16.

Item Number	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<u>General Items</u>									
1	Project Mobilization/Demobilization	1	LS	\$17,500.00	\$17,500.00	\$26,000.00	\$26,000.00	\$40,000.00	\$40,000.00
2	Erosion Control, Complete in Place	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$12,200.00	\$12,200.00
3	Vacuum Truck/Probe Potholing	1	LS	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$9,600.00	\$9,600.00
4	Construction Staking	1	LS	\$3,400.00	\$3,400.00	\$5,000.00	\$5,000.00	\$3,700.00	\$3,700.00
5	Clearing, Grubbing, and Removal and Disposal of Tree	1	LS	\$3,900.00	\$3,900.00	\$9,000.00	\$9,000.00	\$9,600.00	\$9,600.00
6	Site Restoration of all Disturbed Areas with 6 in Thick Compacted Asphalt Millings, Including Furnishing and Installing Millings, Complete in Place	1	LS	\$8,300.00	\$8,300.00	\$11,000.00	\$11,000.00	\$19,000.00	\$19,000.00
General Items Subtotal					\$40,600.00		\$58,000.00		\$94,100.00
<u>Generator Infrastructure</u>									
7	Reinforced Concrete Generator and Block Wall Foundations, Including Concrete Anchor Plate Bearing Wall, Anchor Plates and Rods, Excavation, Scarifying and Recompactng Footing Subgrade, and Furnishing and Installing Compacted Structural Backfill, Complete in Place	1	LS	\$98,000.00	\$98,000.00	\$135,000.00	\$135,000.00	\$139,800.00	\$139,800.00
8	Reinforced CMU Block Wall, Complete in Place	1	LS	\$27,000.00	\$27,000.00	\$32,000.00	\$32,000.00	\$61,700.00	\$61,700.00
9	Installation of Generator onto Foundation, Complete in Place. Generator Will be Purchased by the Town. Contractor will be responsible from picking it up from Generator Source and Transporting it to the Site.	1	LS	\$18,600.00	\$18,600.00	\$18,000.00	\$18,000.00	\$30,200.00	\$30,200.00
10	Installation of Automatic Transfer Switch, Conduits, and Wiring, Including Connection to Generator, Relocation of Junction Box, and all Appurtenances, Complete in Place	1	LS	\$45,350.00	\$45,350.00	\$49,000.00	\$49,000.00	\$75,700.00	\$75,700.00
11	Instrumentation and Controls, Complete in Place. This work to be done by Browns Hill Engineering and Controls.	1	LS	\$7,220.00	\$7,220.00	\$7,000.00	\$7,000.00	\$6,900.00	\$6,900.00
Generator Infrastructure Subtotal					\$196,170.00		\$241,000.00		\$314,300.00
Project Total					\$236,770.00		\$299,000.00		\$408,400.00

Project Manual
ISSUED FOR BID

FOR:
JOHNSTOWN RESERVOIR PUMP STATION GENERATOR
WELD COUNTY, COLORADO

SEPTEMBER, 2023

PREPARED FOR:



Johnstown
Colorado

450 S PARISH AVE.
JOHNSTOWN, CO 80534

Bid Submittal - J-2 Contracting Co, Inc.

PREPARED BY:



J&T Consulting, Inc.

305 DENVER AVENUE – SUITE D
FORT LUPTON, CO 80621
PHONE: 303-857-6222

SECTION 00 41 43

BID FORM



J&T Consulting, Inc.

Town of Johnstown

Johnstown Reservoir Pump Station Generator
9/21/2023

Bid Schedule
© 2023 **J&T Consulting, Inc.**

Item Number	Description	Quantity	Unit	Unit Price	Total Price
General Items					
1	Project Mobilization/Demobilization	1	LS	17,500.00	17,500.00
2	Erosion Control, Complete in Place	1	LS	5000.00	5000.00
3	Vacuum Truck/Probe Potholing	1	LS	2500.00	2500.00
4	Construction Staking	1	LS	3400.00	3400.00
5	Clearing, Grubbing, and Removal and Disposal of Tree	1	LS	3900.00	3900.00
6	Site Restoration of all Disturbed Areas with 6 in Thick Compacted Asphalt Millings, Including Furnishing and Installing Millings, Complete in Place	1	LS	8300.00	8300.00
General Items Subtotal					40,600.00

Generator Infrastructure					
7	Reinforced Concrete Generator and Block Wall Foundations, Including Concrete Anchor Plate Bearing Wall, Anchor Plates and Rods, Excavation, Scarifying and Recompact Footing Subgrade, and Furnishing and Installing Compacted Structural Backfill, Complete in Place	1	LS	98,000.00	98,000.00
8	Reinforced CMU Block Wall, Complete in Place	1	LS	27,000.00	27,000.00
9	Installation of Generator onto Foundation, Complete in Place. Generator Will be Purchased by the Town. Contractor will be responsible from picking it up from Generator Source and Transporting it to the Site.	1	LS	18,600.00	18,600.00
10	Installation of Automatic Transfer Switch, Conduits, and Wiring, Including Connection to Generator, Relocation of Junction Box, and all Appurtenances, Complete in Place	1	LS	45,350.00	45,350.00
11	Instrumentation and Controls, Complete in Place. This work to be done by Browns Hill Engineering and Controls.	1	LS	7220.00	7220.00
Generator Infrastructure Subtotal					196,170.00

Project Total **236,770.00**

Note: Generator Source, Electrical Contractor, and Browns Hill shall be on-site for generator start up and training.

Total Price in Words Two hundred thirty six thousand seven hundred seventy dollars and zero cents.

This bid schedule is understood to be all inclusive of the work shown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

Signature  CHARLES W. BROWN VP

Company J-2 Contracting Co. Inc

END OF SECTION

00 41 43 - 2

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

J-2 Contracting Co., Inc.
105 Coronado Court, Suite A-101
Fort Collins, CO 80525

SURETY (Name and Address of Principal Place of Business):

Amerisure Mutual Insurance Company
PO Box 9098
Farmington Hills, MI 48333-9098

OWNER (Name and Address):

Town of Johnstown
450 S Parish Ave.
Johnstown, CO 80534

BID

Bid Due Date: **October 12, 2023**

Description (Project Name and Include Location): **Johnstown Reservoir Pump Station Generator
Johnstown, Colorado**

BOND

Bond Number: **N/A**

Date (Not earlier than Bid due date): **October 12, 2023**

Penal sum Five Percent (5%) of Total Bid Amount (Words) \$ _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

J-2 Contracting Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By: 
Signature

CHANCE W. BROWN VP
Print Name

VICE PRESIDENT
Title

Attest: 
Signature

Secretary
Title

Town of Johnstown
Johnstown Reservoir Pump Station Generator

SURETY

Amerisure Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Dulce Huggins
Print Name

Attorney-in-Fact
Title

Attest: 
Signature

Witness
Title

BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

RUSSELL LEAR, KEVIN BAIRD, DULCE HUGGINS, SHAROLYN LOPEZ,

JULIE RUSSELL-WARNER, KELLY URWILLER, ROYAL LOVELL and BRETT KEMP

of Flood & Peterson Insurance, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: Michael A. Ito, Senior Vice President Surety

By: Aaron Green, Vice President Surety

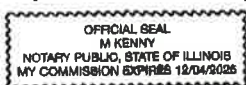


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of October, 2023.

Christopher M. Spaude

Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 00 45 13

PROPOSED SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS

Herewith is the list of subcontractors referenced in the bid submitted by:

(Bidder) J-2 Contracting Co. Inc.

To: (Owner) Town of Johnstown

Dated 10/12/23... and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT	NAME
Electrical	Eckstine Electric Company
Block Wall (Masonry)	MJ Masonry
Structural Concrete	SCS Structural Concrete Company

END OF SECTION

SECTION 00 45 19

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Colorado
COUNTY OF Larimer


Chance Brown, being first duly sworn, deposes and says that:

- (1) He is the Vice President of J-2 Contracting Co., Inc, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Johnstown or persons interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:


Chance Brown
Vice President

Subscribed and sworn to before me this 11th day of October, 2023, by
Chance Brown, as
(Affiant)
Vice President, of J-2 Contracting Co, Inc, a
(title) (Bidder)
corporation, organized pursuant to
(corporation or partnership)
the laws of the State of Colorado.

My Commission Expires March 12, 2025

Notary Public



Town of Johnstown
Johnstown Reservoir Pump Station Generator

NONCOLLUSION AFFIDAVIT
OF PRIME BIDDER

ADDENDUM NO. 1

PROJECT TITLE: Johnstown Reservoir Pump Station Generator Project

To: ALL BIDDERS

Date: September 28, 2023

The purpose of this Addendum is:

This Addendum incorporates date changes to the instructions to bidders and the invitation to bid.

The Bid Date has been extended to Thursday, October 12, 2023 at 2:00 PM. The questions Attendee List for Mandatory Pre-Bid Meeting

CHANGES TO CONTRACT DOCUMENTS ATTACHED TO THIS ADDENDUM:

- Invitation to Bid has been revised.

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By: Vice President
Title

 CHANCE W. BROWN

ATTEST:  BIDDER:

Chance Brown

Date: October 11, 2023
Company: J-2 Contracting Co., Inc

Address: 105 Coronado Ct. A-101
Fort Collins, CO 80525

SECTION 00 11 16

INVITATION TO BID

PDF copies of the bids should be submitted via email to J.C. York at jcyork@j-tconsulting.com by 2:00 P.M., local time, October 12, 2023, for the Johnstown Reservoir Pump Station Generator.

A Pre-Bid conference will be held on-site September 27, 2023 at 10:00 A.M. The conference is mandatory.

The work to be performed for the Johnstown Reservoir Pump Station Generator Project generally consists of installing a new generator, automatic transfer switch, electrical conduits and wiring, performing startup procedures, concrete generator slab foundation, concrete masonry unit (CMU) wall, CMU wall foundation; excavation, dewatering, and backfilling; grading; connections to existing facilities and facilities constructed by others; miscellaneous work and cleanup. The Town and the Engineer will be providing construction observations during construction. Construction material testing will be required and paid for by the Town.

All bids must be in accordance with the Contract Documents on file at the Town Hall, 450 South Parish Avenue, Johnstown, CO 80534.

Copies of the Contract Documents for use in preparing Bids may be obtained from: J&T Consulting, Inc., 305 Denver Avenue, Suite D, Fort Lupton, Colorado 80621. Please contact J.C. York, P.E. by phone at (970) 222-9530 or by e-mail at jcyork@j-tconsulting.com to receive a copy of the bid documents electronically at no charge.

Questions concerning the Contract Documents shall be directed in writing to J.C. York, P.E., at the above email address. Questions will be accepted until 5:00 P.M., October 5, 2023.

Bids will be received on a unit price basis. A Bid award is anticipated by October 16, 2023 and it is anticipated that execution of Contract Documents will be on or before October 23, 2023. Substantial Completion of the Work is required by April 23, 2024. Final Completion of the Work is required by October 23, 2024.

A Bid Bond and Performance and Payment Bonds will be required.

Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to waive informalities.

00 11 16 - 1

ADDENDUM NO. 2

PROJECT TITLE: Johnstown Reservoir Pump Station Generator Project

To: ALL BIDDERSDate: October 6, 2023

The purpose of this Addendum is:

This Addendum incorporates answers to questions from bidders.

Questions from Bidders

1. The ATS specifications 16280-2 that says the Generator Supplier is supposed to supply the ATS. During the pre-bid we were told the Electrical Contractor is supposed to provide the ATS.

RESPONSE: The Electrical Contractor shall supply the ATS not the generator supplier.

2. Who is supplying the generator? What is the make and model of the generator?

RESPONSE: The generator is being supplied by Generator Source. Please contact Eric Geisler for details on picking up or taking delivery of the generator. Contractor is responsible for transport of the generator to the job site and installation. The make and model of the generator is a 2023 MTU DS200 (200 kW) 480 Volt 3 Phase Power. Generator Source will also be changing the leads and providing a single 300 amp breaker so the generator is 480 volt power.

GENERATOR SOURCE – BRIGHTON, CO

Eric Geisler

Sales and Purchasing Representative

<https://www.generatorsource.com/>

D: 303-558-8407

3. Can an existing as-built plan view of the interior pump station be provided? Scope associated with the PLC connections requires new conduit/wire, so looking to confirm these approximate lengths/runs.

RESPONSE: The as-built drawings are provided in the attachments.

INFORMATION ON THE GENERATOR ATTACHED TO THIS ADDENDUM:

- OPERATIONS AND MAINTENANCE MANUAL FOR GENERATOR
- GENERATOR INFORMATION PROVIDED BY GENERATOR SOURCE
- AS-BUILT DRAWINGS FOR PUMP STATION

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By: Vice President
Title

 CHANCE W. BROWN

ATTEST:  BIDDER:

Chance Brown

Date: October 11, 2023

Company: J-2 Contracting Co., Inc

Address: 105 Coronado Ct. A-101

Fort Collins, CO 80525

LILLARD & CLARK

Item #16.

SECTION 00 41 43

BID FORM

Town of Johnstown
Johnstown Reservoir Pump Station Generator

00 41 43 - 1

BID FORM

340



J&T Consulting, Inc.

Town of Johnstown

Johnstown Reservoir Pump Station Generator
9/21/2023

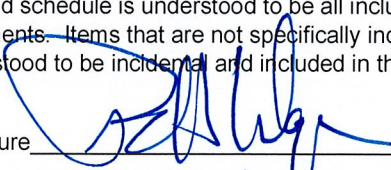
Bid Schedule
© 2023, **J&T Consulting, Inc.**

Item Number	Description	Quantity	Unit	Unit Price	Total Price
General Items					
1	Project Mobilization/Demobilization	1	LS	\$26,000 ⁻	\$26,000 ⁻
2	Erosion Control, Complete in Place	1	LS	\$4,000 ⁻	\$4,000 ⁻
3	Vacuum Truck/Probe Potholing	1	LS	\$3,000 ⁻	\$3,000 ⁻
4	Construction Staking	1	LS	\$5,000 ⁻	\$5,000 ⁻
5	Clearing, Grubbing, and Removal and Disposal of Tree	1	LS	\$9,000 ⁻	\$9,000 ⁻
6	Site Restoration of all Disturbed Areas with 6 in Thick Compacted Asphalt Millings, Including Furnishing and Installing Millings, Complete in Place	1	LS	\$11,000 ⁻	\$11,000 ⁻
General Items Subtotal					\$58,000⁻
Generator Infrastructure					
7	Reinforced Concrete Generator and Block Wall Foundations, Including Concrete Anchor Plate Bearing Wall, Anchor Plates and Rods, Excavation, Scarifying and Recompacting Footing Subgrade, and Furnishing and Installing Compacted Structural Backfill, Complete in Place	1	LS	\$135,000 ⁻	\$135,000 ⁻
8	Reinforced CMU Block Wall, Complete in Place	1	LS	\$32,000 ⁻	\$32,000 ⁻
9	Installation of Generator onto Foundation, Complete in Place. Generator Will be Purchased by the Town. Contractor will be responsible from picking it up from Generator Source and Transporting it to the Site.	1	LS	\$18,000 ⁻	\$18,000 ⁻
10	Installation of Automatic Transfer Switch, Conduits, and Wiring, Including Connection to Generator, Relocation of Junction Box, and all Appurtenances, Complete in Place	1	LS	\$49,000 ⁻	\$49,000 ⁻
11	Instrumentation and Controls, Complete in Place. This work to be done by Browns Hill Engineering and Controls.	1	LS	\$7,000 ⁻	\$7,000 ⁻
Generator Infrastructure Subtotal					\$241,000⁻
Project Total					\$299,000⁻

Note: Generator Source, Electrical Contractor, and Browns Hill shall be on-site for generator start up and training.

Total Price in Words Two hundred ninety nine thousand and ⁰⁰/₁₀₀

This bid schedule is understood to be all inclusive of the work shown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

Signature  Paul Wagner, President

Company LILLARD & CLARK CONSTRUCTION

END OF SECTION

00 41 43 - 2

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Lillard & Clark Construction Company, Inc.
3775 S. Knox Court
Sheridan, CO 80236

SURETY (Name and Address of Principal Place of Business):

Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155

OWNER (Name and Address):

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

BID

Bid Due Date: October 12, 2023

Description (Project Name and Include Location): Johnstown Reservoir Pump Station Generator, Weld County, CO

BOND

Bond Number: BID BOND

Date (Not earlier than Bid due date): October 6, 2023

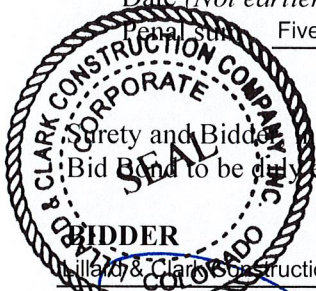
Penal sum Five Percent of the Total Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.



Lillard & Clark Construction Company, Inc.

(Seal)

SURETY

Hartford Accident and Indemnity Company

(Seal)



Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

PAUL WAGNER

Print Name

PRESIDENT

Title

Attest:

Signature

Witness

Title

By:

Signature (Attach Power of Attorney)

Jessica Jean Rini

Print Name

Attorney-in-Fact

Title

Attest:

Signature

V. Rini, Surety Witness

Title

Town of Johnstown
Johnstown Reservoir Pump Station Generator

BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC
Agency Code: 34-346205

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Mary Ashley Allen, Donald E. Appleby, Todd Bengford, Sarah C. Brown, Megan A. Brown, Jessica Jean Rini, Mark Sweigart of GREENWOOD VILLAGE, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 6, 2023

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SECTION 00 45 13

PROPOSED SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS

Herewith is the list of subcontractors referenced in the bid submitted by:

(Bidder) LILARD & CLARK CONST

To: (Owner) Town of Johnstown

Dated 10/12/23 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT	NAME
ELECTRICAL	Eckstine
MASONRY	Del's Masonry

END OF SECTION

SECTION 00 45 19

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Colorado
COUNTY OF Arapahoe

PAUL WAGNER, being first duly sworn, deposes and says that:

- (1) He is the PRESIDENT of LILLARD & CLARK CONST., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Johnstown or persons interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: [Signature]

Subscribed and sworn to before me this 12TH day of OCTOBER, 2023, by
PAUL WAGNER, as
(Affiant)
PRESIDENT, of LILLARD & CLARK CONST., a
(title) (Bidder)
CORPORATION, organized pursuant to
(corporation or partnership)
the laws of the State of COLORADO.

LISA JEAN SMITH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024036879
MY COMMISSION EXPIRES NOVEMBER 28, 2026

Lisa Jean Smith
Notary Public

My Commission Expires November 28, 2026

Town of Johnstown
Johnstown Reservoir Pump Station Generator

NONCOLLUSION AFFIDAVIT
OF PRIME BIDDER

ADDENDUM NO. 1

PROJECT TITLE: Johnstown Reservoir Pump Station Generator Project

To: ALL BIDDERS

Date: September 28, 2023

The purpose of this Addendum is:

This Addendum incorporates date changes to the instructions to bidders and the invitation to bid.

The Bid Date has been extended to Thursday, October 12, 2023 at 2:00 PM. The questions Attendee List for Mandatory Pre-Bid Meeting

CHANGES TO CONTRACT DOCUMENTS ATTACHED TO THIS ADDENDUM:

- Invitation to Bid has been revised.

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By:

[Signature]
Title

ATTEST:

[Signature]

BIDDER:

Date:

10/12/23

Company:

LILIAN & CLARK

Address:

3775 S KIMB CT.

DENVER, CO 80236

ADDENDUM NO. 2

PROJECT TITLE: Johnstown Reservoir Pump Station Generator Project

To: ALL BIDDERS

Date: October 6, 2023

The purpose of this Addendum is:

This Addendum incorporates answers to questions from bidders.

Questions from Bidders

1. The ATS specifications 16280-2 that says the Generator Supplier is supposed to supply the ATS. During the pre-bid we were told the Electrical Contractor is supposed to provide the ATS.

RESPONSE: The Electrical Contractor shall supply the ATS not the generator supplier.

2. Who is supplying the generator? What is the make and model of the generator?

RESPONSE: The generator is being supplied by Generator Source. Please contact Eric Geisler for details on picking up or taking delivery of the generator. Contractor is responsible for transport of the generator to the job site and installation. The make and model of the generator is a 2023 MTU DS200 (200 kW) 480 Volt 3 Phase Power. Generator Source will also be changing the leads and providing a single 300 amp breaker so the generator is 480 volt power.

GENERATOR SOURCE – BRIGHTON, CO

Eric Geisler

Sales and Purchasing Representative

<https://www.generatorsource.com/>

D: 303-558-8407

3. Can an existing as-built plan view of the interior pump station be provided? Scope associated with the PLC connections requires new conduit/wire, so looking to confirm these approximate lengths/runs.

RESPONSE: The as-built drawings are provided in the attachments.

INFORMATION ON THE GENERATOR ATTACHED TO THIS ADDENDUM:

- OPERATIONS AND MAINTENANCE MANUAL FOR GENERATOR
- GENERATOR INFORMATION PROVIDED BY GENERATOR SOURCE
- AS-BUILT DRAWINGS FOR PUMP STATION

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By: [Signature]
Title

ATTEST: [Signature]

BIDDER:

Date: 10/12/23
Company: Livorno & Clark

Address: 3775 S. Knox Ct.
DENVER CO 80236



J&T Consulting, Inc.

Town of Johnstown

Johnstown Reservoir Pump Station Generator

9/21/2023

Bid Schedule
© 2023 **J&T Consulting, Inc.**

Item Number	Description	Quantity	Unit	Unit Price	Total Price
General Items					
1	Project Mobilization/Demobilization	1	LS	\$40,000.00	\$40,000.00
2	Erosion Control, Complete in Place	1	LS	\$12,200.00	\$12,200.00
3	Vacuum Truck/Probe Potholing	1	LS	\$9,600.00	\$9,600.00
4	Construction Staking	1	LS	\$3,700.00	\$3,700.00
5	Clearing, Grubbing, and Removal and Disposal of Tree	1	LS	\$9,600.00	\$9,600.00
6	Site Restoration of all Disturbed Areas with 6 in Thick Compacted Asphalt Millings, Including Furnishing and Installing Millings, Complete in Place	1	LS	\$19,000.00	\$19,000.00
General Items Subtotal					\$94,100.00

Generator Infrastructure					
7	Reinforced Concrete Generator and Block Wall Foundations, Including Concrete Anchor Plate Bearing Wall, Anchor Plates and Rods, Excavation, Scarifying and Recompacting Footing Subgrade, and Furnishing and Installing Compacted Structural Backfill, Complete in Place	1	LS	\$139,800.00	\$139,800.00
8	Reinforced CMU Block Wall, Complete in Place	1	LS	\$61,700.00	\$61,700.00
9	Installation of Generator onto Foundation, Complete in Place. Generator Will be Purchased by the Town. Contractor will be responsible from picking it up from Generator Source and Transporting it to the Site.	1	LS	\$30,200.00	\$30,200.00
10	Installation of Automatic Transfer Switch, Conduits, and Wiring, Including Connection to Generator, Relocation of Junction Box, and all Appurtenances, Complete in Place	1	LS	\$75,700.00	\$75,700.00
11	Instrumentation and Controls, Complete in Place. This work to be done by Browns Hill Engineering and Controls.	1	LS	\$6,900.00	\$6,900.00
Generator Infrastructure Subtotal					\$314,300.00

Project Total **\$408,400.00**

Note: Generator Source, Electrical Contractor, and Browns Hill shall be on-site for generator start up and training.

