



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, June 05, 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. Business of the Month

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.

- [2.](#) May 15 2023 Meeting Minutes
- [3.](#) May 22 2023 Special Meeting Minutes
- [4.](#) Resolution 2023-24 Amending the Town of Johnstown Fee Schedule
- [5.](#) Ordinance 2023 - 251: An Ordinance Submitting to the Registered Electors of the Town of Johnstown at the General Municipal Election to be Held On April 2, 2024, A Charter Amendment Adopting A Water Policy for the Town of Johnstown
- [6.](#) Subdivision Development and Improvement Agreement for Iron Horse Filing No. 3, with Centerra Commercial, LLC, and Johnstown North Metropolitan District No. 1
- [7.](#) May 2023 Additional List of Bills

TOWN MANAGER REPORT

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

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TOWN ATTORNEY REPORT

NEW BUSINESS

- [9.](#) Introduction and Consideration of Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V of Chapter 18 of the Johnstown Municipal Code, concerning Adoption of the International Energy Conservation Code, 2018 Edition.

PUBLIC HEARING

- [10.](#) Ordinance No. 2023-252 Amending Section 7-128 of the Johnstown Municipal Code

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

INFORMATIONAL ITEMS

- [11.](#) 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 Discapitados 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.



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, May 15, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

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

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Dominguez
Councilmember Molinar
Councilmember Morris
Councilmember Young
Mayor Mellon

AGENDA APPROVAL

Mayor Mellon removed Item #6 from the agenda to be heard at a later time.

Councilmember Berg moved to amend and remove Item #6, the Amended & Restated Water & Sewer Service Agreement - Purvis Farm Subdivision, with 6037 Johnstown, LL, and to approve the agenda as amended.

Councilmember Dominguez seconded and the motion passed.

PUBLIC COMMENT

Shawn York spoke to Purvis Farms and the flooding that occurred the week prior.

A comment sent in from Kristin Ireland regarding cell towers was read into the record.

Two comments sent in from PJ Hood regarding pot holes and road conditions were read into the record.

CONSENT AGENDA

Councilmember Berg moved to approve the consent agenda.

Councilmember Morris seconded and the motion passed.

1. May 1, 2023 Minutes
2. Ordinance No. 2023-248 Repealing Articles I-VIII of Chapter 6 and Readopting Articles I-IV of Chapter 6 of the Johnstown Municipal Code
3. Ordinance 2023-249 amending Article XII of Chapter 10 of the Johnstown Municipal Code-Second reading

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4. Ordinance 2023-250: Cable Franchise Agreement for Comcast of Colorado
5. Resolution 2023-22 Amending the Fiscal Year 2022 Budget
6. Amended & Restated Water & Sewer Service Agreement - Purvis Farm Subdivision, with 6037 Johnstown, LLC - *This item was removed from the agenda.*
7. April 2023 Financial Statements
8. May 2023 List of Bills

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, noted the preliminary final Downtown Branding logos were included in the Information Items section of the packet. Mr. LeCerf also noted the effort by Public Works to try to contain the damage from the previous week's storm, and roadwork for County Road 3 and Thompson Parkway.

Council inquired as to how residents can report a pothole, which Mr. LeCerf noted was on the Town's website, under the "How Do I Tab".

TOWN ATTORNEY REPORT

There was no Town Attorney report.

PUBLIC HEARING

9. Public Hearing - Resolution 2023-23 Approving the Preliminary/Final Subdivision Plat and Preliminary/Final Development Plan for Mountain View West 3rd Replat (Townhomes Phase II)

Mayor Mellon opened the public hearing.

Kim Meyer, Planning and Building Director, presented this item which was annexed in with the 2014 Parish LLC Annexation. Ms. Meyer noted this request is in compliance with Town code, and the Planning and Zoning Commission offer their recommendation of approval.

Council asked for clarification on the number of proposed homes, which staff noted is currently planned for 125 homes. It was requested for a traffic study be conducted due to the volume of traffic at this intersection.

Mitch Nelson from Baessler Homes highlighted the large percentage of open space in this proposed plan. Mr. Nelson noted the 125 units being proposed did not trigger an additional signal being needed from the utilized traffic engineer, acknowledging that in the future development may need to be taken.

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

Mayor Mellon opened the hearing for comment for those opposed to this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Berg made a motion based on the findings and analysis presented at this hearing, to approve Resolution 2023-23.