Total Price in Words Four Hundred Eight Thousand, Four Hundred Dollars and Zero Cents.

This bid schedule is understood to be all inclusive of the work shown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

Signature  Randall L Wambsganss, President

Company Glacier Construction Co., Inc.

SECTION 00 45 13

PROPOSED SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS

Herewith is the list of subcontractors referenced in the bid submitted by:

(Bidder) Glacier Construction Co., Inc.

To: (Owner) Town of Johnstown

Dated 10/12/2023 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT	NAME
Electrical Scope	Eckstine Electric
Masonry	Phoenix Masonry

END OF SECTION

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Glacier Construction Co., Inc.
9801 East Easter Avenue
Centennial, CO 80112

SURETY (Name and Address of Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

OWNER (Name and Address):

Town of Johnstown, Colorado
450 South Parish Avenue
Johnstown, CO 80534

BID

Bid Due Date: October 12, 2023

Description (Project Name and Include Location): Johnstown Reservoir Pump Station Generator,
Johnstown, Colorado

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): October 12, 2023

Penal sum Five Percent of Total Amount Bid \$ (---5%---
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Glacier Construction Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By: 
Signature

Randall L. Wambsganss
Print Name

President
Title

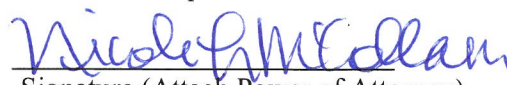
Attest: By: 
Signature

Aaron Karraker, Vice President
Title

Town of Johnstown
Johnstown Reservoir Pump Station Generator

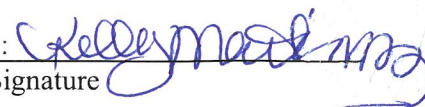
SURETY

Hartford Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Nicole L. McCollam
Print Name

Attorney-in-Fact
Title

Witness:
Attest: By: 
Signature

Kelly Martinez, Surety Witness
Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 34-340140

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Jennifer L. Clampert, Amy Coonts, David Dondlinger, Michael Lischer Jr., Ashlea McCaughey, Nicole L. McCollam, Lindsey Minutillo, Brandi J. Tetley, Danielle Waring of DENVER, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 12, 2023

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent of the Bid may be rejected.

By: Randall L Wambsganss, President
Title



ATTEST: _____ BIDDER:
Aaron Karraker, Vice President

Glacier Construction Co., Inc.

Date: 9/29/23


Company: Glacier Construction Co., Inc.

Address: 9801 East Easter

Avenue Centennial, CO 80112

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent of the Bid may be rejected.

By: Randall L Wambsganss, President
Title



ATTEST: Aaron Karraker, Vice President

BIDDER: Glacier Construction Co., Inc.

Date: 10/6/23
Company: Glacier Construction Co., Inc.

Address: 9801 East Easter
Avenue Centennial, CO 80112

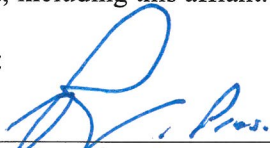
SECTION 00 45 19

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Colorado
COUNTY OF Arapahoe

Randall L Wambsganss, being first duly sworn, deposes and says that:

- (1) He is the President of Glacier Construction Co., Inc., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Johnstown or persons interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

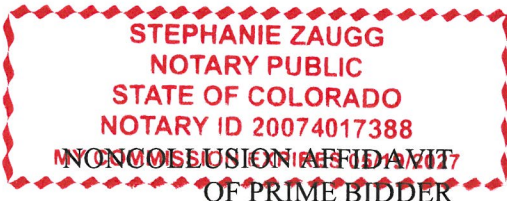
Signed: 
Randall L Wambsganss, President

Subscribed and sworn to before me this 12 day of October, 2023 by
Randall L Wambsganss, as

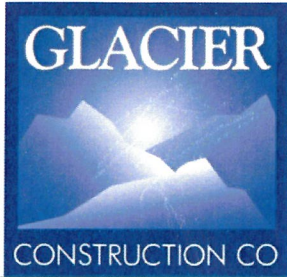
(Affiant)
President, of Glacier Construction Co., a Inc.
(title) (Bidder)
Glacier Construction Co., Inc, organized pursuant to
(corporation or partnership)
the laws of the State of Colorado.


Notary Public

My Commission Expires 5/19/2027



Town of Johnstown
Johnstown Reservoir Pump Station Generator



9801 East Easter Avenue • Centennial, Colorado 80112
Phone (303) 221-5383 • Fax (303) 221-5385 • rw@gcci.com

Glacier Construction Co., Inc. hereby authorizes Randall L. Wambsganss to sign any and all corporate documents on behalf of Glacier Construction Co., Inc.

Dated this 12th day of October, 2023
BY: [Signature]
TITLE: Randall L. Wambsganss, President
ATTEST: [Signature]
TITLE: Aaron Karraker, Vice President
ADDRESS: 9801 East Easter Avenue
Centennial, Colorado 80112
STATE OF INCORPORATION: Colorado

(SEAL)

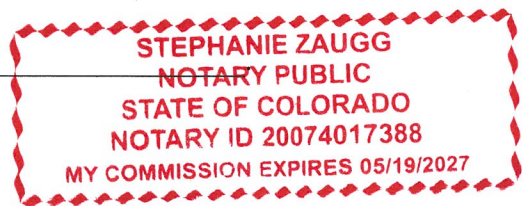


(State of Colorado)

(County of Arapahoe)

The foregoing release was subscribed and sworn to before me this 12th day of October, 2023, by Randall L. Wambsganss, as President of Glacier Construction Co., Inc.

[Signature]
(Notary Public Signature)
My Commission Expires: 5/19/2027



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GLACIER CONSTRUCTION CO., INC.

is a
Corporation

formed or registered on 07/25/1997 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19971117982 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2023 that have been posted, and by documents delivered to this office electronically through 10/06/2023 @ 14:15:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/06/2023 @ 14:15:24 in accordance with applicable law. This certificate is assigned Confirmation Number 15382480 .



Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

SECTION 00 52 43

AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 2023, by and between the Town of Johnstown, a Colorado home rule municipal corporation (hereinafter called “Town” or “Owner”), and J-2 Contracting Company, a Colorado corporation (hereinafter called “Contractor”). This Agreement is referred to herein as either the “Agreement” or the “Contract”.

In consideration of the mutual covenants and obligations hereinafter set forth, it is agreed by and between the parties hereto as follows:

Article 1. Contract Documents. The Contract Documents consist of this Agreement, exhibits to this Agreement, the conditions of the Contract (General, Supplementary, and other conditions), the Drawings, Specifications, Notice of Award, Notice to Proceed, Contractor’s Bid, and Addenda issued prior to, and all modifications issued after execution of, this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement.

Article 2. Contractor’s Representations.

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

- a. Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- b. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.03 of the General Conditions.
- c. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- d. Contractor has given Owner written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

Article 3. Assignment. It is understood that the Owner enters into this Agreement based on the special abilities and representations of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities, nor delegate any duties arising under this Agreement without the prior written consent of the Owner.

Article 4. Scope of Work. Contractor shall provide all necessary labor, supervision, equipment, tools, and materials. Contractor acknowledges it has reviewed and agrees to comply with the terms of this Agreement. The Work is generally described as follows:

Installing a new owner supplied generator, automatic transfer switch, electrical conduits and wiring, performing startup procedures, concrete generator slab foundation, concrete masonry unit (CMU) wall, CMU wall foundation; excavation, dewatering, and backfilling; grading; connections to existing facilities and facilities constructed by others; miscellaneous work and cleanup for the Johnstown Reservoir Pump Station Generator project.

Article 5. Time of Completion.

- a. Contractor shall commence the Work within seven (7) days after issuance of the Notice to Proceed (December 4th 2023) and shall achieve Substantial Completion of the Work within 180 calendar days following the Notice to Proceed (June 1st 2024). Final completion of the Work, evidenced by the Town's issuance of Notice of Construction Acceptance, shall be attained 180 days after Substantial Completion (December 4th 2024). Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto. Weather days that result in no work being performed by the Contractor, which are agreed to in writing by Owner or Engineer and set forth in a Change Order, shall be added to the 180 calendar days.

Liquidated Damages. The Town and the Contractor recognize that time is of the essence in this Contract and that the Town will suffer financial loss if the Work is not substantially complete within the time specified in paragraph above in addition to extensions, if any, allowed by the Town by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the Town if the Work is not substantially complete and then finally complete on time. Accordingly, rather than requiring any such proof, the Town and the Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Town One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in the paragraph above for Substantial Completion and then for final completion until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the Town for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. The Town may withhold all, or any part of, such liquidated damages from any payment due the Contractor.

Article 6. Contract Sum. The Owner shall pay Contractor for completion of the Work, in accordance with the Contract Documents, the unit price basis at the rates for the respective items on the Bid Schedule, attached as "Exhibit A". The total amount of the individual work items shall be: \$236,770.00.

Article 7. Payment Procedures. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in Article 14 of the General Conditions.

- a. Progress Payments. All progress payments will be on the basis of the progress of the Work as established in the Section 2.07 of the General Conditions and in the case of Unit Price Work, based on the number of units completed.
- b. Retainage. Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:
 - (1) Retention of five percent (5%) of payments authorized until the Work is complete.
 - (2) Upon final completion and acceptance of the Work, all retained amounts will be released to Contractor under the terms and conditions governing final payment. Consent of the Surety shall be obtained before retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.
 - (3) Retainage shall apply to materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing upon which Contractor requests progress payment.
 - (4) Retainage withheld by the Owner shall not be subject to substitution by the Contractor with securities or any arrangements involving an escrow or custodianship therefore.

Article 8. Hazardous Materials. The parties shall deal with hazardous materials and environmental conditions at the Site in accordance with Section 4.06 of the General Conditions.

Article 9. Performance Guarantee.

- a. The Contractor shall fully and faithfully comply with all terms of this Contract for the Work described herein and hereby guarantees the workmanship and materials for a period of two years, commencing on the date of the Owner and Town's final acceptance of the Work in the form of the Notice of Construction Acceptance. Contractor agrees to repair or replace, any workmanship or materials that become defective, within said two-year period, even though notice thereof may be given by the Owner after the issuance of the Notice of Construction Acceptance. Repairs or replacement shall be at the Contractor's sole cost and expense. The necessity of repairs or replacement is at the sole determination of the Owner.
- b. The Contractor shall fully and faithfully discharge the Contractor's obligation with respect to the Work during the installation and construction period and with respect to those that may arise as a result of the Contractor's two-year guaranty.
- c. The performance and completion of the warranty work are to be further guaranteed by Performance, Payment and Guarantee Bonds in an amount at least equal to the Contract Price, in the form and substance attached herewith.

Article 10. Owner's Representative. The Resident Project Representative (RPR) shall be

Owner’s representative at the Site and shall be an employee of the Engineer, shall act as directed by and under the supervision of the Engineer, and shall confer with Engineer and, when appropriate, Owner regarding RPR’s actions in accordance with the Supplementary Conditions, Article 9.

Article 11. Notice. Any notice to be sent pursuant to this Agreement shall be deemed delivered if mailed to the other party at the following addresses. Any such notice shall be sent certified or registered mail, return receipt requested, postage prepaid or sent via e-mail delivery on the condition that the intended recipient acknowledges receipt thereof.

- Contractor: Chris M. Leone
J-2 Contracting Company
105 Coronado Court, Unit A101,
Fort Collins, CO 80525
Email: chrisleone@j2contracting.com
- Engineer: J.C. York, P.E.
J&T Consulting, Inc.
305 Denver Avenue, Suite D
Fort Lupton, CO 80621
Email: jcyork@j-tconsulting.com
- Owner: Town of Johnstown
Attn: Ellen Hilbig, Utilities Director
450 South Parish Avenue
Johnstown, CO 80534
Email: ehilbig@johnstownco.gov

Article 12. Colorado Labor Preference. In accordance with C.R.S. § 8-17-101, et. seq., Colorado labor shall be employed to perform the Work as provided by law.

Article 13. Bid Preference - Public Projects. In accordance with C.R.S. § 8-19-101, et. seq., Colorado resident bidders shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given are required by the state or foreign country in which the nonresident bidder is a resident to perform the Work as provided by law.

Article 14. Discrimination and Affirmative Action. The Contractor agrees to comply with the letter and spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

Article 15. Bribery and Corrupt Influences; Abuse of Public Office. The signatories hereto aver that they are familiar with C.R.S. § 18-8-301, et. seq. (Bribery and Corrupt Influences), and C.R.S. § 18-8-401, et. seq. (Abuse of Public Office), and that no violation of such provisions is present.

Article 16. [Intentionally omitted.]

Article 17. Binding on Successors. Except as herein otherwise provided, this Contract shall

inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 18. Attorney Fees. If Contractor fails to comply with the terms and conditions of the Contract Documents and any judicial proceedings are 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.

Article 19. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the Owner as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

Article 20. Complete Agreement; Amendment. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings or agreements concerning the subject matter hereunder are hereby canceled. No modification, change or alteration of the Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto.

Article 21. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal, state and local laws that have been or may hereafter be established.

Article 22. Venue, Governing Law. The venue in any and all legal actions regarding or arising out of the Agreement covered herein shall be solely in the district court in and for the County of Weld, State of Colorado. This Agreement shall be governed by the laws of the State of Colorado.

Article 23. Partial Invalidity. If any provision of this Agreement is in violation of any statute or rule of law of the State of Colorado, then such provision shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

Article 24. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument. This Contract is to be executed in quadruplicate.

Article 25. OSHA Requirements. Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this Contract. Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state and local regulations, the more stringent provision shall prevail. Contractor acknowledges and agrees that with respect to the scope of Work under this Contract, it shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

Article 26. No Waiver of Governmental Immunity. The Owner, the Town of Johnstown, its elected officials, officers and employees are relying upon, and do not waive or intend to waive by any provision in this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the Town. Nothing herein shall operate as a waiver of any right the Town of Johnstown has of governmental immunity under Colorado law which is specifically herein reserved.

Article 27. 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.

Article 28. Indemnification by Contractor. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement. Expenses shall include all out-of-pocket expenses, attorney fees, expert costs and related litigation fees.

Article 29. Approval required. This Agreement is subject to the final approval of the Johnstown Town Council and signature by the Mayor of Johnstown.

Article 30. 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.

Article 31. Miscellaneous.

- a. Capitalized terms used in this Contract defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

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

TOWN OF JOHNSTOWN

J-2 CONTRACTING COMPANY

Troy D. Mellon, Mayor

Title:_____

ATTEST:_____

ATTEST:_____

Hannah Hill, Town Clerk

Corporate Secretary

CONTRACTOR NOTARY BLOCK

STATE OF COLORADO)

)ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by _____ as _____ of J-2 Contracting Company.

My commission expires:

Witness my hand and official seal.

Notary Public

SECTION 00 73 00

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect. These Supplemental Conditions supersede the General Conditions.

The terms used in these Supplementary conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS

SC-1.01A.19 Add the following sentence at the end of Paragraph 1.01.A.19:

The title of Architect as used in the Contract Documents refers to the Engineer.

SC-1.01A.27 Add a new Paragraph 1.01A.27.A:

27.A - Notice of Construction Acceptance – The written notice by the Owner to the Contractor that the Work is complete.

SC-1.01A.34 Add the following sentence at the end of Paragraph 1.01.A.34:

The Project Manual also includes the bidding requirements, Contract Forms, General Conditions of the Contract, Supplemental Conditions and Specifications.

SC-1.01A.50 Add the following sentence at the end of Paragraph 1.01.A.50:

Work shall also include the materials and equipment provided by Contractor or equipment as provided by Owner for installation by Contractor.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delete Paragraph 2.01 B. in its entirety and insert the following:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may redact any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02A. Delete Paragraph 2.02A in its entirety and insert the following in its place:

Owner shall furnish to Contractor only electronic copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents shall be furnished upon request at the cost of reproduction..

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.01 Amend Paragraph 5.01.A. as follows:

Replace “one year” with “two years.”

SC-5.01 Add the following new paragraph immediately after Paragraph 5.01.C:

- D. In addition to the performance bond specified in the General Conditions, Contractor shall furnish Labor and Material Payment Bonds and Insurance Certificates. Owner and Engineer reserve the right to reject surety providing performance and payment bonds or other bonds as specified in the Contract Documents. The Agreement shall not be executed until surety is acceptable to Owner and Engineer.

SC-5.02.A Delete Paragraph 5.02. A in its entirety and insert the following:

- A. All bonds and insurance required by the Contact Documents to be purchased and maintained by the Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Colorado and must be countersigned by an agent who is a resident of the State of Colorado and must be accompanied by a certified copy of the authority to act for the surety and authority to transact business in the State of Colorado. Excepting any Colorado public entity self-insurance pool, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better. Notwithstanding the foregoing, Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide

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worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-5.04 Add the following new paragraphs immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State of Colorado Statutory
- b. Applicable Federal: Statutory
- c. Employer’s Liability \$100,000 each accident
\$500,000 disease, policy limit
\$100,000 disease, each employee

2. Contractor’s General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$500,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
Bodily Injury and Property Damage \$2,000,000
Retention \$10,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Combined Single Limit of \$2,000,000

D. The Owner (Town of Johnstown), Engineer (J&T Consulting, Inc.), Owner’s Material Testing Company (Cesare, Inc.), and property owners (as listed in the Drawings) shall be named as additional insureds.

SC-5.06.A Delete Paragraph 5.06.A in its entirety.

SC-5.06.B Delete Paragraph 5.06.B

SC-5.07.B.1 Delete subparagraph 5.07.B.1 in its entirety. SC-5.09.A Delete Paragraph 5.09.A in its entirety and insert the following in its place:

A. If the Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Owner shall so notify the Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.01.B. Contractor shall provide to the Owner such additional information in respect of insurance. If Contractor does not purchase or maintain all of the Bonds and insurance required of Contractor by the Contract Documents, Contractor shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the Owner may elect to obtain equivalent Bonds or insurance to protect the Owner’s interests at the expense of the Contractor and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

SC-6.02 Add the following new paragraph immediately after Paragraph 6.02.B:

C. If Owner consents to Work outside regular working hours or on Saturdays, Sundays or legal holidays, Contractor shall be responsible for the cost of any overtime pay or other expense incurred by Owner, including but not limited to those for Engineer’s services (including those of the Resident Project Representative, if any), occasioned by the performance of Work at such times. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 14.

SC-6.06 Add the following new paragraph immediately after Paragraph 6.06.G:

H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor of Supplier.

SC-6.08 Add the following new paragraph immediately after Paragraph 6.08. A:

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- B. Contractor shall coordinate with all agencies as required in the Special Conditions for any and all permits required to complete the Work.

SC-6.10 Delete Paragraph 6.10 in its entirety and insert the following in its place:

- A. All sales to Owner in its governmental capacity only shall be exempt from sales and use tax pursuant to Section 39-26-704, C.R.S. Contractor shall apply with the Department of Revenue, Sales Tax for an exemption certificate pursuant to and purchase the materials for incorporation in this Project tax-free pursuant to Section 39-26-708, C.R.S. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-6.11.E Add the following new paragraph immediately after Paragraph 6.11.D:

- E. The responsibility for protection and safekeeping of equipment and materials on or near the Site is entirely that of Contractor, and no claim shall be made against Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by stored materials and equipment, Contractor shall immediately move the same. No materials or equipment may be placed upon Owner's property until Owner has agreed to the location contemplated by the Contractor to be used for storage.

SC-6.13 Add the following new paragraph immediately after Paragraph 6.13.F:

- H. Contractor shall comply with all state and federal laws, rules and regulations regarding Coronavirus 2019 (COVID-19). To the extent of an ambiguity or inconsistency therein, Contractor shall notify Owner and, unless Owner provides specific direction, act in a manner reasonably consistent with the state and federal laws, rules and regulations.

SC-6.17 Delete paragraphs 6.17.A, B, C, D, and E in their entirety and replace with the following:

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- A. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer shall record Engineer's time for reviewing subsequent submittals of Shop Drawings, Samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- B. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-6.20 Add the following new paragraph immediately after Paragraph 6.20.C:

- D. Governmental Immunities Act. The Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. § 24-10-101 et seq.) as from time to time amended, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) shall be Owner's representative at the Site and shall act as directed by and under the supervision of Owner, and Engineer regarding construction, inspection and observation. Where the Contract Documents require the Engineer to perform any act or function, this act or function shall be carried out by the RPR except when an interpretation of the Contract Documents, or a decision resolving claims is involved. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 - 1. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.

- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. Shop Drawings and Samples:
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. Modifications: Consider and evaluate Contractor's suggestions and modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. Review of Work and Rejection of Defective Work:
- a. Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. Inspections, Tests, and System Startups:
- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
9. Records:
- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
10. Reports:
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer and Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
13. Completion:
- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to the Engineer concerning acceptance and issuance of the Notice of Construction Acceptance.

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC-10.03.A.4. Add the following new paragraph immediately after Paragraph 10.03.A.3:

- 4. At the time of execution of a Change Order or written amendment to the Agreement, Owner and Contractor expressly acknowledge that said Change Order or written amendment provides for a fair and equitable adjustment in Contract Price and/or Contract Time for the additions, deletions, or revisions in the Work as authorized by said Change Order or written amendment. Owner and Contractor further expressly

acknowledge that later claims for adjustments to the Contract Price and/or Contract Time associated with said Change Order or written amendment are not valid.

SC-10.05.G Add the following new paragraphs immediately after Paragraph 10.05.F:

- G. Should Contractor cause damage to the Work or property of any separate contractor or subcontractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any separate contractor against the Contractor, Owner, or Engineer, the Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by pursuing legal recourse.

Contractor shall to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and/or Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court or arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner and/or Engineer.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.A Add the following language at the end of the last sentence of Paragraph 12.01A:

Changes in the Contract Price or Contract Time, which are agreed to by the parties by an appropriate, duly executed Change Order or written amendment to the Agreement shall constitute a full and final change or amendment to the Contract for any and all changes of which the Contractor is, or should have been, aware as of the date of the executed Change Order.

Accordingly, execution of a Change Order or written amendment to the Agreement by the Contractor shall constitute a waiver on the part of the Contractor of any further claims for changes in the Contract Price or Contract Time, which occurred or may have occurred up through the date of any executed Change Order or written amendment to the Agreement, whether such changes were expressly set forth in the executed change Order or not.

SC-12.03 Add the following new paragraph immediately after Paragraph 12.03.E.

- F. Time is an essential condition of the Contract. Should Contractor fail to achieve Substantial Completion and then final completion as set forth in the Agreement, Contractor shall pay to Owner, as liquidated damages and not as a penalty, the amounts set forth in the Agreement unless extensions of time granted by Owner expressly, waive liquidated damages in writing.

Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and

recover compensation for damages for nonperformance of this Contract within the time stipulated.

SC-12.03 Add the following new paragraph immediately after Paragraph 12.03.F:

- G. The Owner and Contractor are both aware that a substantial portion of the construction may be conducted during winter weather conditions, and that extremely variable and severe weather conditions are typical for the Site of the Work. The Contractor expressly agrees that the Contract Price is based on completion of the Work within the times specified in the Agreement and under weather conditions typically encountered during the contemplated construction period at the Site of the Work. For purposes of evaluating requests for extensions of time due to unusually severe weather conditions, the following conditions, and no others, will be considered unusually severe:
1. Precipitation exceeding the historical mean for the months of the construction period by more than one standard deviation;
 2. For winter construction, average temperature less than the historical mean for the months of the construction period by more than one standard deviation;
 3. For winter construction, number of days below freezing exceeding the historical mean for the months of the construction period by more than one standard deviation;
 4. Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the Work.
 5. For the purpose of determining mean conditions, all available data contained in the records of the National Weather Service for reporting from, as well as data available from the State Climatologist for the same areas. The Contractor further agrees that should a request for time extension due to unusually severe weather conditions be made, the Contractor shall submit all necessary historical and detailed daily data during the construction period to support the claim.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A In the first sentence, replace “one years” with “two years.”

SC-13.07 Add the following new paragraphs immediately after Paragraph 13.07.E:

- F. Nothing in the General Conditions concerning the correction period or otherwise shall establish a period of limitation with respect to any other obligation that Contractor has under the Contract Documents. The establishment of a time period relates only to the specific obligations of the Contractor to correct the

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Work and has no relationship to the time within which the Contractor’s obligations under the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than to specifically correct the Work.

- G. In Owner’s discretion, a warranty inspection shall be held during the sixty (60) day period prior to the expiration of the two-year warranty period. Contractor shall provide an authorized representative at such inspection to represent Contractor’s interests.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.1 Add the following as the last sentence of subparagraph 14.02.A.1:

Payment for materials and equipment not incorporated in the Work, but delivered and suitably stored, shall be based only upon the actual cost of such materials to Contractor, and shall not include any overhead or profit to Contractor.

SC-14.02.A.3 Add the following as the last sentence of subparagraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1 Delete Paragraph 14.02.C.1 in its entirety and replaced with the following:

- 1. Thirty days after presentation of an Application for Payment to Owner with Engineer’s recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

SC-14.02.D.3 Delete subparagraph 14.02.D.3 in its entirety and replace with the following:

- 3. Upon a subsequent determination that the Owner’s refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1, as amended, and subject to interest as provided in the Agreement from the date of said determination, to the date of payment.

SC-14.04.B Add the following new subparagraph to Paragraph 14.04.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount

owed, then Owner may impose a reasonable set-off against payments due under Article 14.

SC-14.07.A.1 Modify the first sentence of 14.07.A.1 as follows:

After Contractor has, in the opinion of Engineer and Owner, satisfactorily....

SC-14.07.C.1 Delete subparagraph 14.07.C.1 in its entirety and replace with the following:

- 1. The Owner shall make final payment to the Contractor in accordance with Section 14.07 of the General Conditions, except final payment shall not be due until forty-five (45) days after Owner approval of the final Application for Payment, or unless final payment is subject to statutory retention for unresolved claims as provided by C.R.S. § 38-26-107.

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01 A, B and C in their entirety and insert the following:

- A. In the event of any dispute or claim arising under or related to the Agreement, the parties agree to use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim, then the parties shall proceed to mediation as a condition precedent to litigation. If mediation is unsuccessful, the parties shall proceed to Weld County District Court. The Surety and any other party may be joined in the lawsuit following either party’s written request therefore.

ARTICLE 17 – MISCELLANEOUS

SC-17.01.A Add the following new paragraph immediately after Paragraph 17.01.A.2:

- 3. Notwithstanding the foregoing, notice of routine matters may be delivered by electronic mail on the condition that the intended recipient of the electronic mail acknowledges receipt thereof.

SC-17.07 Add the following new paragraphs immediately after Paragraph 17.06:

- A. Owner is the Town of Johnstown. All notices, letters and communication directed to Owner shall be addressed and delivered to Matt LeCerf, who is designated representative (below), with a copy to J&T Consulting, Inc., Engineer.

Town of Johnstown
 130 South Parish Avenue
 Johnstown, CO 80534
 Attention: Matt LeCerf, Town Manager

J&T Consulting, Inc.
 J.C. York, P.E.
 305 Denver Avenue, Suite D
 Fort Lupton, CO 80621

- B. All duties and responsibilities assigned to Engineer in the Contract Documents, with the corresponding rights and authority will be assumed by J&T Consulting, Inc. and their duly authorized agents. All notices, letters and communication directed to Engineer shall be addressed and delivered to address noted above.
- C. Owner may furnish a Resident Project Representative and assistants to aid Engineer in carrying out responsibilities at the Site. The duties, responsibilities, and limitations of authority of the Resident Project Representative are set forth in paragraph SC-9.03 of these Supplementary Conditions.
- D. The business addresses of Contractor given in the Agreement for the Work is hereby designated as the place to which all notices, letters, and other communication to Contractor will be delivered
- E. Either Owner, Contractor, or Engineer may change its address at any time by an instrument in writing delivered to the other parties.

SC-17.08 Add the following new paragraphs immediately after Paragraph 17.07:

The cross-referencing or specification sections referred to herein “”are intended as an aid to the Contractor and shall not relieve the Contractor from the Contractor’s responsibility to coordinate the Work under the Contract Documents. Listings of cross-references are not intended to be comprehensive. The omission of a cross-reference to an additional or related requirement shall not relieve the Contractor of his obligation to provide a complete Project.

SC-17.09 Claims for Consequential Damages. The Contractor waives Claims against the Owner for consequential damages arising out of or relating to the Contract. This waiver includes, but is not limited to damages incurred by the Contractor for principal and home office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work specifically performed.

SC-17.10 No Waiver.

- A. A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.
- B. Contractor understands and agrees that any waiver granted by Owner or Engineer of any term or provision of the Contract shall not constitute a precedent. Neither the acceptance of the Work by Engineer or Owner nor the payment of all or part

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of the sum due Contractor hereunder shall constitute a waiver by Owner of any claim Owner may have against Contractor.

SC-17.11 Appropriation.

- A. Pursuant to Section 24-91-103.6, C.R.S., as amended, Owner has appropriated the money necessary to fund the Project. No Change Order or other form of directive shall be issued by Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original contract amount, unless Owner provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Contract.
- B. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Owner payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Contract shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

SC-17.12 Colorado Public Works Act.

- A. Notwithstanding any other provision of the Contract, Owner may withhold funds if required to do so pursuant to the Colorado Public Works Act, Section 38-26-101, et seq., C.R.S.

END OF SECTION

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 4, 2023

SUBJECT: Ballot Measures

ACTION PROPOSED: Discussion Purposes Only

ATTACHMENTS: 1. Fort Collins Ballot Measure

PRESENTED BY: Troy Mellon, Mayor

AGENDA ITEM DESCRIPTION:

In April 2024, we will have a Home Rule Charter amendment going on the ballot regarding the establishment of a water policy. With the guarantee that we will have at a minimum a ballot presented to the voters, I would like to entertain the possibility of including two other charter amendments on topics that we have previously discussed.

First you will recall our discussion about wards and districts. We had some discussion about doing away with the ward/district configuration, and changing to 3 wards for the convenience of the voters. In this condition, 2 Councilmembers would be elected from each ward. The Mayoral position would still remain at-large. I would recommend that we go ahead and offer that suggestion to the voters on the next ballot. An example of the suggested changes are as shown below:

Proposed Language:

Section 2.1. - Town Council.

B. The Town Council shall consist of six (6) Councilmembers nominated and elected from the Town at large, and a Mayor, who shall be nominated and elected from the Town at large. The Town Council may enact by ordinance for the nomination and election of six (6) Councilmembers from wards ~~and districts~~; provided, however, the Mayor shall be elected at large. If and/or when the population of the Town reaches twenty thousand (20,000) **as defined at and by the decennial US Census Bureau**, the Town Council shall provide by ordinance, to be effective at the next general municipal election, for the election of six (6) Councilmembers to be nominated and elected **from three** ~~by~~ wards ~~and districts~~, and a Mayor, who shall be nominated and elected from the Town at large.

You may also recall our discussion we had regarding our Home Rule Charters language about felonies and candidates. The discussion was a result of a legal action filed by the ACLU against Aurora. In response, Fort Collins and other communities have amended their charter. Fort Collins specifically has

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amended their charter in a way that I think is appropriate and would like you to consider including this onto the April 2024 ballot to the voters. This information is attached in the packet for your review.

This is being presented to Council as a discussion item only in order for us to provide guidance and direction to Staff and Town Attorney regarding items to bring back at the next regular Council meeting scheduled on December 18 for formal action by Council.

LEGAL ADVICE:

NA

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff is prepared to receive direction from Town Council.

Reviewed and Approved for Presentation,



Town Manager

The following Ordinance placing a proposed Charter amendment on the November 7, 2023 Regular City Election ballot was adopted by the Council on final reading on April 18, 2023. Proposed amendments to the current language in the Charter are shown on the next page. Text with a line through the middle indicates language that will be deleted if the amendment is approved by the voters. Text that is highlighted in yellow indicates new language that will be added to the Charter if the amendment is approved by the voters.

ORDINANCE NO. 062, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF FORT COLLINS PROPOSED AMENDMENTS TO ARTICLE II OF THE CITY CHARTER CONFORMING THE LIMITS ON HOLDING COUNCIL OFFICE TO THE LIMITS IN THE COLORADO CONSTITUTION APPLICABLE TO THOSE WITH DISQUALIFYING FELONY CONVICTIONS

WHEREAS, Article IV, Section 8 of the Charter of the City of Fort Collins (“Charter”) provides that the Charter may be amended as provided by the laws of the State of Colorado; and

WHEREAS, Section 31-2-210, Colorado Revised Statutes, provides that Charter amendments may be initiated by the adoption of an ordinance by the City Council submitting a proposed amendment to a vote of the registered electors of the City of Fort Collins; and

WHEREAS, Article II, Section 2 of the Charter (“Section 2”) currently disqualifies from running for or serving on City Council any person convicted of any felony; and

WHEREAS, Article II, Section 18 of the Charter (“Section 18”) currently states that a vacancy exists when a Councilmember is convicted of a felony or is declared by the City Clerk, more than sixty days after the date of issuance of the certification of such Councilmember, to have previously been convicted of a felony pursuant to a written protest filed under Section 2; and

WHEREAS, the U.S. Court of Appeals for the Tenth Circuit and the Colorado Supreme Court have determined that the right to seek and hold public office is a fundamental civil right under federal and state law, respectively; and

WHEREAS, under Colorado law, individuals lose the rights to vote and run for public office during their incarceration for a felony conviction, and upon completion of a sentence, rights of citizenship, such as the right to run for public office, are automatically restored; and

WHEREAS, Colorado Constitution Article XII, Section 4, provides a permanent exception to the restoration of rights applies where the underlying felony conviction was for one of five listed crimes:

- a. Embezzlement of public monies;
- b. Bribery;
- c. Perjury;
- d. Solicitation of bribery; or
- e. Subornation of perjury; and

WHEREAS, broad and permanent disqualifications from office for any felony conviction, like that included in the Charter, have been subject to criticism and legal attack in recent years; and

WHEREAS, the City of Aurora recently lost a lawsuit challenging its broad disqualification provision based on the conflicting provision in the Colorado Constitution; and

WHEREAS, Council desires to amend the Charter to address the legal issue posed by the current overbroad disqualification of those with any felony conviction from running for or serving on the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the following proposed changes to Section 2 and Section 18 of Article II of the City Charter shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1” at the regular municipal election to be held on Tuesday, November 7, 2023:

**ARTICLE II.
CITY COUNCIL**

Section 2. - Qualifications of candidates and members; challenges.

...

(b) No person ~~who has been convicted of a felony~~ **prohibited by the Colorado constitution from serving in public office in Colorado** shall be eligible to be a candidate for, or hold, the office of Councilmember.

Section 18. - Vacancies.

(a) A vacancy exists when a Councilmember:

...

(5) is convicted of a felony **that disqualifies the Councilmember from serving in public office in Colorado under the Colorado Constitution**, or is declared by the City Clerk, more than sixty (60) days after the date of issuance of the certificate of election of such Councilmember, to have previously been convicted of a **disqualifying** felony pursuant to a written protest filed under Section 2 of this article; or

...

Section 3. That the following ballot title and submission clause are hereby adopted for submitting Proposed Charter Amendment No. 1 to the voters at said election:

CITY-INITIATED
PROPOSED CHARTER AMENDMENT NO. 1

Shall Section 2 and Section 18 of Article II of the Charter of the City of Fort Collins, disqualifying anyone convicted of any felony from running for or serving on City Council, be amended to conform the City Charter to the Colorado Constitution, which specifies felonies resulting in disqualification from office in Colorado (currently including embezzlement of public monies, bribery, perjury, solicitation of bribery and subornation of perjury)?

_____ Yes/For
_____ No/Against

Introduced, considered favorably on first reading, and ordered published this 4th day of April 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 4, 2023

SUBJECT: Resolution No. 2023-57 – Adopting and Appropriating the Budget for the Calendar Year 2024

ACTION PROPOSED: Approve Resolution No. 2023-57

ATTACHMENTS:

1. Resolution No. 2023-57
2. Exhibit A - 2024 Amended Proposed Budget
3. Capital Improvement Plan 2024 to 2033

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

The proposed 2024 Budget for the Town of Johnstown, Colorado was presented to Council at meetings held on September 25, 2023, and October 11, 2023. Public hearings regarding the proposed 2024 Budget were held by the Town Council on November 6, 2023, and November 20, 2023, where citizens were invited to file or register objections or suggestions thereto at any time prior to the adoption of the 2024 Budget.

The original proposed 2024 Budget presented in September was amended, to reflect Council suggestions, updates to revenue projections as well as other changes that better reflect the current and expected future financial position of the Town. The amended document was made available to the public on the Town’s website and at Town Hall prior to the public hearings. There have been no changes made to expenditures or revenues since the document was posted prior to the public hearing. The property tax revenues are based on preliminary certifications.

The budget document serves as the Town of Johnstown’s roadmap, guiding operational decisions by addressing the Council’s priorities and becoming a policy guide to strengthen our organizational values, goals, objectives, and service priorities in addition to providing a long-range plan that provides a sustainable framework for years to come. The 2024 Budget reinforces our commitment to financial stewardship, operational efficiency, strategic investments and effective change management.

The overall size of the Town budget has increased over the past few years as the Town adjusts its services to meet the expectation of a growing population, fund civic and infrastructure projects and keep pace with inflation. The 2024 budget focuses on the continuation of high-quality customer service and core services such as public safety, infrastructure maintenance, public facilities, planning and development, parks, transportation networks, water, sewer and stormwater utility services, as well as continuing to build community partnerships to improve the quality of life for Johnstown residents, businesses and visitors alike.

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Capital Projects

As the Town continues to grow, maintaining and improving our facilities and infrastructure is essential to maintaining readiness and the ability to provide essential services. Projects included in the 2024 budget span from extending water and sewer infrastructure, to expanding public facilities and buildings, to developing parks and trails, to improving storm drainage. By collaborating with community and corporate partners, the Town continues to progress.

A few of the major capital projects included in this spending plan are highlighted below:

- General Fund
 - o Police Department building expansion
 - o Johnstown Downtown economic study
 - o Engineering department
- Parks and Open Space Fund
 - o Construction of the Little Thompson Trail bridge project
 - o Playground replacement at Aragon Park
 - o Master Plan for Letford Elementary School property and the SE corner of CR 46.5 and Parish Ave.
- Street and Alley Fund
 - o Street maintenance program
 - o Widening of a section of Colorado Blvd. north of Hwy 60
 - o Hwy 60 and Colorado Blvd. intersection improvements
 - o Realignment design of the approach of High Plains Blvd. into Hwy 34
 - o Thompson Parkway roundabout study
- Capital Projects Fund
 - o EV charging stations
 - o Signage that was designed as part of the Downtown Branding Study
 - o Enhancements to the alleyway west of Parish Ave. between Hwy 60 and Charlotte St.
- Water Fund
 - o Construction of the new Water Treatment Plant Expansion
 - o Easements for the raw water trunk line
- Storm Water Fund
 - o Stormwater master plan
 - o Country Acres drainage improvements
- Sewer Fund
 - o Low Point construction
 - o Central Wastewater Plant construction
 - o North Interceptor construction

Maintaining or improving service delivery is the primary goal across all funds. The current economic challenges such as supply chain issues certainly make a financial impact on daily Town operations in addition to planning for the future. Monitoring economic conditions and their potential effects on the Town is essential. Protecting the Town's strong financial position is imperative.

The budget parallels the methods of accounting used for the Town's funds. Modified accrual basis is used for all governmental fund operations. Proprietary and fiduciary funds use full accrual basis. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available and expenditures are recorded when a liability is incurred, except for debt service and

compensated absences. Under the full accrual basis of accounting, revenues are recorded when earned and expenditures are recorded when a liability is incurred, without consideration of the timing of related cash flows. The basis of accounting used in the budget is the same basis of accounting used in the financial statements. The figures presented in the budget represent the estimated cash balances for the budget year 2024.

The Town of Johnstown Home Rule Charter, Section 12.7 requires that the Council adopt the budget for the next fiscal year by ordinance or resolution on or before the final day of the current fiscal year. However, state law requires the Town to adopt a budget prior to certifying the tax levy and the deadline for certifying the tax levy to county commissioners is December 15 (C.R.S. 39-5-128(1)). Due to the recent changes to the Assessor's deadline to implement Senate Bill 23B-001 which makes changes to the assessed values, the deadline to certify the tax levy has been extended to January 17, 2024.

Finally, included in the resolution is also approval of the 2024-2033 Capital Improvement Plan (CIP) for the Town of Johnstown. The CIP document contains information on how the Town plans to invest available resources into key infrastructure and facilities between 2023 and 2032. The plan provides a working blueprint for sustaining and improving the community's assets by coordinating strategic planning, financial capacity, and physical development. The goals of the CIP are to provide sustainable funding sources for essential capital needs; improve the resiliency of essential services; and save the Town money over the long runtime by not deferring necessary improvements.

The CIP is a living document and as such, it is reviewed and updated annually to reflect changing community needs, priorities and funding opportunities to ensure that the infrastructure exists to advance the strategic and long-term goals and objectives.

LEGAL ADVICE:

The Resolution presented has been reviewed and approved by the Town Attorney.

FINANCIAL ADVICE:

The budget document refers to the financial condition of the Town including revenues, expenditures, activities, purposes, and goals. The budget document will be the basis by which we operate and strive to achieve greatness for the Community while operating within the parameters set by the budget document.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 2023-57, A Resolution of Johnstown, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting and Appropriating the Budget for the Calendar Year 2024.

SUGGESTED MOTIONS:

For Approval:

I move to approve Resolution 2023-57, A Resolution of Johnstown, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting and Appropriating the Budget for the Calendar Year 2024.

For Denial:

I move to deny Resolution 2023-57, A Resolution of Johnstown, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting and Appropriating the Budget for the Calendar Year 2024.

Reviewed and Approved for Presentation,



Town Manager

RESOLUTION 2023-57

A RESOLUTION OF JOHNSTOWN, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AND APPROPRIATING THE BUDGET FOR THE CALENDAR YEAR 2024.

WHEREAS, on September 25, 2023 the Town Council of the Town of Johnstown has received from the Town Manager a proposed 2024 budget for its consideration, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, public hearings were held on November 6, 2023, and November 20, 2023, and interested taxpayers were given the opportunity to file or register any objections to said budget, and;

WHEREAS, the Town Council has modified the proposed budget and now wishes to appropriate revenues and expenditures for the 2024 budget insuring that the budget remains in balance, as required by law, and;

WHEREAS, the Town Council considered all objections of the electors and other relevant factors concerning the budget, and;

WHEREAS, the Town Council is required by law to adopt an annual budget on or before the final day of the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE Town Council of the Town of Johnstown, Colorado:

Section 1. That the budget as submitted, amended, and hereinbelow summarized by fund, hereby is approved, and adopted, as the budget of the Town of Johnstown for the year stated above.

Section 2. That the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the Public Records of the Town of Johnstown.

Section 3. The following sums are hereby appropriated from the revenue and fund balance of each fund, to each fund, for the purposes stated in the budget document.

Fund	Beginning Cash Est.	Revenues	Transfers In	Expenditures	Transfers Out	Ending Est. Cash
General	54,413,633	35,685,710	37,395	20,296,170	55,394,362	14,446,207
Conservation Trust	247,112	104,000	0	350,000	0	1,112
Parks & Open Space	6,000,367	1,116,450	1,140,000	3,697,450	0	4,559,367
Street & Alley	18,208,907	7,557,375	0	11,885,250	0	13,881,031
Capital Projects	10,732,306	900,000	0	2,988,500	50,000	8,593,806
Arts & Culture	17,522	0	149,580	0	0	167,102
Tax Allocation	41,435	0	750,000	750,000	0	41,435
Water	9,653,578	82,519,858	50,700,000	44,891,250	70,000	97,912,186
Sewer	57,295,136	8,458,775	0	48,473,990	60,000	17,219,921
Drainage	4,097,395	1,242,560	0	2,405,890	10,000	2,924,065
Cemetery Perpetual	187,098	16,160	0	0	0	203,258
Library	10,349,738	2,180,292	2,491,362	2,161,500	186,975	12,672,917
Recreation Center	0	0	503,000	503,000	0	0

Section 4. That the 2024-2033 Capital Improvement Plan for the Town of Johnstown is hereby approved and shall be made a part of the Public Records of the Town of Johnstown

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

Section 6. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 7. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

ADOPTED THIS 4th DAY OF DECEMBER, 2023.