Councilmember Young seconded and the motion carried.

10. Public Hearing – Ordinance 2023 - 251: An Ordinance Submitting to the Registered Electors of the Town of Johnstown at the General Municipal Election to be Held On April 2, 2024, A Charter Amendment Adopting A Water Policy for the Town of Johnstown

Mayor Mellon opened the public hearing.

Mr. LeCerf spoke to this ordinance bringing brought forward to the community as a ballot question on April 5, 2024 to amend the Town Charter. The aspects of the water policy have been updated as shown below – specifically Item G. If approved by ordinance and then approved by the voters, language regarding calculation method would be codified, with a policy speaking to actual usage being placed in the Charter if approved.

Council noted the importance of codifying the component for calculation.

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

Mayor Mellon opened the hearing for comment for those opposed to this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Young moved to approve Ordinance No. 2023-251 on first reading.

Councilmember Morris seconded and the motion passed.

NEW BUSINESS

11. Thompson River Ranch - Amenities Extension Request

Mr. LeCerf noted the request of an extension of the agreement until September 30, 2023. Staff recommends the extension, and Council inquired if the community was informed of the extension request.

The applicant, Greg Saia – Director of Entitlements and Acquisitions, did note that the community was notified via the Metro-District of the delay, which was posted on the Metro-District website as well as emailed to those signed up for the news blast. Mr. Saia noted the delay was due to supply chain issues as well as the winter weather and snow/rain delays.

Councilmember Molinar moved to approve the extension of times requested by Oakwood for the TRR Community Center & Pool improvements as detailed in the attached letter from Oakwood Homes.

Councilmember Morris seconded and the motion passed.

12. Subdivision Development and Improvement Agreement for Mountain View West 3rd Replat, with Mountain View Developers, LLC

Ms. Meyer noted this item being related to the previous Public Hearing item previously heard on the agenda, and does address the traffic impact study Council had previously discussed.

Councilmember Berg moved approve the Subdivision Development and Improvement Agreement for Mountain View West 3rd Replat Subdivision.

Councilmember Molinar seconded and the motion passed.

13. Water & Sewer Service Agreement - Mountain View West 3rd Replat, with Mountain View Developers, LLC

Ms. Meyer spoke to an excess water being dedicated and portions of that will remain with the developer as a credit, and portions are being assigned to Parish LLC, as a combination of where the water came from.

Councilmember Morris moved approve the Water & Sewer Service Agreement for Mountain View West 3rd Replat Subdivision.

Councilmember Young seconded and the motion passed.

14. First Amendment to Non-Potable Irrigation System Intergovernmental Agreement

Mr. LeCerf presented the first amendment with Thompson Crossing Metro District No. 2. The District is requesting the ability to assess a surcharge to those commercial developments inside the 2534 Johnstown Plaza that are exceeding the allocation in what they're provided in non-potable water. Mr. LeCerf noted the Town is required to be notified each time a fee is increased in writing.

Council sought clarification on if the Town was being asked for permission for the district to charge a sur-charge fee. Ms. Rocklin noted the agreement with the district, and the district has an agreement with the Master Association- but regulated with the Town as to what their fees can be. This is an ask to exceed the Town fees with a sur-charge, noting it would be an agreement with the District and the Master Association.

Councilmember Morris moved approve the First Amendment to Non-Potable Irrigation System Intergovernmental Agreement as presented.

Councilmember Berg seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Molinar noted the Housing Authority has an upcoming meeting to discuss USDA loan payment.

Councilmember Berg noted the upcoming Memorial Day ceremony at the Johnstown Cemetery.

Councilmember Dominguez expressed thanks for applications for the vacant Councilmember seat, and thanks to the Police Department for lost dog assistance.

Councilmember Morris expressed thanks for the Town employees during the recent flooding during storms.

Councilmember Young asked if adjusters would be coming out to look at roads due to recent flooding on roads. Mr. LeCerf mentioned that \$250,000 in cleanup efforts was estimated. It was requested the library be included if adjusters come out.

MAYOR'S COMMENTS

Mayor Mellon noted downtown Cinco de Mayo events. It was also mentioned that the Town entered into an agreement with the County for senior or disable ride program and those funds are still held up with CDOT. Mayor Mellon also noted the Arbor Day event at the schools.

INFORMATIONAL ITEMS

15. Informational Items

Informational items were included in the packet.