TOWN OF JOHNSTOWN

BY: _____
Troy D. Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	65,400	365,000	9,000	485,700	925,100	1,000,000	-	-	1,925,100
Events	125,600	19,000	6,200	101,250	252,050	30,000	-	-	282,050
Town Manager	1,213,875	474,800	165,300	187,460	2,041,435	76,000	-	-	2,117,435
Town Clerk	386,150	100,150	44,200	11,800	542,300	-	-	-	542,300
Finance	388,020	298,000	19,900	5,200	711,120	-	-	-	711,120
Planning	634,250	21,200	32,600	8,000	696,050	-	-	-	696,050
Bldg Inspections	92,950	301,700	8,000	750	403,400	-	-	-	403,400
Engineering	1,090,205	19,340	68,950	15,000	1,193,495	120,000	-	-	1,313,495
Police	4,781,120	306,400	480,300	203,000	5,770,820	495,000	4,000,000	-	10,265,820
Public Works	533,850	45,750	80,200	26,300	686,100	-	-	-	686,100
Buildings	-	316,800	4,500	32,000	353,300	650,000	-	-	1,003,300
Reimbursements	-	350,000	-	-	350,000	-	-	-	350,000
Totals	\$9,311,420	\$2,618,140	\$919,150	\$1,076,460	\$13,925,170	\$2,371,000	\$4,000,000	\$0	\$20,296,170
Total Cash Available									\$ 34,742,377
Ending Fund Balance									\$ 14,446,207
% of Total Budget	45.88%	12.90%	4.53%	5.30%	68.61%	11.68%	19.71%	0.00%	100.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
GENERAL FUND REVENUES		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Advalorem Taxes						
10.01.3110.00	Property Taxes - Weld	3,959,935	4,235,245	4,251,814	4,235,245	11,772,423
10.01.3112.00	Property Taxes - Larimer	4,258,210	4,720,660	4,778,720	4,720,660	6,229,987
	Subtotal	8,218,144	8,955,905	9,030,534	8,955,905	18,002,410
Sales Tax						
10.01.3120.00	Sales Tax - State	12,733,299	7,609,378	9,000,000	11,500,000	12,500,000
10.01.3122.00	Use Tax - Building	2,668,381	1,602,000	750,000	1,650,000	1,000,000
	Subtotal	15,401,681	9,211,379	9,750,000	13,150,000	13,500,000
Excise Tax						
10.01.3130.00	Lodging Tax	157,751	107,329	90,000	110,000	100,000
10.01.3150.00	Tobacco Tax	26,090	19,289	20,000	20,000	20,000
10.01.3160.00	Severance Tax	632,921	702,525	75,000	702,525	150,000
	Subtotal	816,763	829,143	185,000	832,525	270,000
Franchise Tax						
10.01.3180.00	Franchise Tax-Cable	28,014	15,533	32,000	28,000	25,000
10.01.3184.00	Franchise Tax - Electric & Gas	667,126	406,938	420,000	550,000	550,000
	Subtotal	695,140	422,470	452,000	578,000	575,000
Licenses, Permits, & Service Charges						
10.01.3210.00	Business Licenses	27,350	11,326	26,000	11,500	12,000
10.01.3215.00	Contractors Licenses	28,766	27,625	28,000	28,000	25,000
10.01.3220.00	Dog License/Fees	938	1,034	1,500	1,100	1,500
10.01.3230.00	Liquor License	7,431	4,025	4,000	4,100	4,500
10.01.3510.00	Abatement Fees	1,950	170	2,000	500	2,000
10.01.3515.00	Plastic Bag Fees	-	5,935	-	10,000	5,000
10.01.3520.00	Administrative Fees	3,438	1,539	2,500	2,200	2,000
10.01.3530.00	Building Permits	2,518,326	1,482,380	1,000,000	1,650,000	1,100,000
10.01.3565.00	Facility Rental Fees	4,710	7,230	2,500	7,500	3,500
10.01.3570.00	Fingerprinting Fees	330	-	330	-	-

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
10.01.3750.00	Police Facilities Development Fees	713,515	519,878	280,610	542,000	324,725
10.01.3760.00	Public Facilities Impact Fees	1,450,905	1,083,115	609,660	1,135,000	713,075
	Subtotal	4,757,660	3,144,257	1,957,100	3,391,900	2,193,300
Fines, Forfeitures, & Pd Fees						
10.01.3310.00	Court Revenues	212,515	175,821	160,000	190,000	190,000
10.01.3320.00	Court Surcharge	30,423	28,201	15,500	35,000	25,000
10.01.3330.00	Restitution	275	-	-	-	-
	Subtotal	243,213	204,022	175,500	225,000	215,000
Other Revenues						
10.01.3960.00	Interest Income	442,268	1,744,882	15,000	2,000,000	500,000
10.01.3970.00	Misc Revenue	320,023	18,453	10,000	18,453	10,000
10.01.3985.00	Refund Of Expenditures	890,548	756,970	737,500	765,000	350,000
10.01.3990.00	Rent Income	7,312	5,850	6,600	7,800	-
10.01.3995.00	Unrealized Gain	143,579	-	-	-	-
	Subtotal	1,803,730	2,526,155	769,100	2,791,253	860,000
Revenue From Other Agencies						
10.01.3410.00	Grants - Federal	1,910,007	-	-	-	-
10.01.3420.00	Royalties	317,090	178,346	25,000	190,000	50,000
10.01.3440.00	State Grants	134,553	85,804	10,000	85,804	-
	Subtotal	2,361,649	264,150	35,000	275,804	50,000
Events & Community Activities						
10.01.3953.00	Donations/Community Activities	681,649	482	-	500	20,000
10.01.3955.00	Insurance Proceeds	-	2,368	-	-	-
	Subtotal	681,649	2,850	-	500	20,000
Total Fund Revenues		34,979,629	25,560,330	22,354,234	30,200,887	35,685,710

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
Intragovernmental Revenues						
10.01.3999.00	To Library	(1,202,027)	(934,078)	(1,243,246)	(1,245,432)	(2,491,362)
10.01.3999.00	To Sewer Fund	-	-	(50,000,000)	(50,000,000)	-
10.01.3999.00	To Water Fund	-	-	-	-	(50,700,000)
10.01.3999.00	To Parks	(1,112,000)	-	-	-	(1,000,000)
10.01.3999.00	To Rec Center	-	(77,262)	(77,262)	(377,262)	(503,000)
10.01.3999.00	To Streets	-	-	-	-	-
10.01.3999.00	To Tax Fund	(758,068)	(257,587)	(625,000)	(700,000)	(700,000)
10.01.3999.00	From Library	-	-	-	4,380	37,395
	Subtotal	(3,072,095)	(1,268,927)	(51,945,508)	(52,318,314)	(55,356,967)
TOTAL FUND REVENUES W/TRANSERS		31,907,534	24,291,404	(29,591,274)	(22,117,427)	(19,671,256)
UNRESTRICTED CASH BALANCE FORWARD						54,413,633
TOTAL ANTICIPATED FUNDS AVAILABLE						34,742,377

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.10.4001.00	Salaries	55,853	25,151	45,780	41,000	60,500
10.10.4010.00	Payroll Taxes	4,273	1,924	3,550	5,500	4,500
10.10.4025.00	Workers Compensation	308	72	460	460	400
	Total Personnel Services	60,435	27,147	49,790	46,960	65,400
	Contractual Services					
10.10.4100.00	Audit	9,000	9,000	18,000	15,000	40,000
10.10.4135.00	Other Contractual Services	15,094	6,236	40,000	37,000	40,000
10.10.4145.00	Printing & Advertising	5,896	7,465	19,000	9,500	7,000
10.10.4150.00	Professional Services	104,845	103,516	175,000	175,000	260,000
10.10.4180.00	Travel & Training	5,473	5,347	18,000	10,000	18,000
	Total Contractual Services	140,308	131,564	270,000	246,500	365,000
	Commodities					
10.10.4310.00	Computers & Software	2,166	1,342	3,000	3,300	5,000
10.10.4385.00	Supplies - General	3,102	2,469	2,500	4,100	1,500
10.10.4400.00	Supplies - Office	1,457	1,596	1,000	2,100	2,500
	Total Commodities	6,725	5,406	6,500	9,500	9,000
	Other Charges					
10.10.4530.00	Election Expenses	34,814	-	-	-	46,000
10.10.4540.00	Insurance	110,465	113,339	124,650	115,000	90,200
10.10.4560.00	Memberships & Subscriptions	27,320	23,200	65,500	65,500	77,000
10.10.4570.00	Miscellaneous	461,964	426,466	290,000	521,049	272,500
	Total Other Charges	634,564	563,005	480,150	701,549	485,700

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
10.10.4850.00	Land	-	-	-	667,000	-
10.10.4830.00	Equipment	127,414	-	25,000	25,000	-
10.10.4840.00	Other Improvements	2,190,524	5,000	-	5,000	1,000,000
	Total Capital	2,317,939	5,000	25,000	697,000	1,000,000
	Total Budget Request	3,159,970	732,122	831,440	1,701,509	1,925,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Personnel Services</u>					
10.20.4001.00	Salaries	516,739	452,309	658,700	658,700	817,300
10.20.4002.00	Overtime	-	-	500	500	-
10.20.4010.00	Payroll Taxes	38,525	32,723	50,550	50,550	62,450
10.20.4020.00	Unemployment Taxes	-	-	7,000	7,000	7,000
10.20.4025.00	Workers Compensation	8,800	6,826	4,280	9,000	9,200
10.20.4030.00	Group Insurance	67,850	70,684	73,040	93,400	90,225
10.20.4035.00	Retirement Contribution	46,446	45,637	64,140	64,140	97,900
10.20.4040.00	Automobile Allowance	-	3,575	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	7,369	1,456	900	1,900	1,900
	Total Personnel Services	685,728	613,210	865,110	891,190	1,091,975
	<u>New Personnel</u>					
10.20.4001.00	Salaries	-	-	-	-	76,000
10.20.4010.00	Payroll Taxes	-	-	-	-	6,200
10.20.4020.00	Unemployment Taxes	-	-	-	-	700
10.20.4025.00	Workers Compensation	-	-	-	-	500
10.20.4030.00	Group Insurance	-	-	-	-	28,900
10.20.4035.00	Retirement Contribution	-	-	-	-	9,600
	Total New Personnel	-	-	-	-	121,900
	<u>Contractual Services</u>					
10.20.4120.00	Employee Education	1,000	-	-	-	-
10.20.4135.00	Other Contractual Services	33,302	70,168	45,900	71,000	146,000
10.20.4140.00	Postage	87	28	2,650	2,550	6,550
10.20.4145.00	Printing & Advertising	40,290	49,909	64,040	64,980	86,600
10.20.4150.00	Professional Services	26,353	100,180	130,500	130,300	165,000
10.20.4170.00	Telephone & Internet	2,989	1,899	12,320	10,040	15,800
10.20.4180.00	Travel & Training	22,717	19,341	44,885	30,750	54,850
	Total Contractual Services	126,739	241,525	300,295	309,620	474,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.20.4310.00	Computers & Software	22,721	15,259	59,205	52,545	145,150
10.20.4330.00	Fuel & Lubricants	1,479	337	2,500	1,350	4,250
10.20.4385.00	Supplies - General	908	1,405	9,100	3,000	4,000
10.20.4400.00	Supplies - Office	9,299	7,963	4,900	9,850	11,900
	Total Commodities	34,406	24,963	75,705	66,745	165,300
	Other Charges					
10.20.4540.00	Insurance	3,419	17,419	4,900	17,420	9,000
10.20.4560.00	Memberships & Subscriptions	5,814	5,824	18,420	20,650	25,160
10.20.4570.00	Miscellaneous	23,857	52,503	123,000	85,700	153,300
	Total Other Charges	33,089	75,746	146,320	123,770	187,460
	Capital - \$5,000/item min.					
10.20.4830.00	Equipment	-	6,385	-	6,245	-
10.20.4840.00	Infrastructure	60,609	52	55,000	55,000	-
10.20.4860.00	Vehicles	-	-	-	-	76,000
	Total Capital	60,609	6,437	55,000	61,245	76,000
	Total Budget Request	940,571	961,880	1,442,430	1,452,570	2,117,435

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.30.4001.00	Salaries	255,790	145,060	209,400	209,400	264,400
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	18,794	10,281	16,000	16,000	20,200
10.30.4020.00	Unemployment Taxes	-	-	1,800	1,800	2,700
10.30.4025.00	Workers Compensation	3,632	1,727	3,900	3,900	4,500
10.30.4030.00	Group Insurance	47,953	30,645	43,400	43,400	56,700
10.30.4035.00	Retirement Contribution	22,155	13,959	25,100	25,100	31,600
	Total Personnel Services	348,324	201,672	300,100	300,100	380,600
	New Personnel					
10.30.4001.00	Salaries	-	-	-	-	5,000
10.30.4010.00	Payroll Taxes	-	-	-	-	400
10.30.4020.00	Unemployment Taxes	-	-	-	-	50
10.30.4025.00	Workers Compensation	-	-	-	-	100
	Total New Personnel	-	-	-	-	5,550
	Contractual Services					
10.30.4135.00	Other Contractual Services	8,935	11,717	18,000	18,000	9,000
10.30.4140.00	Postage	1,822	2,204	2,000	2,500	2,000
10.30.4145.00	Printing & Advertising	1,752	872	1,500	1,000	1,050
10.30.4150.00	Professional Services	81,428	39,647	69,000	71,000	80,000
10.30.4160.00	Rents	984	415	1,000	1,000	1,000
10.30.4170.00	Telephone & Internet	3,653	1,175	4,960	3,500	2,100
10.30.4180.00	Travel & Training	850	2,638	3,500	3,500	5,000
	Total Contractual Services	99,423	58,669	99,960	100,500	100,150
	Commodities					
10.30.4310.00	Computers & Software	9,051	25,185	33,850	30,896	41,000
10.30.4330.00	Fuel & Lubricants	297	59	500	150	200
10.30.4400.00	Supplies - Office	4,825	1,594	3,000	3,000	3,000
	Total Commodities	14,172	26,837	37,350	34,046	44,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
10.30.4540.00	Insurance	3,758	6,605	2,500	6,605	2,600
10.30.4560.00	Memberships & Subscriptions	273	417	1,500	650	700
10.30.4570.00	Miscellaneous	3,909	209	500	2,100	8,500
	Total Other Charges	7,939	7,231	4,500	9,355	11,800
	Total Budget Request	469,859	294,409	441,910	444,001	542,300

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.40.4001.00	Salaries	106,934	104,332	150,200	150,200	191,400
10.40.4002.00	Overtime	-	11	500	500	200
10.40.4010.00	Payroll Taxes	7,866	7,435	11,500	11,500	14,700
10.40.4020.00	Unemployment Taxes	-	-	1,800	1,800	1,800
10.40.4025.00	Workers Compensation	1,570	1,640	2,560	2,560	3,400
10.40.4030.00	Group Insurance	18,709	22,740	28,500	28,500	35,550
10.40.4035.00	Retirement Contribution	11,409	11,015	18,100	18,100	23,000
10.20.4045.00	Cell Phone Allowance	169	219	-	300	300
	Total Personnel Services	146,657	147,392	213,160	213,460	270,350
	New Personnel					
10.40.4001.00	Salaries	-	-	-	-	71,750
10.40.4002.00	Overtime	-	-	-	-	1,000
10.40.4010.00	Payroll Taxes	-	-	-	-	5,600
10.40.4020.00	Unemployment Taxes	-	-	-	-	620
10.40.4025.00	Workers Compensation	-	-	-	-	1,000
10.40.4030.00	Group Insurance	-	-	-	-	28,900
10.40.4035.00	Retirement Contribution	-	-	-	-	8,800
	Total New Personnel	-	-	-	-	117,670

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.40.4135.00	Other Contractual Services	148,776	150,175	198,000	204,650	285,000
10.40.4140.00	Postage	-	469	450	500	200
10.40.4145.00	Printing & Advertising	-	-	3,000	500	2,500
10.40.4150.00	Professional Services	605	4	-	50	100
10.40.4170.00	Telephone & Internet	2,439	1,370	7,000	2,500	4,200
10.40.4180.00	Travel & Training	950	2,234	7,500	4,500	6,000
	Total Contractual Services	152,770	154,252	215,950	212,700	298,000
	Commodities					
10.40.4310.00	Computers & Software	31,543	4,182	11,760	9,867	16,400
10.40.4400.00	Supplies - Office	4,983	3,590	3,500	3,900	3,500
	Total Commodities	36,525	7,772	15,260	13,767	19,900
	Other Charges					
10.40.4540.00	Insurance	1,291	1,452	1,400	1,452	2,100
10.40.4560.00	Memberships & Subscriptions	150	-	600	600	600
10.40.4570.00	Miscellaneous	5,031	333	4,500	2,500	2,500
	Total Other Charges	6,472	1,784	6,500	4,552	5,200
	Total Budget Request	342,425	311,200	450,870	444,479	711,120

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>New Personnel</u>					
10.XX.4001.00	Salaries	-	-	-	-	78,950
10.XX.4010.00	Payroll Taxes	-	-	-	-	6,150
10.XX.4020.00	Unemployment Taxes	-	-	-	-	700
10.XX.4025.00	Workers Compensation	-	-	-	-	1,000
10.XX.4030.00	Group Insurance	-	-	-	-	28,900
10.XX.4035.00	Retirement Contribution	-	-	-	-	9,600
10.XX.4045.00	Cell Phone Allowance	-	-	-	-	300
	Total New Personnel	-	-	-	-	125,600
	<u>Contractual Services</u>					
10.XX.4135.00	Other Contractual Services	-	-	-	-	11,250
10.XX.4140.00	Postage	-	-	-	-	50
10.XX.4145.00	Printing & Advertising	-	-	-	-	3,000
10.XX.4170.00	Telephone	-	-	-	-	700
10.XX.4180.00	Travel & Training	-	-	-	-	4,000
	Total Contractual Services	-	-	-	-	19,000
	<u>Commodities</u>					
10.XX.4310.00	Computers & Software	-	-	-	-	4,700
10.XX.4385.00	Supplies - General	-	-	-	-	1,000
XX.10.4400.00	Supplies - Office	-	-	-	-	500
	Total Commodities	-	-	-	-	6,200
	<u>Other Charges</u>					
10.XX.4540.00	Insurance	-	-	-	-	700
10.XX.4560.00	Memberships & Subscriptions	-	-	-	-	550
10.XX.4570.00	Miscellaneous	-	-	-	-	100,000
	Total Other Charges	-	-	-	-	101,250

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
10.XX.4860.00	Vehicles	-	-	-	-	30,000
	Total Capital	-	-	-	-	30,000
	Total Budget Request	-	-	-	-	282,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.50.4001.00	Salaries	229,464	194,307	345,600	345,600	382,900
10.50.4002.00	Overtime	-	-	-	-	500
10.50.4010.00	Payroll Taxes	16,596	13,668	26,300	26,300	29,300
10.50.4020.00	Unemployment Taxes	-	-	4,000	4,000	4,000
10.50.4025.00	Workers Compensation	4,018	3,039	6,730	6,730	6,500
10.50.4030.00	Group Insurance	52,018	40,708	84,200	84,200	58,900
10.50.4035.00	Retirement Contribution	22,813	19,116	41,650	41,650	46,300
	Total Personnel Services	324,909	270,838	508,480	508,480	528,400
	New Personnel					
10.50.4001.00	Salaries	-	-	-	-	62,200
10.50.4002.00	Overtime	-	-	-	-	1,000
10.50.4010.00	Payroll Taxes	-	-	-	-	4,650
10.50.4020.00	Unemployment Taxes	-	-	-	-	600
10.50.4025.00	Workers Compensation	-	-	-	-	1,250
10.50.4030.00	Group Insurance	-	-	-	-	28,900
10.50.4035.00	Retirement Contribution	-	-	-	-	7,250
	Total New Personnel	-	-	-	-	105,850
	Contractual Services					
10.50.4120.00	Employee Education	-	-	3,000	-	-
10.50.4135.00	Other Contractual Services	99,552	1,871	3,000	2,000	3,000
10.50.4140.00	Postage	453	406	800	450	-
10.50.4145.00	Printing & Advertising	195	51	1,000	500	5,000
10.50.4150.00	Professional Services	814	224	-	250	-
10.50.4170.00	Telephone & Internet	2,439	1,281	7,200	7,200	4,200
10.50.4180.00	Travel & Training	2,434	358	9,200	2,500	9,000
	Total Contractual Services	105,886	4,190	24,200	12,900	21,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.50.4310.00	Computers & Software	12,891	21,248	20,580	23,000	29,600
10.50.4400.00	Supplies - Office	13,072	795	5,000	2,000	3,000
	Total Commodities	25,963	22,043	25,580	25,000	32,600
	Other Charges					
10.50.4540.00	Insurance	2,944	3,617	2,050	3,617	3,500
10.50.4560.00	Memberships & Subscriptions	763	459	2,500	2,000	2,500
10.50.4570.00	Miscellaneous	3,000	618	3,500	2,000	2,000
	Total Other Charges	6,708	4,694	8,050	7,617	8,000
	Capital - \$5,000/item min.					
10.50.4830.00	Equipment	7,740	-	-	-	-
	Total Capital	7,740	-	-	-	-
	Total Budget Request	471,205	301,764	566,310	553,997	696,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.51.4137.00	Contractual - Restricted Bill Back	780,994	466,923	700,000	650,000	350,000
	Total Contractual Services	780,994	466,923	700,000	650,000	350,000
	Total Budget Request	780,994	466,923	700,000	650,000	350,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.60.4001.00	Salaries	63,282	52,763	65,800	65,800	63,000
10.60.4010.00	Payroll Taxes	4,839	3,759	5,050	5,050	4,700
10.60.4020.00	Unemployment Taxes	-	-	650	650	650
10.60.4025.00	Workers Compensation	65	49	1,250	1,080	1,200
10.60.4030.00	Group Insurance	540	10,559	21,000	21,000	16,100
10.60.4035.00	Retirement Contribution	5,366	5,370	9,600	9,600	7,300
	Total Personnel Services	74,091	72,500	103,350	103,180	92,950
	Contractual Services					
10.60.4135.00	Other Contractual Services	199,219	175,542	300,000	300,000	300,000
10.60.4145.00	Printing & Advertising	-	-	200	-	-
10.60.4170.00	Telephone & Internet	540	338	1,700	1,700	700
10.60.4180.00	Travel & Training	-	-	1,800	1,000	1,000
	Total Contractual Services	199,759	175,880	303,700	302,700	301,700
	Commodities					
10.60.4310.00	Computers & Software	2,601	5,728	5,270	5,800	7,600
10.60.4400.00	Supplies - Office	472	125	700	250	400
10.60.4430.00	Supplies - Training	-	969	-	1,000	-
	Total Commodities	3,074	6,822	5,970	7,050	8,000
	Other Charges					
10.60.4540.00	Insurance	680	885	500	885	600
10.60.4560.00	Memberships & Subscriptions	170	-	300	-	150
	Total Other Charges	850	885	800	885	750
	Total Budget Request	277,773	256,086	413,820	413,815	403,400

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.70.4001.00	Salaries	2,559,577	1,881,731	2,798,300	2,788,300	3,280,400
10.70.4002.00	Overtime	59,112	62,814	73,000	73,000	65,000
10.70.4010.00	Payroll Taxes	194,080	143,294	214,800	204,800	256,320
10.70.4020.00	Unemployment Taxes	-	-	28,500	28,500	29,800
10.70.4025.00	Workers Compensation	82,077	53,549	160,000	142,000	152,000
10.70.4030.00	Group Insurance	379,958	265,549	472,500	472,500	488,400
10.70.4035.00	Retirement Contribution	272,304	212,430	340,800	340,800	395,300
	Total Personnel Services	3,547,108	2,619,367	4,087,900	4,049,900	4,667,220
	New Personnel					
10.70.4001.00	Salaries	-	-	-	-	65,000
10.70.4002.00	Overtime	-	-	-	-	2,000
10.70.4010.00	Payroll Taxes	-	-	-	-	5,200
10.70.4020.00	Unemployment Taxes	-	-	-	-	600
10.70.4025.00	Workers Compensation	-	-	-	-	4,000
10.70.4030.00	Group Insurance	-	-	-	-	28,900
10.70.4035.00	Retirement Contribution	-	-	-	-	8,200
	Total New Personnel	-	-	-	-	113,900
	Contractual Services					
10.70.4120.00	Employee Education	-	-	3,000	-	-
10.70.4122.00	Maintenance - Buildings	545	-	-	-	-
10.70.4125.00	Maintenance - Equipment	258	2,177	-	3,000	-
10.70.4130.00	Maintenance - Vehicles	29,588	29,953	27,000	30,000	30,000
10.70.4135.00	Other Contractual Services	105,627	177,700	191,640	190,000	167,100
10.70.4140.00	Postage	1,998	590	4,500	1,800	2,000
10.70.4145.00	Printing & Advertising	2,139	570	1,500	1,000	1,500
10.70.4150.00	Professional Services	6,921	10,951	28,500	20,000	29,000
10.70.4170.00	Telephone & Internet	37,859	30,619	45,000	39,000	44,300
10.70.4180.00	Travel & Training	17,464	20,587	42,000	25,000	32,500
	Total Contractual Services	202,399	273,147	343,140	309,800	306,400

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.70.4310.00	Computers & Software	13,310	115,763	111,170	190,000	195,750
10.70.4330.00	Fuel & Lubricants	52,259	54,125	72,000	72,000	107,600
10.70.4385.00	Supplies - General	113,168	82,341	174,300	170,000	138,300
10.70.4395.00	Supplies - Lab	10,552	6,337	6,000	6,500	7,000
10.70.4400.00	Supplies - Office	10,483	5,987	13,500	9,000	11,000
10.70.4460.00	Uniforms	10,845	7,336	29,000	20,000	20,650
	Total Commodities	210,617	271,889	405,970	467,500	480,300
	Other Charges					
10.70.4520.00	Donations - Community Programs	5,235	3,051	4,500	4,000	4,500
10.70.4540.00	Insurance	101,831	110,815	106,100	110,815	198,000
10.70.4560.00	Memberships & Subscriptions	295	100	1,500	500	500
10.70.4570.00	Miscellaneous	7,640	-	-	-	-
	Total Other Charges	115,002	113,966	112,100	115,315	203,000
	Capital - \$5,000/item min.					
10.70.4830.00	Equipment	-	1,697	7,500	-	-
10.70.4860.00	Vehicles	134,348	258,052	300,000	300,000	495,000
	Total Capital	134,348	259,749	307,500	300,000	495,000
Impact						
	Contractual Services					
10.70.4135.00	Other Contractual Services	18,237	-	-	-	-
	Total Contractual Services	18,237	-	-	-	-
	Capital - \$5,000/item min.					
10.70.4860.00	Vehicles	54,940	300,000	300,000	300,000	-
10.70.4890.00	Other Improvements	22,234	126,943	450,000	450,000	4,000,000
	Total Capital	77,174	426,943	750,000	750,000	4,000,000
	Total Budget Request	4,304,884	3,965,061	6,006,610	5,992,515	10,265,820

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
.4001.00	Salaries	-	-	-	-	260,000
.4002.00	Overtime	-	-	-	-	1,000
.4010.00	Payroll Taxes	-	-	-	-	20,000
.4020.00	Unemployment Taxes	-	-	-	-	2,300
.4025.00	Workers Compensation	-	-	-	-	7,000
.4030.00	Group Insurance	-	-	-	-	32,900
.4035.00	Retirement Contribution	-	-	-	-	28,900
.4045.00	Cell Phone Allowance	-	-	-	-	300
	Total Personnel Services	-	-	-	-	352,400
	New Personnel					
.4001.00	Salaries	-	-	-	-	478,005
.4010.00	Payroll Taxes	-	-	-	-	36,600
.4020.00	Unemployment Taxes	-	-	-	-	4,500
.4025.00	Workers Compensation	-	-	-	-	17,000
.4030.00	Group Insurance	-	-	-	-	144,400
.4035.00	Retirement Contribution	-	-	-	-	57,300
	Total Personnel Services	-	-	-	-	737,805
	Contractual Services					
.4130.00	Maintenance - Vehicles	-	-	-	-	4,000
.4170.00	Telephone & Internet	-	-	-	-	5,340
.4180.00	Travel & Training	-	-	-	-	10,000
	Total Contractual Services	-	-	-	-	19,340

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
.4310.00	Computers & Software	-	-	-	-	35,200
.4330.00	Fuel & Lubricants	-	-	-	-	5,000
.4385.00	Supplies - General	-	-	-	-	1,000
.4390.00	Supplies - Janitorial	-	-	-	-	500
.4400.00	Supplies - Office	-	-	-	-	12,000
.4410.00	Supplies - Operational	-	-	-	-	10,000
.4440.00	Supplies - Fleet	-	-	-	-	3,000
.4460.00	Uniforms	-	-	-	-	2,250
	Total Commodities	-	-	-	-	68,950
	Other Charges					
.4540.00	Insurance	-	-	-	-	8,000
.4560.00	Memberships & Subscriptions	-	-	-	-	7,000
	Total Other Charges	-	-	-	-	15,000
	Capital - \$5,000/item min.					
.4830.00	Equipment					20,000
.4860.00	Vehicles	-	-	-	-	100,000
	Total Capital	-	-	-	-	120,000
	Total Budget Request	-	-	-	-	1,313,495

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.80.4001.00	Salaries	382,971	320,517	449,600	464,300	365,700
10.80.4002.00	Overtime	1,309	1,631	500	3,000	2,000
10.80.4010.00	Payroll Taxes	28,373	23,122	37,800	34,650	27,900
10.80.4020.00	Unemployment Taxes	-	-	4,600	3,300	3,500
10.80.4025.00	Workers Compensation	8,196	7,006	18,800	10,500	12,000
10.80.4030.00	Group Insurance	58,743	56,071	72,800	82,500	37,400
10.80.4035.00	Retirement Contribution	30,177	33,361	57,800	48,950	43,900
10.80.4045.00	Cell Phone Allowance	475	388	-	600	600
	Total Personnel Services	510,244	442,096	641,900	647,800	493,000
	New Personnel					
10.80.4001.00	Salaries	-	-	-	-	24,500
10.80.4010.00	Payroll Taxes	-	-	-	-	1,900
10.80.4020.00	Unemployment Taxes	-	-	-	-	250
10.80.4025.00	Workers Compensation	-	-	-	-	1,500
10.80.4030.00	Group Insurance	-	-	-	-	9,700
10.80.4035.00	Retirement Contribution	-	-	-	-	3,000
	Total Personnel Services	-	-	-	-	40,850
	Contractual Services					
10.80.4125.00	Maintenance - Equipment	887	4	3,000	1,000	2,000
10.80.4130.00	Maintenance - Vehicles	-	50	-	750	1,250
10.80.4135.00	Other Contractual Services	3,562	1,530	1,500	3,700	3,800
10.80.4140.00	Postage	75	50	50	100	100
10.80.4145.00	Printing & Advertising	597	-	500	500	600
10.80.4150.00	Professional Services	755	-	-	-	-
10.80.4160.00	Rents	563	1,140	1,000	2,800	3,000
10.80.4170.00	Telephone & Internet	13,992	15,882	6,000	20,000	20,000
10.80.4180.00	Travel & Training	1,816	5,193	5,000	5,200	15,000
	Total Contractual Services	23,183	23,849	17,050	34,050	45,750

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.80.4310.00	Computers & Software	23,106	24,118	38,600	38,600	45,550
10.80.4330.00	Fuel & Lubricants	1,994	5,053	5,000	6,400	10,150
10.80.4385.00	Supplies - General	14,008	7,932	5,000	8,000	15,000
10.80.4400.00	Supplies - Office	12,619	5,300	1,000	5,500	3,000
10.80.4410.00	Supplies - Operational	270	2,177	5,000	2,300	2,000
10.80.4440.00	Supplies - Fleet	-	849	-	1,500	1,500
10.80.4460.00	Uniforms	-	581	1,000	1,000	3,000
	Total Commodities	51,997	46,010	55,600	63,300	80,200
	Other Charges					
10.80.4540.00	Insurance	6,687	13,903	15,800	13,903	16,300
10.80.4560.00	Memberships & Subscriptions	195	2,163	3,000	3,000	5,000
10.80.4570.00	Miscellaneous	306	7,646	3,000	9,400	5,000
	Total Other Charges	7,189	23,711	21,800	26,303	26,300
	Capital - \$5,000/item min.					
10.80.4830.00	Equipment	-	-	25,000	-	-
	Total Capital	-	-	25,000	-	-
	Total Budget Request	592,613	535,666	761,350	771,453	686,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.82.4122.00	Maintenance - Buildings	26,671	48,000	48,000	48,000	90,000
10.82.4125.00	Maintenance - Equipment	9,555	13,000	10,500	13,000	15,000
10.82.4127.00	Maintenance - Infrastructure	7,377	14,000	9,000	14,000	4,000
10.82.4135.00	Other Contractual Services	56,903	72,000	80,000	72,000	76,000
10.82.4150.00	Professional Services	426	4,000	4,000	4,000	4,200
10.82.4160.00	Rents	-	3,400	1,500	3,400	3,600
10.82.4190.00	Utilities	106,384	113,200	80,000	113,200	124,000
	Total Contractual Services	207,316	267,600	233,000	267,600	316,800
	Commodities					
10.82.4390.00	Supplies - Janitorial	1,318	500	4,000	500	1,500
10.82.4410.00	Supplies - Operational	5,022	1,200	3,000	1,200	3,000
	Total Commodities	6,340	1,700	7,000	1,700	4,500
	Other Charges					
10.82.4540.00	Insurance	20,526	25,208	23,100	25,208	32,000
	Total Other Charges	20,526	25,208	23,100	25,208	32,000
	Capital - \$5,000/item min.					
10.82.4810.00	Buildings	52,298	13,830	25,000	13,830	650,000
	Total Capital	52,298	13,830	25,000	13,830	650,000
	Total Budget Request	286,480	308,338	288,100	308,338	1,003,300

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	350,000	---	350,000
Totals	\$0	\$0	\$0	\$0	0	\$350,000	\$0	\$350,000

Total Cash Available \$ 351,112

Ending Fund Balance \$ 1,112

% of Total Budget 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CONSERVATION TRUST FUND REVENUES</u>						
30.01.3450.00	Lottery Funds	110,880	89,835	82,000	110,000	100,000
30.01.3960.00	Interest Income	774	3,639	50	5,000	4,000
TOTAL FUND REVENUES		111,654	93,474	82,050	115,000	104,000
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						247,112
TOTAL ANTICIPATED FUNDS AVAILABLE		111,654	93,474	82,050	115,000	351,112

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
30.90.4840.00	Infrastructure	79,593	-	-	-	350,000
	Total Capital	79,593	-	-	-	350,000
	Total Budget Request	79,593	-	-	-	350,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
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ARTS & CULTURE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Arts & Culture Fund	-	-	-	-	-	-	-	-
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Total Cash Available \$ 167,102

Ending Fund Balance \$ 167,102

% of Total Budget 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>ARTS & CULTURE FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
		<u>Actuals</u>	<u>Budget</u>		
32.01.3999.00 Transfer In from Library (Library Fac Fee)	-	-	-	17,522	149,580
TOTAL FUND REVENUES	-	-	-	17,522	149,580
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					17,522
TOTAL ANTICIPATED FUNDS AVAILABLE	-	-	-	17,522	167,102

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
32.90.4800.00	Art	-	-	-	-	-
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	762,500	646,250	140,600	72,100	1,621,450	141,000	1,935,000	-	3,697,450
Totals	\$ 762,500	\$ 646,250	\$ 140,600	\$ 72,100	\$ 1,621,450	\$ 141,000	\$ 1,935,000	\$ -	\$ 3,697,450

Total Cash Available \$ 8,256,817

Ending Fund Balance \$ 4,559,367

% of Total Budget	20.62%	17.48%	3.80%	1.95%	43.85%	3.81%	52.33%	0.00%	100.00%
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<u>PARKS AND OPEN SPACE FUND REVENUES</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
34.01.3225.00	Fishing Licenses	380	735	500	750	500
34.01.3420.00	Grants	13,456	-	-	-	-
34.01.3470.00	Larimer County Open Space	481,882	261,368	243,650	390,000	400,000
34.01.3532.00	Park Fees - Building Permits	229,500	167,000	85,000	189,000	87,500
34.01.3550.00	Cemetery Care Fees	(700)	-	-	-	-
34.01.3567.00	Park Reservation Fees	1,970	2,260	400	2,300	1,600
34.01.3740.00	Park & OS - Impact Fees	829,975	693,478	456,980	733,000	535,850
34.01.3741.00	Park & OS - Developer Share	1,000	-	-	-	-
34.01.3940.00	Cemetery Lot Purchase	74,222	50,235	17,000	51,000	40,000
34.01.3953.00	Donation - General	925	-	-	-	-
34.01.3960.00	Interest Income	48,019	110,224	2,000	135,000	50,000
34.01.3985.00	Reimbursed Expenses	1,356	6,168	-	6,300	1,000
		<u>1,681,986</u>	<u>1,291,468</u>	<u>805,530</u>	<u>1,507,350</u>	<u>1,116,450</u>
34.01.3999.00	From Water Fund	20,000	20,000	20,000	20,000	70,000
34.01.3999.00	From Sewer Fund	20,000	20,000	20,000	20,000	60,000
34.01.3999.00	From Drainage	10,000	10,000	10,000	10,000	10,000
34.01.3999.00	From General Fund	1,112,000	-	-	-	1,000,000
Total Fund Revenues		<u>2,843,986</u>	<u>1,341,468</u>	<u>855,530</u>	<u>1,557,350</u>	<u>2,256,450</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						6,000,367
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>8,256,817</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
34.90.4001.00	Salaries	210,526	220,563	341,500	341,500	388,400
34.90.4002.00	Overtime	9,952	18,315	6,000	16,500	13,000
34.90.4010.00	Payroll Taxes	16,342	17,112	26,200	26,200	30,800
34.90.4020.00	Unemployment Taxes	-	-	6,700	3,500	4,000
34.90.4025.00	Workers Compensation	9,380	6,456	17,500	14,900	15,000
34.90.4030.00	Group Insurance	36,581	42,173	70,850	64,900	56,900
34.90.4035.00	Retirement Contribution	20,432	21,605	42,000	37,000	43,600
	Total Personnel Services	303,213	326,225	510,750	504,500	551,700
	New Personnel Services					
34.90.4001.00	Salaries	-	-	-	-	128,600
34.90.4002.00	Overtime	-	-	-	-	4,000
34.90.4010.00	Payroll Taxes	-	-	-	-	9,900
34.90.4020.00	Unemployment Taxes	-	-	-	-	1,100
34.90.4025.00	Workers Compensation	-	-	-	-	3,500
34.90.4030.00	Group Insurance	-	-	-	-	48,200
34.90.4035.00	Retirement Contribution	-	-	-	-	15,500
	Total Personnel Services	-	-	-	-	210,800
	Contractual Services					
34.90.4122.00	Maintenance - Buildings	303	5,044	8,000	6,000	12,000
34.90.4125.00	Maintenance - Equipment	12,761	22,247	60,000	40,000	38,000
34.90.4127.00	Maintenance - Infrastructure	34,279	65,054	45,000	69,000	300,000
34.90.4130.00	Maintenance - Fleet	3,512	119	15,000	6,000	10,000
34.90.4135.00	Other Contractual Services	31,407	37,942	49,500	45,000	56,250
34.90.4150.00	Professional Services	54,155	27,655	65,000	50,000	60,000
34.90.4170.00	Telephone & Internet	1,823	2,605	2,600	6,500	5,000
34.90.4180.00	Travel & Training	1,723	625	4,000	4,000	5,000
34.90.4190.00	Utilities	56,670	4,763	160,000	130,000	160,000
	Total Contractual Services	196,634	166,053	409,100	356,500	646,250

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
34.90.4300.00	Chemicals	22,659	19,942	27,000	25,000	20,000
34.90.4310.00	Computers & Software	500	992	14,040	15,000	11,600
34.90.4330.00	Fuel & Lubricants	10,347	9,478	15,000	13,000	18,000
34.90.4385.00	Supplies - General	2,306	1,021	3,000	3,000	5,000
34.90.4410.00	Supplies - Operational	35,173	27,995	25,000	50,000	70,000
34.90.4420.00	Supplies - Safety	196	789	1,500	1,500	2,000
34.90.4430.00	Supplies - Training	248	-	1,000	1,000	4,000
34.90.4440.00	Supplies - Fleet	1,032	3,191	-	5,800	6,000
34.90.4460.00	Uniforms	3,101	1,404	2,250	2,250	4,000
	Total Commodities	75,562	64,812	88,790	116,550	140,600
	Other Charges					
34.90.4540.00	Insurance	4,180	4,332	4,300	4,332	8,100
34.90.4570.00	Miscellaneous	10,000	-	12,000	12,000	64,000
	Total Other Charges	14,180	4,332	16,300	16,332	72,100
	Capital - \$5,000/item min.					
34.90.4830.00	Equipment	-	36,646	80,000	80,000	141,000
34.90.4840.00	Infrastructure	1,416,479	-	80,000	-	-
34.90.4860.00	Vehicles	48,712	45,680	45,000	45,680	-
	Total Capital	1,465,191	82,326	205,000	125,680	141,000
Impact						
	Capital - \$5,000/item min.					
34.90.4840.00	Infrastructure	65,166	708,232	2,700,000	2,430,000	1,935,000
	Total Capital	65,166	708,232	2,700,000	2,430,000	1,935,000
	Total Budget Request	2,119,946	1,351,980	3,929,940	3,549,562	3,697,450

**TOWN OF JOHNSTOWN
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STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	1,092,400	3,977,000	405,850	26,000	5,501,250	6,384,000	-	-	11,885,250
Totals	\$ 1,092,400	\$ 3,977,000	\$ 405,850	\$ 26,000	\$ 5,501,250	\$ 6,384,000	\$ -	\$ -	\$ 11,885,250

Total Cash Available \$ 25,766,282

Ending Fund Balance \$ 13,881,031

% of Total Budget	9.19%	33.46%	3.41%	0.22%	46.29%	53.71%	0.00%	0.00%	100.00%
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<u>STREET AND ALLEY FUND REVENUES</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
36.01.3120.00	Sales Taxes - General	2,109,331	1,258,944	1,500,000	1,900,000	2,050,000
36.01.3122.00	Use Taxes - Buildings	666,740	400,346	187,500	425,000	400,000
36.01.3124.00	Sales & Use Taxes - Vehicles	2,268,017	1,723,457	1,500,000	1,900,000	1,600,000
36.01.3140.00	Specific Ownership Taxes	536,268	356,285	380,000	420,000	425,000
36.01.3176.00	Highway Users Taxes	559,856	361,319	538,905	450,000	530,000
36.01.3265.00	Right of Way Permits	-	12,475	-	14,000	10,000
36.01.3420.00	Grants	66,666	479,323	1,175,000	1,095,000	-
36.01.3430.00	Road & Bridge - Weld	104,109	55,617	65,000	65,000	65,000
36.01.3435.00	Road & Bridge - Larimer	46,379	56,015	50,000	56,100	50,000
36.01.3580.00	Vehicle Registration Fees	66,410	41,783	65,000	65,000	65,000
36.01.3585.00	Street Maintenance Fee	2	-	-	-	-
36.01.3590.00	Trash Collection Fees	955,348	756,671	945,000	980,000	985,000
36.01.3790.00	Transportation Facility Development Fee - Impact	3,488,229	2,352,639	1,170,000	2,470,000	1,246,375
36.01.3792.00	Traffic Signal Impact Fee	2,410	-	4,000	-	-
36.01.3793.00	Traffic Signal - Dev Share	52,500	29,750	-	29,750	-
36.01.3794.00	Traffic Interchange Recovery	73,431	48,859	-	48,859	30,000
36.01.3960.00	Interest	118,087	271,270	10,200	300,000	100,000
36.01.3970.00	Miscellaneous	140	40	-	40	-
36.01.3985.00	Refund Of Expenditures	1,095	5,615	-	5,615	1,000
36.01.3995.00	Unrealized Gain On Investments	11,895	-	-	-	-
36.01.3999.00	Transfer In	-	1,450,000	1,450,000	1,450,000	-
	Subtotal	11,126,912	9,660,406	9,040,605	11,674,364	7,557,375
	Total Fund Revenues	11,126,912	9,660,406	9,040,605	11,674,364	7,557,375
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					18,208,907
	Total Anticipated Funds Available					25,766,282

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
36.90.4001.00	Salaries	313,401	271,861	429,200	429,200	427,400
36.90.4002.00	Overtime	11,491	17,384	25,250	25,250	26,800
36.90.4010.00	Payroll Taxes	23,834	20,688	34,350	34,350	33,400
36.90.4020.00	Unemployment Taxes	-	-	7,650	7,650	3,600
36.90.4025.00	Workers Compensation	15,554	10,119	38,290	38,290	37,000
36.90.4030.00	Group Insurance	46,934	50,743	101,600	101,600	68,700
36.90.4035.00	Retirement Contribution	32,058	29,856	54,450	54,450	52,200
	Total Personnel Services	443,274	400,651	690,790	690,790	649,100
	New Personnel					
36.90.4001.00	Salaries	-	-	-	-	268,000
36.90.4002.00	Overtime	-	-	-	-	5,000
36.90.4010.00	Payroll Taxes	-	-	-	-	20,700
36.90.4020.00	Unemployment Taxes	-	-	-	-	2,400
36.90.4025.00	Workers Compensation	-	-	-	-	9,000
36.90.4030.00	Group Insurance	-	-	-	-	105,900
36.90.4035.00	Retirement Contribution	-	-	-	-	32,300
	Total New Personnel	-	-	-	-	443,300
	Contractual Services					
36.90.4125.00	Maintenance - Equipment	9,506	37,716	25,000	45,000	25,000
36.90.4127.00	Maintenance - Infrastructure	3,091,448	64,019	1,350,000	1,670,000	2,503,000
36.90.4130.00	Maintenance - Fleet	22,735	23,935	10,000	43,000	40,000
36.90.4135.00	Other Contractual Services	794,868	700,560	970,000	970,000	1,006,000
36.90.4140.00	Postage	-	-	1,000	-	1,000
36.90.4145.00	Printing & Advertising	1,709	-	3,000	-	3,000
36.90.4150.00	Professional Services	23,283	8,319	50,000	15,000	20,000
36.90.4160.00	Rents	4,774	5,137	5,500	10,000	8,000
36.90.4170.00	Telephone & Internet	3,304	4,724	3,600	6,600	6,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
36.90.4180.00	Travel & Training	3,498	11,872	7,000	13,000	15,000
36.90.4190.00	Utilities	430,683	209,251	350,000	310,000	350,000
	Total Contractual Services	4,385,807	1,065,533	2,775,100	3,082,600	3,977,000
	Commodities					
36.90.4300.00	Chemicals	87,438	41,669	60,000	50,000	59,000
36.90.4310.00	Computers & Software	10,829	15,642	12,100	20,000	25,100
36.90.4330.00	Fuel & Lubricants	75,662	35,638	35,000	45,000	75,000
36.90.4385.00	Supplies - General	5,648	581	10,000	4,000	10,000
36.90.4400.00	Supplies - Office	-	-	400	400	-
36.90.4410.00	Supplies - Operational	31,611	87,377	45,000	190,000	185,000
36.90.4420.00	Supplies - Safety	7,427	29,210	15,000	29,210	23,000
36.90.4430.00	Supplies - Training	-	310	500	500	4,000
36.90.4440.00	Supplies - Fleet	47,459	16,108	25,000	21,000	18,000
36.90.4460.00	Uniforms	4,083	2,904	4,000	4,000	6,750
	Total Commodities	270,156	229,439	207,000	364,110	405,850
	Other Charges					
36.90.4540.00	Insurance	6,197	6,659	19,900	6,659	13,000
36.90.4560.00	Memberships & Subscriptions	422	-	1,000	-	8,000
36.90.4570.00	Miscellaneous	247	3,901	5,000	3,925	5,000
	Total Other Charges	6,866	10,560	25,900	10,584	26,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
36.90.4830.00	Equipment	-	97,226	170,000	170,000	229,000
36.90.4840.00	Infrastructure	3,269,266	4,137,456	7,365,000	6,565,000	5,550,000
36.90.4860.00	Vehicles	161,464	43,333	313,000	446,000	605,000
36.90.4890.00	Other Improvements	15,055	-	-	-	-
	Total Capital	3,445,786	4,278,015	7,848,000	7,181,000	6,384,000
	Total Budget Request	8,551,888	5,984,198	11,546,790	11,329,084	11,885,250

**TOWN OF JOHNSTOWN
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CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	9,500	-	-	9,500	2,979,000	-	2,988,500
Totals	\$ -	\$ 9,500	\$ -	\$ -	\$ 9,500	\$ 2,979,000	\$ -	\$ 2,988,500
Total Cash Available								\$ 11,582,306
Ending Fund Balance								\$ 8,593,806
% of Total Budget	0.00%	0.32%	0.00%	0.00%	0.32%	99.68%	0.00%	100.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CAPITAL PROJECT FUND REVENUES</u>				<u>Budget</u>		
38.01.3122.01	Use Tax Revenues - Buildings	1,334,609	1,615,248	300,000	1,925,000	800,000
38.01.3960.00	Interest	165,029	407,583	2,200	500,000	100,000
38.01.3995.00	Unrealized Gain On Investments	69,280	-	-	-	-
38.01.3999.00	Transfers To Tax Fund	-	-	(50,000)	(50,000)	(50,000)
	Subtotal	<u>1,568,918</u>	<u>2,022,831</u>	<u>252,200</u>	<u>2,375,000</u>	<u>850,000</u>
	Total Fund Revenues	<u>1,568,918</u>	<u>2,022,831</u>	<u>252,200</u>	<u>2,375,000</u>	<u>850,000</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					10,732,306
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>11,582,306</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
38.90.4135.00	Other Contractual Services	7,800	5,763	11,500	11,500	9,500
	Total Contractual Services	7,800	5,763	11,500	11,500	9,500
	Capital - \$5,000/item min.					
38.90.4840.00	Infrastructure	5,324,980	2,248,439	2,500,000	2,500,000	2,979,000
	Total Capital	5,324,980	2,248,439	2,500,000	2,500,000	2,979,000
	Total Budget Request	5,332,780	2,254,202	2,511,500	2,511,500	2,988,500

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	750,000	750,000	-	-	750,000
Totals	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 750,000
Total Cash Available								\$ 791,435
Ending Fund Balance								\$ 41,435
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>TAX ALLOCATION FUND REVENUES</u>						
Transfers In:						
60.01.3120.00	Tax Sharing	-	-	675,000	700,000	700,000
60.01.3999.00	Transfers In	273,150	-	-	-	50,000
		<hr/>				
		273,150	257,587	675,000	700,000	750,000
Total Fund Revenues		<hr/>				
		273,150	257,587	675,000	700,000	750,000
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						41,435
Total Anticipated Funds Available						<hr/>
						791,435

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
60.90.4570.00	Miscellaneous	758,068	257,587	675,000	700,000	750,000
	Total Other Charges	758,068	257,587	675,000	700,000	750,000
	Total Budget Request	758,068	257,587	675,000	700,000	750,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	844,700	1,199,000	1,202,950	1,273,000	4,519,650	33,400,000	-	37,919,650
WF C&D	464,850	205,000	492,600	1,650	1,164,100	5,877,500		7,041,600
Totals	\$ 1,309,550	\$ 1,404,000	\$ 1,695,550	\$ 1,274,650	\$ 5,683,750	\$ 39,277,500	\$ -	\$ 44,961,250
Total Cash Available								\$ 142,873,436
Ending Fund Balance								\$ 97,912,186
% of Total Budget	2.91%	3.12%	3.77%	2.83%	12.64%	87.36%	0.00%	100.00%

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>WATER FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
70.01.3270.00 Watering Permit	100	150	-	150	-
70.01.3440.00 Grants	676,967	-	-	-	-
70.01.3810.00 Sales Of Potable Water	4,844,250	3,610,293	4,300,000	4,506,200	5,655,000
70.01.3815.00 Sales Of Nonpotable Water	54,335	34,992	20,000	35,000	20,000
70.01.3820.00 Water Tap Fee	3,596,898	2,367,757	1,357,605	2,700,000	1,397,933
70.01.3825.00 Raw Water Development Fee	3,428,766	2,058,490	1,147,945	2,350,000	1,100,925
70.01.3840.00 Hydrant/Bulk Water	502,616	88,890	235,000	100,000	260,000
70.01.3845.00 Water Lease	26,640	36,750	15,000	36,750	20,000
70.01.3850.00 Water Share Fees	183,065	1,647,250	15,000,000	1,647,250	1,600,000
70.01.3852.00 Water Meter Fee	246,776	191,233	86,500	215,000	91,000
70.01.3920.00 Capital/Developer Contributions	38,984,363	-	-	-	-
70.01.3960.00 Interest Income	255,364	579,308	20,000	730,000	250,000
70.01.3970.00 Miscellaneous	232,619	732,649	125,000	732,649	125,000
70.01.3980.00 Proceeds From Issuance Of Bonds	-	-	56,000,000	-	72,000,000
70.01.3985.00 Refund Of Expenditures	21,754	28,938	-	28,938	-
70.01.3995.00 Unrealized Gain On Investments	67,622	-	-	-	-
70.01.3999.01 Transfer In	-	-	-	-	50,700,000
70.01.3999.00 Transfer Out	-	(600,000)	(600,000)	(600,000)	-
Subtotal	53,122,134	10,776,700	77,707,050	12,481,937	133,219,858
Total Fund Revenues	53,122,134	10,776,700	77,707,050	12,481,937	133,219,858
Unrestricted Cash Balance Forward (Beg. Fund Bal.)					9,653,578
Less Contributed Capital					-
Total Anticipated Funds Available					<u>\$ 142,873,436</u>
Revenues Total					10,519,858

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	95,790	60,613	95,800	95,800	109,900
70.12.4002.00	Overtime	559	23	500	500	500
70.12.4010.00	Payroll Taxes	6,627	4,393	7,100	7,100	8,400
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,000
70.12.4025.00	Workers Compensation	954	679	1,250	1,250	2,500
70.12.4030.00	Group Insurance	18,248	7,869	19,400	19,400	10,600
70.12.4035.00	Retirement Contribution	9,993	6,054	10,900	10,900	13,000
	Total Personnel Services	132,171	79,631	136,050	136,050	145,900
	Contractual Services					
70.12.4110.00	Billing & Administrative	20,000	20,000	20,000	20,000	70,000
70.12.4135.00	Other Contractual Services	66,274	64,308	70,000	70,000	68,400
70.12.4140.00	Postage	8	-	250	250	800
70.12.4145.00	Printing & Advertising	13,393	4,223	15,600	15,600	17,000
70.12.4150.00	Professional Services	473	-	2,000	2,000	2,000
	Total Contractual Services	100,147	88,531	107,850	107,850	158,200
	Administrative Costs Total	232,318	168,162	243,900	243,900	304,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	459,724	278,991	330,200	330,200	482,500
70.90.4002.00	Overtime	25,294	17,728	23,250	23,250	25,800
70.90.4005.00	Compensated Absences	3,425	-	4,500	4,500	8,000
70.90.4010.00	Payroll Taxes	35,228	21,055	25,800	25,800	38,900
70.90.4020.00	Unemployment Taxes	-	-	6,900	6,900	4,400
70.90.4025.00	Workers Compensation	15,839	6,509	16,700	16,700	17,000
70.90.4030.00	Group Insurance	96,851	55,002	57,000	57,000	63,600
70.90.4035.00	Retirement Contribution	43,158	30,026	38,700	38,700	58,300
70.90.4045.00	Cell Phone Allowance	-	150	-	300	300
	Total Personnel Services	679,519	409,461	503,050	503,350	698,800
	Contractual Services					
70.90.4122.00	Maintenance - Buildings	1,558	518	5,000	3,000	4,000
70.90.4125.00	Maintenance - Equipment	184,845	58,330	150,000	100,000	107,000
70.90.4127.00	Maintenance - Infrastructure	129,621	304,628	25,000	405,000	50,000
70.90.4130.00	Maintenance - Vehicles	6,823	2,237	4,000	4,000	7,500
70.90.4135.00	Other Contractual Services	301,502	69,364	224,000	104,000	156,000
70.90.4140.00	Postage	4	34	3,500	35	3,500
70.90.4145.00	Printing and Advertising	-	-	2,000	-	2,000
70.90.4150.00	Professional Services	270,786	116,249	200,000	190,000	210,000
70.90.4170.00	Telephone & Internet	13,234	5,045	11,000	8,000	15,800
70.90.4180.00	Travel & Training	5,543	5,837	5,000	6,000	7,000
70.90.4190.00	Utilities	290,656	195,560	230,000	230,000	253,000
70.90.4195.00	Water Assessments	188,394	199,690	225,000	200,000	225,000
	Total Contractual Services	1,392,966	957,491	1,084,500	1,250,035	1,040,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Commodities</u>					
70.90.4300.00	Chemicals	989,131	514,606	1,500,000	900,000	1,100,000
70.90.4310.00	Computers & Software	6,025	3,299	17,600	17,600	31,500
70.90.4330.00	Fuel & Lubricants	6,524	9,096	9,000	9,200	9,000
70.90.4340.00	Hydrants	44,550	-	-	-	-
70.90.4380.00	Supplies - Buildings	-	-	-	-	1,000
70.90.4385.00	Supplies - General	20,332	2,772	7,000	4,000	4,000
70.90.4390.00	Supplies - Janitorial	-	60	1,000	1,000	1,000
70.90.4395.00	Supplies - Lab	20,830	18,821	25,000	22,000	21,450
70.90.4410.00	Supplies - Operational	57,257	14,726	30,000	15,000	20,000
70.90.4420.00	Supplies - Safety	3,613	1,075	1,500	1,500	2,250
70.90.4430.00	Supplies - Training	542	2,626	2,500	2,750	1,500
70.90.4440.00	Supplies - Fleet	7,971	2,314	2,000	4,000	7,500
70.90.4460.00	Uniforms	3,807	2,200	3,500	2,500	3,750
70.90.4480.00	Water Meters	225,621	-	-	-	-
	Total Commodities	1,386,203	571,593	1,599,100	979,550	1,202,950
	<u>Other Charges</u>					
70.90.4515.00	Depreciation	518,024	408,114	970,000	544,200	994,200
70.90.4540.00	Insurance	55,013	63,930	57,300	63,930	77,300
70.90.4560.00	Memberships& Subscriptions	787	1,521	1,350	1,600	1,500
70.90.4570.00	Miscellaneous	52,530	4,149	200,000	50,000	200,000
	Total Other Charges	626,353	477,714	1,228,650	659,730	1,273,000
	<u>Capital - \$5,000/item min.</u>					
70-90-4810-00	Buildings	-	46,065	261,280	308,280	30,000,000
70.90.4840.00	Infrastructure	-	1,524,545	33,300,000	13,650,000	1,200,000
70.90.4860.00	Vehicles	-	25,734	-	26,000	-
70.90.4880.00	Water Shares	-	685,700	350,000	690,000	400,000
70.90.4995.00	Cost of Issuance	-	-	600,000	-	1,800,000
	Total Capital	-	2,282,044	34,511,280	14,674,280	33,400,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Water - C&D					
	Personnel Services					
70-92-4001-00	Salaries	-	136,757	311,600	311,600	272,500
70-92-4002-00	Overtime	-	11,630	10,500	14,000	16,500
70-92-4005-00	Compensated Absences	-		1,500	1,500	3,500
70-92-4010-00	Payroll Taxes	-	10,686	24,600	24,600	21,200
70-92-4020-00	Unemployment Taxes	-		3,500	3,500	2,500
70-92-4025-00	Workers Compensation	-	6,668	3,700	7,000	6,500
70-92-4030-00	Group Insurance	-	26,132	79,700	79,700	34,600
70-92-4035-00	Retirement Contribution	-	11,245	38,200	38,200	32,600
	Total Personnel Services	-	203,118	473,300	480,100	389,900
	New Personnel					
70-92-4001.00	Salaries	-	-	-	-	48,400
70-92-4002.00	Overtime	-	-	-	-	1,000
70-92-4010.00	Payroll Taxes	-	-	-	-	3,700
70-92-4020.00	Unemployment Taxes	-	-	-	-	500
70-92-4025.00	Workers Compensation	-	-	-	-	900
70-92-4030.00	Group Insurance	-	-	-	-	14,600
70-92-4035.00	Retirement Contribution	-	-	-	-	5,850
	Total Personnel Services	-	-	-	-	74,950
	Contractual Services					
70-92-4125-00	Maintenance - Equipment	-	50,702	40,000	51,000	85,000
70-92-4127-00	Maintenance - Infrastructure	-	78,015	100,000	78,500	100,000
70-92-4130-00	Maintenance - Vehicles	-	6,999	3,000	7,000	6,000
70-92-4135-00	Other Contractual Services	-	4,185	14,000	14,000	14,000
	Total Contractual Services	-	139,900	157,000	150,500	205,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
70-92-4170-00	Telephone & Internet	-	2,103	9,500	4,000	4,800
70-92-4180-00	Travel & Training	-	6,393	4,500	6,500	7,500
70-92-4310-00	Computers And Software	-	11,604	21,000	37,000	52,000
70-92-4330-00	Fuel And Lubricants	-	-	5,000	5,000	9,000
70-92-4340-00	Hydrants	-	20,882	50,000	50,000	50,000
70-92-4385-00	Supplies - General	-	2,174	7,000	4,000	4,000
70-92-4395-00	Supplies - Lab	-	856	5,000	5,000	2,000
70-92-4410-00	Supplies - Operational	-	20,134	30,000	30,000	30,000
70-92-4420-00	Supplies - Safety	-	4,752	6,500	6,500	3,000
70-92-4430-00	Supplies - Training	-	2,428	2,500	3,550	1,300
70-92-4440-00	Supplies - Vehicles	-	640	2,000	2,000	6,000
70-92-4460-00	Uniforms	-	1,177	2,000	2,000	3,000
70-92-4480-00	Water Meters	-	194,442	150,000	300,000	320,000
	Total Commodities	-	267,585	295,000	455,550	492,600
	Other Charges					
70-92-4560-00	Memberships & Subscriptions	-	856	1,350	1,000	1,500
70-92-4570-00	Miscellaneous	-	6,097	500	6,100	150
	Total Other Charges	-	6,953	1,850	7,100	1,650
	Capital - \$5,000/Item Min.					
70-92-4830-00	Capital - Equipment	-	5,117	6,000	5,117	65,000
70-92-4840-00	Capital - Infrastructure	13,896,309	951,416	2,500,000	1,450,000	5,700,000
70-92-4860-00	Capital - Vehicles	77,380	-	-	-	112,500
70-92-4880-00	Capital - Water Shares	45,000	-	-	-	-
	Total Capital	14,018,689	956,533	2,506,000	1,455,117	5,877,500
	Total Budget Request	18,336,048	6,440,554	42,603,630	20,859,212	44,961,250

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	847,200	1,033,050	338,750	1,202,800	3,421,800	28,585,000	2,767,650	34,774,450
SF C&D	278,850	287,650	54,050	1,490	622,040	13,137,500	-	13,759,540
Totals	\$ 1,126,050	\$ 1,320,700	\$ 392,800	\$ 1,204,290	\$ 4,043,840	\$ 41,722,500	\$ 2,767,650	\$ 48,533,990

Total Cash Available \$ 65,753,911

Ending Fund Balance \$ 17,219,921

% of Total Budget	2.32%	2.72%	0.81%	2.48%	8.33%	85.97%	5.70%	100.00%
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		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>SEWER FUND REVENUES</u>		<u>Actuals</u>	<u>Jan - Sept Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
72.01.3775.00	Sewer - Regional Impact Fee	4,387,299	1,872,500	2,105,000	2,100,000	1,345,000
72.01.3870.00	Sewer Charges	3,015,211	2,519,053	3,181,500	3,348,000	3,795,000
72.01.3880.00	Sewer Tap Fees	4,093,372	1,972,590	1,113,560	2,220,000	2,793,775
72.01.3960.00	Interest	992,106	2,298,425	100,000	2,500,000	500,000
72.01.3970.00	Miscellaneous	50,470	45,709	18,900	45,709	25,000
72.01.3995.00	Unrealized Gain On Investments	45,145	-	-	-	-
72.01.3999.00	Transfers In	-	-	50,000,000	50,000,000	-
72.01.3999.00	Transfers Out	-	(600,000)	(600,000)	(600,000)	-
72-01-3985-00	Refund Of Expenditures	260,000	-	-	-	-
	Subtotal	12,843,603	8,108,276	55,918,960	59,613,709	8,458,775
	Total Fund Revenues	12,843,603	8,108,276	55,918,960	59,613,709	8,458,775
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					57,295,136
	Total Anticipated Funds Available					65,753,911

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Administrative Costs						
Personnel Services						
72.12.4001.00	Salaries	96,093	60,612	95,800	95,800	109,900
72.12.4002.00	Overtime	559	23	500	500	500
72.12.4010.00	Payroll Taxes	6,643	4,393	7,100	7,100	8,400
72.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,000
72.12.4025.00	Workers Compensation	929	679	1,250	1,250	2,500
72.12.4030.00	Group Insurance	18,247	7,869	19,400	19,400	10,600
72.12.4035.00	Retirement Contribution	9,993	6,054	10,900	10,900	13,000
	Total Personnel Services	132,464	79,630	136,050	136,050	145,900
Contractual Services						
72.12.4110.00	Billing & Administrative	20,000	20,000	20,000	20,000	60,000
72.12.4135.00	Other Contractual Services	46,749	54,373	55,700	60,900	68,400
72.12.4140.00	Postage	-	-	500	250	800
72.12.4145.00	Printing & Advertising	12,043	4,223	15,500	15,600	17,000
	Total Contractual Services	78,792	78,597	91,700	96,750	146,200
	Total Administrative Costs	211,255	158,227	227,750	232,800	292,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Operational Costs						
Personnel Services						
72.90.4001.00	Salaries	282,324	245,492	243,000	250,000	463,200
72.90.4002.00	Overtime	15,577	14,999	23,250	23,250	24,300
72.90.4005.00	Compensated Absences	3,679	-	4,500	4,500	8,000
72.90.4010.00	Payroll Taxes	22,585	18,271	19,100	19,100	37,300
72.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	4,300
72.90.4025.00	Workers Compensation	8,312	5,152	21,200	21,200	21,000
72.90.4030.00	Group Insurance	57,329	49,685	48,250	50,000	84,600
72.90.4035.00	Retirement Contribution	28,565	24,609	29,900	29,900	57,400
72.90.4045.00	Cell Phone Allowance	28,565	163		200	1,200
	Total Personnel Services	446,935	358,370	394,400	403,350	701,300
Contractual Services						
72.90.4122.00	Maintenance - Buildings	5,527	1,706	7,500	7,500	4,000
72.90.4125.00	Maintenance - Equipment	79,291	91,165	90,000	92,000	47,000
72.90.4127.00	Maintenance - Infrastructure	100,253	24,853	25,000	27,500	70,000
72.90.4130.00	Maintenance - Vehicles	6,044	2,717	3,000	3,000	6,500
72.90.4135.00	Other Contractual Services	232,589	176,017	379,000	257,478	202,450
72.90.4140.00	Postage	4	-	-	-	1,000
72.90.4145.00	Printing & Advertising	-	-	500	-	1,000
72.90.4150.00	Professional Services	21,283	3,615	20,000	5,000	10,000
72.90.4160.00	Rents	827	-	5,000	3,000	5,000
72.90.4170.00	Telephone & Internet	12,807	7,834	9,700	10,000	25,400
72.90.4180.00	Travel & Training	3,265	4,276	4,500	4,500	7,000
72.90.4190.00	Utilities	354,327	267,608	315,000	370,000	507,500
	Total Contractual Services	816,216	579,791	859,200	779,978	886,850
Commodities						
72.90.4300.00	Chemicals	184,435	192,007	200,000	192,100	260,000
72.90.4310.00	Computers & Software	4,847	4,305	18,610	18,000	20,000
72.90.4330.00	Fuel & Lubricants	6,514	9,096	9,000	9,500	10,000
72.90.4380.00	Supplies - Buildings	11	119	3,500	3,500	2,500
72.90.7385.00	Supplies - General	8,790	2,157	5,000	3,000	3,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
72.90.4390.00	Supplies - Janitorial	51	171	1,500	1,200	1,500
72.90.4395.00	Supplies - Lab	5,194	2,412	12,000	6,000	8,000
72.90.4400.00	Supplies - Office	-	379	250	400	1,500
72.90.4410.00	Supplies - Operational	27,173	12,944	15,000	15,000	15,000
72.90.4420.00	Supplies - Safety	4,045	804	1,500	1,500	5,000
72.90.4430.00	Supplies - Training	111	2,785	2,500	2,800	1,500
72.90.4440.00	Supplies - Fleet	7,765	3,813	1,000	4,250	7,000
72.90.4460.00	Uniforms	1,801	685	2,000	1,285	3,750
	Total Commodities	250,735	231,677	271,860	258,535	338,750
	Other Charges					
72.90.4515.00	Depreciation	235,093	393,570	1,200,000	525,300	1,125,300
72.90.4540.00	Insurance	57,408	61,371	55,000	61,371	76,000
72.90.4560.00	Memberships & Subscriptions	400	1,492	1,350	1,500	1,500
72.90.4570.00	Miscellaneous	11,990	796	-	800	-
	Total Other Charges	304,890	457,228	1,256,350	588,971	1,202,800
	Capital - \$5,000/item min.					
72.90.4810.00	Buildings	1,467,800	13,718,677	57,300,000	25,505,000	28,500,000
72.90.4820.00	Easements	(2,275)		-	-	-
72.90.4830.00	Equipment	-	12,757	15,000	15,000	40,000
72.90.4840.00	Infrastructure	27,150,781		-		-
72.90.4860.00	Vehicles	71,651	-	-	-	45,000
	Total Capital	28,687,957	13,731,434	57,315,000	25,520,000	28,585,000
	Debt Service					
72.90.4900.00	Principal	-	-	808,700	810,000	855,000
72.90.4950.00	Interest	1,953,150	976,575	1,955,300	1,955,300	1,912,650
	Total Debt Service	1,953,150	976,575	2,764,000	2,765,300	2,767,650

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Sewer - C&D						
Personnel Services						
72-92-4001-00	Salaries	-	74,447	111,400	111,400	144,700
72-92-4002-00	Overtime	-	4,377	10,500	10,500	6,500
72-92-4005-00	Compensated Absences	-		1,500	1,500	3,000
72-92-4010-00	Payroll Taxes	-	5,796	9,500	9,500	11,000
72-92-4020-00	Unemployment Taxes	-		3,500	3,500	2,100
72-92-4025-00	Workers Compensation	-	3,559	3,700	3,700	3,700
72-92-4030-00	Group Insurance	-	15,037	33,500	33,500	15,000
72-92-4035-00	Retirement Contribution	-	6,716	13,200	13,200	17,900
	Total Personnel Services	-	109,933	186,800	186,800	203,900
New Personnel						
72-92-4001.00	Salaries	-	-	-	-	48,400
72-92-4002.00	Overtime	-	-	-	-	1,000
72-92-4010.00	Payroll Taxes	-	-	-	-	3,700
72-92-4020.00	Unemployment Taxes	-	-	-	-	500
72-92-4025.00	Workers Compensation	-	-	-	-	900
72-92-4030.00	Group Insurance	-	-	-	-	14,600
72-92-4035.00	Retirement Contribution	-	-	-	-	5,850
	Total New Personnel	-	-	-	-	74,950
Contractual Services						
72-92-4125-00	Maintenance - Equipment	-	957	5,000	2,000	5,000
72-92-4127-00	Maintenance - Infrastructure	-	73,272	100,000	73,500	75,000
72-92-4130-00	Maintenance - Vehicles	-	6,999	3,000	7,000	4,750
72-92-4135-00	Other Contractual Services	-	49,955	127,000	107,000	181,000
72-92-4140-00	Postage	-	-	250	-	-
72-92-4145-00	Printing & Advertising	-	-	500	-	-
72-92-4150-00	Professional Services	-	142	20,000	20,000	10,000
72-92-4170-00	Telephone & Internet	-	1,134	3,750	3,750	4,400
72-92-4180-00	Travel & Training	-	6,419	4,500	6,500	7,500
	Total Contractual Services	-	138,878	264,000	219,750	287,650

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
72-92-4300-00	Chemicals	-	-	15,000	5,000	-
72-92-4310-00	Computers And Software	-	3,568	500	4,500	6,000
72-92-4330-00	Fuel & Lubricants	-	-	5,000	5,000	9,000
72-92-4385-00	Supplies - General	-	5,131	5,000	7,000	7,000
72-92-4410-00	Supplies - Operational	-	17,148	15,000	20,000	20,000
72-92-4420-00	Supplies - Safety	-	4,797	6,500	6,500	3,000
72-92-4430-00	Supplies - Training	-	1,865	2,500	3,000	1,300
72-92-4440-00	Supplies - Vehicles	-	867	2,000	2,000	4,750
72-92-4460-00	Uniforms	-	1,177	2,000	1,500	3,000
	Total Commodities	-	34,554	53,500	54,500	54,050
	Other Charges					
72-92-4560-00	Memberships & Subscriptions	-	758	1,350	1,350	1,490
72-92-4570-00	Miscellaneous	-	1,046	500	1,100	-
	Total Other Charges	-	1,804	1,850	2,450	1,490
	Capital - \$5,000/Item Min.					
72-92-4830-00	Equipment	-	5,151	6,000	5,500	25,000
72-92-4840-00	Infrastructure	-	3,866,040	21,060,000	14,000,000	13,000,000
72-92-4860-00	Vehicles	-	-	-	-	112,500
	Total Capital	-	3,871,190	21,066,000	14,005,500	13,137,500
	Total Budget Request	32,671,138	20,649,661	84,660,710	45,017,934	48,533,990

**TOWN OF JOHNSTOWN
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DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	369,900	899,990	43,600	64,000	1,377,490	1,038,400	-	2,415,890
Totals	\$ 369,900	\$ 899,990	\$ 43,600	\$ 64,000	\$ 1,377,490	\$ 1,038,400	\$ -	\$ 2,415,890
Total Cash Available								\$ 5,339,955
Ending Fund Balance								\$ 2,924,065
% of Total Budget	15.31%	37.25%	1.80%	2.65%	57.02%	42.98%	0.00%	100.00%

		<u>2022Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
<u>DRAINAGE FUND REVENUES</u>						
74.01.3720.00	Drainage Impact Fee	811,250	293,865	220,000	300,000	220,000
74.01.3860.00	Drainage Charges	501,456	395,331	500,000	520,000	525,000
74.01.3960.00	Interest	33,990	77,444	1,000	100,000	40,000
74.01.3970.00	Miscellaneous	-	-	-	-	457,560
74.01.3995.00	Unrealized Gain On Investments	10,783	-	-	-	-
74.01.3999.00	Transfers	-	(250,000)	(250,000)	(250,000)	-
	Subtotal	<u>1,357,479</u>	<u>516,640</u>	<u>471,000</u>	<u>670,000</u>	<u>1,242,560</u>
	Total Fund Revenues	<u>1,357,479</u>	<u>516,640</u>	<u>471,000</u>	<u>670,000</u>	<u>1,242,560</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					4,097,395
	Total Anticipated Funds Available					<u>5,339,955</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Administrative Costs						
	Personnel Services					
74.12.4001.00	Salaries	68,629	47,648	73,050	73,050	87,600
74.12.4002.00	Overtime	316	15	500	500	500
74.12.4010.00	Payroll Taxes	4,677	3,442	5,630	5,630	6,700
74.12.4020.00	Unemployment Taxes	-	-	1,050	1,050	1,300
74.12.4025.00	Workers Compensation	736	567	870	870	1,000
74.12.4030.00	Group Insurance	13,270	6,909	14,020	14,020	9,400
74.12.4035.00	Retirement Contribution	7,066	4,877	7,790	7,790	10,400
	Total Personnel Services	94,694	63,458	102,910	102,910	116,900
	Contractual Services					
74.12.4110.00	Billing & Administrative	10,000	10,000	10,000	10,000	10,000
74.12.4135.00	Other Contractual Services	24,969	17,730	26,390	26,390	26,390
74.12.4140.00	Postage	-	-	500	500	500
74.12.4145.00	Printing & Advertising	8,043	2,815	10,600	10,600	10,600
	Total Contractual Services	43,012	30,545	47,490	47,490	47,490
	Total Administrative Costs	137,706	94,003	150,400	150,400	164,390
Operational Costs						
	Personnel Services					
74.90.4001.00	Salaries	73,691	56,493	95,600	95,600	120,400
74.90.4002.00	Overtime	2,814	3,930	10,250	10,250	8,900
74.90.4005.00	Compensated Absences	2,409		3,000	3,000	5,000
74.90.4010.00	Payroll Taxes	5,731	4,369	7,350	7,350	9,900
74.90.4020.00	Unemployment Taxes	-	-	3,200	3,200	3,000
74.90.4025.00	Workers Compensation	3,907	2,441	8,250	8,250	8,250
74.90.4030.00	Group Insurance	11,735	8,401	19,200	19,200	21,900
74.90.4035.00	Retirement Contribution	7,243	6,169	11,700	11,700	15,600
	Total Personnel Services	107,530	81,803	158,550	158,550	192,950

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>New Personnel</u>					
74.90.4001.00	Salaries	-	-	-	-	38,900
74.90.4002.00	Overtime	-	-	-	-	2,000
74.90.4010.00	Payroll Taxes	-	-	-	-	3,000
74.90.4020.00	Unemployment Taxes	-	-	-	-	350
74.90.4025.00	Workers Compensation	-	-	-	-	2,000
74.90.4030.00	Group Insurance	-	-	-	-	9,200
74.90.4035.00	Retirement Contribution	-	-	-	-	4,600
	Total New Personnel	-	-	-	-	60,050
	<u>Contractual Services</u>					
74.90.4125.00	Maintenance - Equipment	266	2,177	2,500	2,500	-
74.90.4127.00	Maintenance - Infrastructure	16,414	49,767	55,000	75,000	300,000
74.90.4130.00	Maintenance - Fleet	377	-	1,000	1,000	1,500
74.90.4135.00	Other Contractual Services	-	-	-	-	500,000
74.90.4150.00	Professional Services	25,040	5,363	25,000	25,000	47,000
74.90.4160.00	Rents	-	-	1,000	-	-
74.90.4170.00	Telephone & Internet	80	-	100	-	-
74.90.4180.00	Travel & Training	30	608	2,000	2,000	4,000
	Total Contractual Services	42,206	57,915	86,600	105,500	852,500
	<u>Commodities</u>					
74.90.4300.00	Chemicals	10,531	-	-	-	-
74.90.4310.00	Computers & Software	2,489	563	4,875	4,875	19,600
74.90.4330.00	Fuel & Lubricants	6,514	3,032	4,000	4,000	6,000
74.90.4385.00	Supplies - General	503	29	1,000	1,000	1,000
74.90.4400.00	Supplies - Office	98	-	-	-	-
74.90.4410.00	Supplies - Operational	1,077	-	3,000	3,000	3,000
74.90.4430.00	Supplies - Training	-	-	2,500	-	5,000
74.90.4440.00	Supplies - Fleet	1,152	-	5,000	5,000	5,000
74.90.4460.00	Uniforms	1,345	-	500	500	4,000
	Total Commodities	23,708	3,624	20,875	18,375	43,600

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
74.90.4515.00	Depreciation	9,557	31,257	225,000	45,000	53,000
74.90.4540.00	Insurance	2,583	2,156	2,000	2,156	3,000
74.90.4560.00	Memberships & Subscriptions	-	-	-	-	3,000
74.90.4570.00	Miscellaneous	-	-	-	-	5,000
	Total Other Charges	12,140	33,413	227,000	47,156	64,000
	Capital - \$5,000/item min.					
74.90.4840.00	Infrastructure	230,927	-	-	70,000	1,038,400
	Total Capital	230,927	-	-	70,000	1,038,400
	Total Budget Request	554,217	270,758	643,425	549,981	2,415,890

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CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services				Contract Services		Commodity		Other Charges		Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Available														\$ 203,258
Ending Fund Balance														\$ 203,258
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CEMETERY PERPETUAL FUND REVENUES</u>				<u>Budget</u>		
80.01.3940.00	Cemetery Lot Purchase	12,898	8,865	12,560	12,560	12,560
80.01.3960.00	Interest Income	1,974	4,538	60	5,850	3,600
	Subtotal	<u>14,872</u>	<u>13,403</u>	<u>12,620</u>	<u>18,410</u>	<u>16,160</u>
	Total Fund Revenues	<u>14,872</u>	<u>13,403</u>	<u>12,620</u>	<u>18,410</u>	<u>16,160</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					187,098
	Total Anticipated Funds Available					<u>203,258</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
80.90.4150.00	Professional Services	-	-	-	-	-
	Total Contractual Services	-	-	-	-	-
	Other Charges					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	Transfers					
80.90.4999.00	Transfers Out	-	-	-	-	-
	Total Trasnfers Out	-	-	-	-	-
	Capital - \$5,000/item min.					
80.90.4840.00	Infrastructure	-	-	-	-	-
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

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LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	862,500	902,000	175,000	222,000	2,161,500	-	-	2,161,500
Totals	\$ 862,500	\$ 902,000	\$ 175,000	\$ 222,000	\$ 2,161,500	\$ -	\$ -	\$ 2,161,500
Total Cash Available								\$ 14,834,417
Ending Fund Balance								\$ 12,672,917
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

<u>LIBRARY FUND</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
92.01.3730.00	Library Facilities Fee	793,779	666,197	439,410	710,000	373,950
92.01.3953.00	Donation	173	3,355	3,500	3,500	3,500
92.01.3960.00	Interest Income	116,540	253,995	75,000	365,000	500,000
92.01.3970.00	Miscellaneous	2,368	10,103	7,500	10,000	10,000
92.01.3985.00	Weld Library Dist.	486,565	827,145	819,186	827,145	1,292,842
92.01.3999.00	Transfers In - TOJ	1,202,027	824,399	1,243,246	1,243,256	2,491,362
92.01.3999.00	Transfers Out - TOJ	-	-	-	(21,902)	(186,975)
Subtotal		<u>2,601,453</u>	<u>2,585,195</u>	<u>2,587,842</u>	<u>3,136,999</u>	<u>4,484,679</u>
Total Fund Revenues		<u>2,601,453</u>	<u>2,585,195</u>	<u>2,587,842</u>	<u>3,136,999</u>	<u>4,484,679</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						10,349,738
Total Anticipated Funds Available						<u>\$ 14,834,417</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Personnel Services</u>					
92.90.4001.00	Salaries	370,448	307,719	677,000	565,000	862,500
92.90.4002.00	Overtime	122	545			
92.90.4010.00	Payroll Taxes	27,292	22,578			
92.90.4020.00	Unemployment Taxes	-	-			
92.90.4025.00	Workers Compensation	379	286			
92.90.4030.00	Group Insurance	866	32,782			
92.90.4035.00	Retirement Contribution	6,939	18,687			
	Total Personnel Services	406,045	382,598	677,000	565,000	862,500
	<u>Contractual Services</u>					
92.90.4122.00	Maintenance - Buildings	204,128	135,064	680,000	555,000	795,000
92.90.4145.00	Printing & Advertising	20,537	13,143	32,000	16,500	32,000
92.90.4150.00	Professional Services	-	-	10,000	-	10,000
92.90.4170.00	Telephone & Internet	4,970	5,026	10,000	7,000	10,000
92.90.4180.00	Travel & Training	1,940	699	5,000	1,500	5,000
92.90.4190.00	Utilities	37,153	27,976	40,000	45,000	50,000
	Total Contractual Services	268,729	181,908	777,000	625,000	902,000
	<u>Commodities</u>					
92.90.4310.00	Computers & Software	257	-	5,000	2,500	5,000
92.90.4385.00	Supplies - General	5,804	3,613	75,000	6,000	12,000
92.90.4390.00	Supplies - Janitorial	819	582	3,000	1,200	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	-	-
92.90.4410.00	Supplies - Operational	46,660	43,438	260,000	67,000	155,000
	Total Commodities	53,540	47,634	355,000	76,700	175,000
	<u>Other Charges</u>					
92.90.4540.00	Insurance	-	-	5,000	-	-
92.90.4560.00	Memberships & Subscriptions	357	134	2,500	500	2,500
92.90.4570.00	Miscellaneous	51,740	30,391	4,500	60,000	219,500
	Total Other Charges	52,097	30,525	12,000	60,500	222,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
92.90.4810.00	Buildings	178,337	-	-	-	-
	Total Capital	178,337	-	-	-	-
	Total Budget Request	958,748	642,663	1,821,000	1,327,200	2,161,500

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	503,000	-	-	503,000	-	-	503,000
Totals	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000
Total Cash Available								\$ 503,000
Ending Fund Balance								\$ -
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>RECREATION CENTER FUND REVENUES</u>						
96.01.3420.00	State Grant	25,000	-	-	-	-
96.01.3999.00	Transfer In	-	77,262	77,262	377,262	503,000
	Subtotal	<u>25,000</u>	<u>77,262</u>	<u>77,262</u>	<u>377,262</u>	<u>503,000</u>
Total Fund Revenues		<u>25,000</u>	<u>77,262</u>	<u>77,262</u>	<u>377,262</u>	<u>503,000</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						-
Total Anticipated Funds Available						<u>503,000</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
96.90.4135.00	Other Contractual Services	500,000	354,958	500,000	800,000	500,000
96.90.4140.00	Insurance	-	54,513	-	-	-
96.90.4570.00	Miscellaneous	25,000	-	-	-	3,000
		525,000	409,471	500,000	800,000	503,000
	Total Budget Request	525,000	409,471	500,000	800,000	503,000

Dept.	Capital Request	Category	Fund	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	Total
Admin	Downtown Branding & Wayfinding- carryover FY22	Enhancement	General	60,000	650,000									710,000
Admin	Town wide wayfinding signage	Enhancement	General			500,000	500,000	500,000	500,000					2,000,000
Admin	Networks & IT	Maintenance	General	20,000	70,000	20,000	20,000	20,000	75,000	25,000	25,000	55,000	60,000	390,000
Admin	Town Hall Vehicle	Equipment	General	76,000		32,000				34,000			39,000	181,000
Admin	Financial software	Enhancement	General					150,000						150,000
Admin	Events van with wrap	Equipment	General	30,000							40,000			70,000
Planning	Comp Plan updates	Planning	General			60,000				60,000				120,000
Planning	Land Use Code audit and revisions	Planning	General				50,000					80,000		130,000
Planning	Housing Needs Assessment & Strategy Plan	Planning	General		80,000					40,000				120,000
Police	Police vehicles - 8 cars per year	Equipment	General	495,000	693,000	727,650	764,033	802,234	842,346	884,463	928,686	975,121	1,014,126	8,126,659
Police	PD expansion	Enhancement	General	4,000,000										4,000,000
Eng	Work trucks - 2	Equipment	General	100,000					104,000					204,000
PW	Building remodel	Enhancement	General	500,000										500,000
PW	Keyless access/Cameras	Enhancement	General	30,000										30,000
PW	Aerial photography	Maintenance	General			35,000			35,000			40,000		110,000
General Fund Totals:				5,311,000	1,493,000	1,374,650	1,334,033	1,472,234	1,556,346	1,043,463	993,686	1,150,121	1,113,126	16,841,659
Police	Land purchase for expansion	New Infrastructure	Capital Projects			1,500,000								1,500,000
Police	New Police department	New Infrastructure	Capital Projects										20,000,000	20,000,000
Admin	EV charging stations	Enhancement	Capital Projects	50,000			50,000							100,000
Admin	Downtown Branding & Wayfinding Sign Design/Constructor	Enhancement	Capital Projects	1,229,000										1,229,000
Capital Fund Totals:				1,279,000	0	1,500,000	50,000	0	0	0	0	0	20,000,000	22,829,000
PW	Cemetery irrigation	Enhancement	Parks & OS			50,000								50,000
PW	Cemetery expansion	New Infrastructure	Parks & OS					400,000						400,000
PW	Columbarium	New Infrastructure	Parks & OS									100,000		100,000
PW	Equipment - mowers, tanks, etc.	Equipment	Parks & OS	196,000	25,000			25,000		75,000		25,000		346,000
PW	Parks vehicles	Equipment	Parks & OS	30,000	45,000		45,000		50,000		50,000		50,000	270,000
PW	Tree program	Maintenance	Parks & OS	50,000	30,000	35,000	35,000	40,000	40,000	45,000	45,000	45,000	50,000	415,000
PW	Park development	New Infrastructure	Parks & OS		2,000,000	2,000,000								4,000,000
PW	Outdoor recreation facilities/amenities	New Infrastructure	Parks & OS		150,000	120,000		120,000		120,000			120,000	630,000
PW	Playground improvements/replacements	Maintenance	Parks & OS	350,000		150,000	200,000	200,000	200,000	200,000		150,000		1,450,000
PW	Park development	New Infrastructure	CTF	350,000		350,000		350,000		375,000		375,000		1,800,000
PW	Trail development	New Infrastructure	Parks & OS	1,300,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	10,300,000
PW	Parks, Trails, OS Master Plan	Planning	Parks & OS	200,000				100,000					100,000	400,000
Parks Totals:				2,476,000	3,250,000	3,705,000	1,280,000	2,235,000	1,290,000	1,815,000	1,095,000	1,695,000	1,320,000	20,161,000
PW	Streets Maintenance program	Maintenance	Streets	2,250,000	2,300,000	2,500,000	2,500,000	2,700,000	2,700,000	3,000,000	3,000,000	3,250,000	3,250,000	27,450,000
PW	RRX upgrade agreements	Enhancement	Streets		75,000				85,000				100,000	260,000
PW	Major construction projects	New Infrastructure	Streets				3,750,000							3,750,000
PW	Bridge maintenance	Maintenance	Streets	103,000	30,000	20,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	328,000
PW	HPB/Hwy. 34 D & C	Enhancement	Streets	750,000	2,000,000									2,750,000
PW	Alley overlay program	Enhancement	Streets	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
PW	Curb/gutter/sidewalk replacement	Maintenance	Streets	50,000	115,000	115,000	125,000	125,000	125,000	135,000	135,000	135,000	150,000	1,210,000
PW	Sweeper	Equipment	Streets					285,000						285,000
PW	Plow Trucks	Equipment	Streets	555,000		175,000		175,000		175,000		175,000		1,255,000
PW	Milling attachment	Equipment	Streets	80,000										80,000
PW	Breaker attachment	Equipment	Streets	30,000										30,000
PW	Plate tamper	Equipment	Streets	5,000										5,000
PW	Tack tank	Equipment	Streets	8,000										8,000
PW	Water tank and tools	Equipment	Streets	6,000										6,000
PW	Skid Steer	Equipment	Streets	85,000										85,000
PW	Streets vehicles	Equipment	Streets	50,000		50,000		55,000		55,000			60,000	270,000
PW	Trailer build out	Equipment	Streets	15,000										15,000
PW	Transportation Master Plan Update	Planning	Streets					100,000					100,000	200,000
PW	Colorado half-street improvements	Enhancement	Streets	2,000,000										2,000,000
PW	Colo & Hwy 60 construction	Enhancement	Streets	2,500,000										2,500,000
Streets Totals:				8,587,000	4,620,000	2,960,000	6,500,000	3,565,000	3,035,000	3,490,000	3,260,000	3,685,000	3,785,000	43,487,000

Dept.	Capital Request	Category	Fund	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	Total
Utilities	WTP Exp (D&C)	New Infrastructure	Water	30,000,000	38,000,000								2,300,000	70,300,000
Utilities	WTP Storage Tanks Rehab	Maintenance	Water									500,000		500,000
Utilities	WTP - Central Weld Participation	Planning	Water						2,500,000		10,500,000			13,000,000
Utilities	Raw Water - Transmission Line	New Infrastructure	Water	1,200,000	42,000,000									43,200,000
Utilities	Raw Water - Flushing Line to Town Lake	Maintenance	Water									1,000,000		1,000,000
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Water	60,000			45,000		45,000		45,000			195,000
Utilities	Equip - Fork Lift (WTP)	Equipment	Water			45,000								45,000
Utilities	Water Dist - SH60 Water Line	New Infrastructure	Water	5,000,000										5,000,000
Utilities	Water Dist - Water Meter Replacement	Equipment	Water			1,000,000	1,000,000	1,000,000						3,000,000
Utilities	Water Dist - Master Plan & Model (CIP & Dev Reimb)	Planning	Water			300,000								300,000
Utilities	Water Dist - Annual Waterline Replacement	Maintenance	Water	500,000		500,000	1,000,000	500,000	1,000,000	500,000	1,000,000	500,000	750,000	6,250,000
Utilities	Water Dist - Interconnect with Little Thompson	New Infrastructure	Water		300,000									300,000
Utilities	Facility - C&D Water	New Infrastructure	Water							1,000,000				1,000,000
Utilities	Equip - Hydrant gutting tool	Equipment	Water	25,000										25,000
Utilities	Equip - Water Mini Vac Trailer - Valves	Equipment	Water	30,000							100,000			130,000
Utilities	Equip - 1/2 C&D (Water)Shoring	Equipment	Water	10,000										10,000
Utilities	Equip - 1/2 C&D (Water) Crew Vehicles (250)	Equipment	Water		60,000	60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	570,000
Utilities	Equip - 1/2 C&D (Water) Emergency Utility Van	Equipment	Water				50,626							50,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Water						130,226					130,226
Utilities	Equip - 1/2 C&D (Water) Backhoe	Equipment	Water									111,457		111,457
Utilities	Equip - 1/2 C&D (Water) Mini Ex	Equipment	Water					40,000						40,000
Utilities	WTP R&R	Maintenance	Water			1,337,500	1,481,600	1,641,100	1,817,900	2,013,700	4,198,384	2,622,719	2,800,000	17,912,903
Utilities	PRV Vault SH60/Colorado Blvd	Enhancement	Water	200,000										200,000
Utilities	Equip - 1/2 Vac Truck (Water, Sewer)	Equipment	Water	52,500										52,500
Utilities	Water Shares	New Infrastructure	Water	400,000		500,000		500,000		500,000		500,000		2,400,000
Water Totals:				37,477,500	80,360,000	3,742,500	3,637,226	3,746,100	5,558,126	4,078,700	15,908,384	5,299,176	5,915,000	165,722,712
Utilities	WWTP - Central Plant (D&C)	New Infrastructure	Sewer	26,500,000	14,296,800						7,110,503	14,860,951		62,768,254
Utilities	WWTP - Low Point Retrofit (D&C)	New Infrastructure	Sewer	2,000,000							7,110,503	14,860,951		23,971,454
Utilities	WWTP - Low Point Admin Retrofit	New Infrastructure	Sewer					228,233						228,233
Utilities	WWTP - Central Lagoon Decommission	New Infrastructure	Sewer			570,583	1,192,519							1,763,102
Utilities	Equip - Fork Lift (WWTP)	Equipment	Sewer	40,000	56,166									96,166
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Sewer	105,000		51,352		56,078		61,239		66,874		340,543
Utilities	Sewer Coll - Master Plan and Model	New Infrastructure	Sewer			456,466								456,466
Utilities	Sewer Coll - Sewer Inspection & Cleaning	Maintenance	Sewer	70,000	250,554	171,175	178,878	186,927	195,339	204,129	213,315	222,914	231,831	1,925,062
Utilities	Sewer Coll - North Interceptor Project	New Infrastructure	Sewer	30,000,000										30,000,000
Utilities	Sewer Coll - Annual Sewer Rehab Project	Maintenance	Sewer			570,583	1,192,519	623,091	1,302,260	680,431	1,422,101	743,048	772,770	7,306,803
Utilities	Sewer Coll - Interceptor Oversizing	Maintenance	Sewer	200,000		114,117	119,252	124,618	130,226	136,086	142,210	148,610	154,554	1,269,673
Utilities	Facility - C&D Sewer	New Infrastructure	Sewer							1,360,862				1,360,862
Utilities	Equip - C&D Emergency Pump	Equipment	Sewer	15,000										15,000
Utilities	Equip - 1/2 C&D (Sewer)Shoring	Equipment	Sewer	10,000										10,000
Utilities	Equip - Crew Vehicles	Equipment	Sewer		35,000	36,000	35,776	37,385	39,068	40,826	42,663	44,583	44,583	355,884
Utilities	Equip - 1/2 C&D (Sewer) Emergency Utility Van	Equipment	Sewer				59,626							59,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Sewer						130,226					130,226
Utilities	Equip - 1/2 C&D (Sewer) Crew Vehicles (250)	Equipment	Water		60,000	60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	570,000
Utilities	Equip - 1/2 C&D (Sewer) Backhoe	Equipment	Sewer									111,457		111,457
Utilities	Equip - 1/2 C&D (Sewer) Mini Ex	Equipment	Sewer					49,847						49,847
Utilities	Equip - 1/2 Vac Truck (Water, Sewer, Storm)	Equipment	Sewer	52,500								600,000		652,500
Utilities	Equip - Sewer CCTV Inspection Vehicle	Equipment	Sewer				596,259							596,259
Sewer Totals:				58,992,500	14,698,520	2,030,276	3,434,829	1,371,179	1,862,119	2,548,573	16,106,295	31,724,388	1,268,738	134,037,417
PW	Storm Drainage Master Plan	Planning		508,000				100,000					100,000	708,000
PW	Jet/Vacuum/Camera/Survey Drainage Network	Planning & Maintenance			100,000									100,000
PW	Capital stormwater projects	Maintenance		530,000	1,500,000		1,000,000		1,250,000		1,250,000		1,250,000	6,780,000
PW	Vactruck	Equipment										600,000		600,000
Drainage Totals:				1,038,000	1,600,000	0	1,000,000	100,000	1,250,000	0	1,250,000	600,000	1,350,000	8,188,000
Total Capital Improvement Costs:				115,161,000	106,021,520	15,312,426	17,236,088	12,489,513	14,551,591	12,975,736	38,613,365	44,153,685	34,751,864	411,266,788



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 04, 2023

SUBJECT: Resolution No. 2023-58, A Resolution Levying General Property Taxes for the Year 2023, to Help Defray the Cost of Government for the Town of Johnstown, Colorado for the 2024 Budget Year.

ACTION PROPOSED: Approve Resolution No. 2023-58

ATTACHMENTS: 1. Certification of Tax Levies for Weld and Larimer Counties

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

The purpose of the attached resolution is to set the mill levy for General Fund operations. Senate Bill 23B-001 directs the mill levy to be certified to Weld and Larimer Counties by January 10, 2024. Resolution 2023-58 gives the Finance Director permission to file the certifications with the Counties without a Special Meeting.

In recent years the Town of Johnstown has maintained the mill levy at 22.147 mills for the Town and 1.8 mills for the Library, for a total of 23.947 mills, in order to preserve the opportunity to collect property tax revenue for operations in the General Fund. For the upcoming 2024 budget year, there was a \$315,684,290 increase in valuation in Weld County and a \$61,864,849 increase in valuation in Larimer County, with the preliminary assessments generated in August, 2023.

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The preliminary changes in valuation for Weld County is detailed by category below:

Assessed Values	2022	2023	Growth in 2023	% Growth in 2023	% of Total Tax Paid	Projected Revenue
Vacant Land	3,235,500	7,924,550	4,689,050	144.93%	1.60%	189,769
Residential	107,928,390	144,672,860	36,744,470	34.05%	29.24%	3,464,481
Commercial	26,152,330	39,254,820	13,102,490	50.10%	7.93%	940,035
Industrial	14,344,010	12,827,150	-1,516,860	-10.57%	2.59%	307,172
Agricultural	923,020	768,530	-154,490	-16.74%	0.16%	18,404
Oil & Gas	18,430,980	284,085,560	265,654,580	1441.35%	57.41%	6,802,997
State Assessed	8,102,210	5,267,260	-2,834,950	-34.99%	1.06%	126,135
Exempt	15,148,609	33,306,100	18,157,491	119.86%	0.00%	0
Total	194,265,049	528,106,830	333,841,781	171.85%	100.00%	11,848,993
Total less Exempt	179,116,440	494,800,730	315,684,290	176.25%	100.00%	11,848,993

The preliminary changes in valuation for Larimer County is detailed by category below:

Assessed Values	2022	2023	Growth in 2023	% Growth in 2023	% of Total Tax Paid	Projected Revenue
Vacant Land	8,763,835	17,813,810	9,049,975	103.27%	6.85%	426,587
Residential	54,705,623	75,931,781	21,226,158	38.80%	29.19%	1,818,338
Commercial	95,993,601	121,751,777	25,758,176	26.83%	46.80%	2,915,590
Industrial	11,037,435	12,951,358	1,913,923	17.34%	4.98%	310,146
Agricultural	359,047	368,017	8,970	2.50%	0.14%	8,813
Oil & Gas	25,452,306	29,258,990	3,806,684	14.96%	11.25%	700,665
State Assessed	1,977,037	2,078,000	100,963	5.11%	0.80%	49,762
Exempt	2,956,905	4,381,239	1,424,334	48.17%	0.00%	0
Total	201,245,789	264,534,972	63,289,183	31.45%	100.00%	6,229,901
Total less Exempt	198,288,884	260,153,733	61,864,849	31.20%	100.00%	6,229,901

The preliminary total net taxable assessed valuations for both counties combined, increased from \$377,405,324 in 2022 to \$754,954,463 in 2023, an increase of \$377,549,139.

LEGAL ADVICE:

Resolution was reviewed by the Town Attorney.

FINANCIAL ADVICE:

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NA

RECOMMENDED ACTION: Approve Resolution 2023-58.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2023-58 A Resolution Levying General Property Taxes for the Year 2023, to Help Defray the Cost of Government for the Town of Johnstown, Colorado, for the 2024 Budget Year.

For Denial: I move that we deny Resolution 2023-58, A Resolution Levying General Property Taxes for the Year 2023, to Help Defray the Cost of Government for the Town of Johnstown, Colorado, for the 2024 Budget Year.

Reviewed and Approved for Presentation,



Town Manager

RESOLUTION 2023-58

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2023, TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF JOHNSTOWN, COLORADO, FOR THE 2024 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Johnstown has adopted the annual budget in accordance with the Local Government Budget Law, on December 4, 2023, and;

WHEREAS, the amount of money necessary to balance the budget for the general operating purposes is \$16,720,056 and;

WHEREAS, the amount of money necessary to balance the budget for the library operating purposes is \$1,358,924 and;

WHEREAS, the 2023 net preliminary valuation for assessment for the Town of Johnstown as certified by the Weld County Assessor is \$494,800,720 and;

WHEREAS, the 2023 net preliminary valuation for assessment for the Town of Johnstown as certified by the Larimer County Assessor is \$260,157,315 and;

WHEREAS, the 2023 net valuations for both counties are based on the preliminary certifications, and there is likely to be a modification based on the final certification of valuation.

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Johnstown during the 2024 budget year, there is hereby levied a tax of 23.947 mills, upon each dollar of the total valuation of assessment of all taxable property within the Town for the year 2023.

Section 2. That the Finance Director is hereby authorized and directed to certify to the County Commissioners of Weld County and Larimer County, Colorado, the mill levies for the Town of Johnstown as hereinabove determined and set, except as recalculated, if at all, upon receipt of the final certifications of valuation from the Weld County and Larimer County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED THIS 4th day of December, 2023.

TOWN OF JOHNSTOWN

BY: _____
Troy D. Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk



Town of Johnstown

Building Permit Statistics OCTOBER 2023

Single Family Residential	Commercial
Current Month: 26 Issued ytd: 265	*New Building Issued ytd 10

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
15	2	10	7	3	1	3

Other Residential (basements/alterations/additions)	Other Commercial * (tenant finish/alterations/additions)
Issued ytd 520	Issued ytd 61

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$117,974,541)	(\$79,846,226)
Building permit fees	\$1,085,592	\$386,665
F&F or <u>F&F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$1,819,925	\$287,358
Water Meter	\$173,520	\$13,249
Water Tap	\$2,279,309	\$383,425
Sewer Tap	\$2,070,534	\$94,070
Regional Sewer Development fees	\$1,550,500	\$323,000
Sewer Inspection Fee	\$36,500	\$4,000
Park	\$180,000	\$4,000
Use Tax	\$1,978,498	\$922,941
Larimer Use Tax	\$146,347	\$58,770
Open Space Impact Fee	\$447,207	\$282,240
Library Impact Fee	\$430,115	\$271,404
Public Facilities Impact Fee	\$595,301	\$538,237
Police Facilities Impact Fee	\$270,882	\$270,573
Transportation Facilities Impact Fee	\$1,038,384	\$1,397,774
402 Interchange Fee	\$53,770	\$9,805
High Plains Blvd Reimbursement Fee	\$211,600	\$0
School District Fee	(\$105,698)	N/A
TOTAL FEES (YTD)	\$14,367,984	\$5,247,511

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Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*						
Year	Issued	Month avg		Year	Issued	Month avg
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	411	41.10
1998	175	14.58				
1999	145	12.08		TOTAL	6289	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

*Starting in 2023, number represents total number of units constructed including all single-family type structures. This number does not include apartments. Prior to 2023, the number represents single-family units only.

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JONES MEMORIAL LIBRARY CASH FLOW REPORT -OCT 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 164,063.40	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 3,355.00	\$ 3,500.00		
	Interest	\$ 201.60	\$ 303,068.54	\$ 75,000.00		
	Misc Income/returned ck.	\$ 342.13	\$ 9,317.21	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 1,031,972.06	\$ 1,243,246.00		
	High Plains Library District	\$ 776.00	\$ 827,921.49	\$ 811,068.00		
INFLOWS TOTAL		\$ 105,106.16	\$ 2,175,634.30	\$ -		
TOTAL AVAILABLE FUNDS		\$ 269,169.56		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ 1,885.00	\$ 15,027.88	\$ 22,000.00		
	Books -220	\$ 3,016.68	\$ 29,963.66	\$ 50,000.00	2121	
	DVD/Audio - 48	\$ 1,339.51	\$ 6,608.08	\$ 15,000.00	234	
	Library of Things	\$ 742.83	\$ 2,330.13	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ 3,541.56	\$ 40,000.00		
	MakerSpace	\$ -	\$ 3,825.54	\$ 20,000.00		
	Gifts Given	\$ 236.73	\$ 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.	\$ 8,827.18	\$ 39,485.43	\$ 65,000.00		
	Memberships/Licenses	\$ -	\$ 133.88	\$ 2,500.00		
	Milliken Location	\$ 684.65	\$ 7,279.54	\$ 20,000.00		
	Outreach	\$ -	\$ 1,096.86	\$ 10,000.00		
	Professional Enrichment	\$ 413.00	\$ 1,111.64	\$ 5,000.00		
	Programming	\$ 1,155.76	\$ 24,503.53	\$ 190,000.00		
	MakerSpace	\$ 648.59	\$ 5,303.82	\$ 10,000.00		
	Salaries/Benefits/Perks	\$ 107,999.74	\$ 343,328.21	\$ 605,000.00		
	Health Ins./Retirement	\$ 15,181.52	\$ 49,189.25	\$ 72,000.00		
	Subscriptions, Periodicals	\$ 60.17	\$ 1,611.39	\$ 5,000.00		
	Supplies, Janitorial	\$ 535.06	\$ 1,174.92	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 967.10	\$ 4,635.58	\$ 12,000.00		
	Telephone	\$ 543.73	\$ 5,495.01	\$ 10,000.00		
	Utilities	\$ 4,158.66	\$ 34,863.84	\$ 40,000.00		
	Capital Improvement	\$ 16,576.29	\$ 162,405.29	\$ 600,000.00		
	Transfer to petty cash	\$ -	\$ 2,500.00	\$ -		
OUTFLOWS TOTAL		\$ 164,972.20	\$ 1,797,246.86	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 104,197.36				

Item #20.

						Notes
BEGINNING PETTY CASH BALANCE		\$ 1,355.01				Item #20.
	Programming	\$ 450.00				
	Outreach	\$ 100.00				
ENDING PETTY CASH BALANCE		\$ 805.01				
	<i>COLORADO TRUST INVESTMENT</i>		Y-T-D			
BEGINNING BALANCE		\$ 7,654,744.56				
	Dividend -5.5294%	\$ 36,026.87	\$ 300,804.80			
	<i>Contribution</i>	\$ -				
	<i>Withdrawal</i>	\$ -				
ENDING BALANCE		\$ 7,690,771.43				

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 and Sheryl Ballard were in attendance. Director Kristi Plumb was absent.

The September 2023 minutes were approved-thank you, Corina. The financial report for September was reviewed and approved as follows:

September beginning balance	\$ 267,060.62	Petty Cash beginning balance	\$ 1,355.01
Inflow	104,150.55		-0-
Outflow	207,147.77 (150,000.00 to CO Trust)		-0-
Ending balance	\$ 164,063.40		\$ 1,355.01

CO Trust: \$ 7,654,744.56

Treasurer: Debi reported that the tax distribution from the Town was happily received and the approved 2024 Budget was provided to the town in detailed form. 2024 salaries were reviewed, ‘Management Team’ explained and discussion regarding minimum wage raise to \$ 18. Jenna moved, and Corina seconded - to approve the 2024 salary schedule. Motion was carried.

Director’s Report:

Artist-in-Residence is Viv Ruocco-displaying HRH Queen Elizabeth II memorabilia and collectibles gathered from her 21 years as an Instructor Operator for Transport for London.

Building: Tharp Cabinets will be delivered November 17th and installed November 20-21st. Rain gutters (C&S Gutters) are scheduled for November 15th.

Landscaping: Corina motioned to approve concrete curb repair and parking lot milling (~\$ 80,000), Jenna seconded and motion was carried. Work is scheduled the first week of November. The maple tree was treated with chelated iron.

Programming: Crafterween on Friday the 13th from 10 am to noon - henna, crafts, games, makerspace activities and a haunted house entertained 309 people.

Outreach: 24 vaccines were given at the Flu Shot Clinic. 90+ third grade Pioneer Ridge students ‘rotated’ through the Library, Town Hall, Police Station and Post Office as part of their “Civic Day” activities. 100 Solar Eclipse glasses were distributed – Kristi says we need 1000 next time! Kristie Allbritton of Spoken For Photography will be taking family photos for patrons on November 4th and 7th – 36 time slots for \$ 600.

Passes: NEW-Butterfly Pavilion and the American Museum of Western Art.

Staff Enrichment: HPLD’s All Staff Day at LINC – 10 staff members attended. Kristi and Dylann attended the CALCON Conference in Loveland.

Our AWESOME, hard working Staff continues to offer large quantities of quality programs for our community!

Meeting was adjourned at 7:05 pm and then re-located to the Makerspace for some creating. Next meeting will be November 21, 2023 at 7 pm.

September statistics:	Johnstown—door count: 6232	circulation: 8487
	Milliken—door count: 430	circulation: 379

Respectfully submitted, Sheryl Ballard - Secretary



Town of Johnstown

November 29, 2023

Colorado Department of Local Affairs
Division of Housing
1313 Sherman Street, Room 320
Denver, CO 80203

Re: Supporting metroDPA's application for Down Payment Assistance funding

To the Department of Local Affairs - Division of Housing:

We are a participating jurisdiction in the metroDPA program. In that capacity, we have found the metroDPA program to provide a significant benefit to prospective homebuyers, both in our jurisdiction and across the region. We have appreciated the partnership and advocacy of the City and County of Denver, as well as the many lending firms that leverage metroDPA to support low-to-moderate income buyers. The desire for affordable housing has increased dramatically over the last several years and the metroDPA program is needed now more than ever.

It is our hope that the metroDPA program will be able to persist into the future, and we understand that additional funding allocated by the Division of Housing will promote long-term programmatic sustainability.

Please accept this letter as evidence that our jurisdiction supports the metroDPA program's application for funding.

Sincerely,

Mitzi McCoy
Deputy Town Manager

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