VACANT COUNCILMEMBER SEAT VOTE

Council voted via written ballot to appoint to the vacant Councilmember seat.

Council Vote 1:

The vote did not provide a majority, and the two highest votes went to Lance Walker and Deniece Cook.

Council was directed to confine their votes to Ms. Cook or Mr. Walker.

Vote 2:

The vote tied three to three, and there was not a majority vote cast.

Council took another vote, after Mayor Mellon noted the possibility of a second interview.

Vote 3:

The vote tied three to three, and there was not a majority vote cast.

Council discussed the two remaining candidates, and Mayor Mellon called for another vote.

Vote 4:

The vote tied three to three, and there was not a majority vote cast.

Council asked to take a fifth vote.

Vote 5:

The vote tied three to three, and there was not a majority vote cast.

Mayor Mellon called for a virtual Special Meeting on Monday the 22, 2023 following a second interview of the candidates.

ADJOURN

Mayor Mellon adjourned the May 15, 2023 meeting.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL SPECIAL MEETING

450 S. Parish, Johnstown, CO
Monday, May 22, 2023 at 6:30 PM

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

MINUTES

CALL TO ORDER

Mayor Mellon called the May 22, 2023 virtual Special Meeting to order at 6:30 pm and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present:

Councilmember Berg
Councilmember Dominguez
Councilmember Molinar
Councilmember Morris
Councilmember Young
Mayor Mellon

AGENDA APPROVAL

Councilmember Morris moved to approve the agenda.

Councilmember Berg seconded and the motion passed.

PUBLIC COMMENT

There was no public comment.

NEW BUSINESS

1. Vacant Councilmember Seat - Vote

Council discussed the candidates and Mayor Mellon called for a vote which is as follows:

*Councilmember Berg cast a vote for Candidate Cook
Councilmember Young cast a vote for Candidate Walker
Councilmember Morris cast a vote for Candidate Walker
Councilmember Molinar cast a vote for Candidate Walker
Councilmember Dominguez cast a vote for Candidate Cook
Mayor Mellon cast a vote for Candidate Cook*

The vote was tied three to three, and there was not a majority vote.

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After discussion, Mayor Mellon called for a second vote:

Councilmember Berg cast a vote for Candidate Cook
Councilmember Young cast a vote for Candidate Walker
Councilmember Morris cast a vote for Candidate Walker
Councilmember Molinar cast a vote for Candidate Walker
Councilmember Dominguez cast a vote for Candidate Cook
Mayor Mellon cast a vote for Candidate Cook

The vote tied three to three, and there was not a majority vote cast.

Discussion regarding a possible special election or other options for appointment took place. Mayor Mellon called for a third vote:

Councilmember Berg cast a vote for Candidate Cook
Councilmember Young cast a vote for Candidate Walker
Councilmember Morris cast a vote for Candidate Walker
Councilmember Molinar cast a vote for Candidate Walker
Councilmember Dominguez cast a vote for Candidate Cook
Mayor Mellon cast a vote for Candidate Cook

The vote tied three to three, and there was not a majority vote cast.

Rank choice voting was discussed, and Council directed staff to include the final four candidates that had been interviewed for a lowest rank choice vote.

Councilmembers provided their ranking to Hannah Hill, Town Clerk. The lowest rank order of voting provided Andrew Paranto with 14 points.

Councilmember Berg moved to accept the vote of Andrew Paranto as the appointed member to the vacant Council seat.

Councilmember Dominguez seconded and the motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

There were no reports.

MAYOR'S COMMENTS

There were no reports.

ADJOURN

Mayor Mellon adjourned the May 22, 2023 virtual Special meeting at 8:03 pm.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 5, 2023

SUBJECT: Resolution No. 2023-24, Amending the Consolidated Town Fee Schedule

ATTACHMENTS: 1. Resolution 2023-24
2. Town of Johnstown Fee Schedule – Exhibit A

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

The Town Consolidated Fee Schedule in its present form was adopted by the Town Council on March 6, 2023 in Resolution 2023-11.

The fee schedule is a comprehensive fee schedule that includes not only administrative fees, but also utility rates, permitting fees, business licenses, court surcharges, cemetery fees, etc. The fee schedule was created with the intent of: decreasing future costs for publishing ordinances, decreasing costs associated with revising the municipal code, creating a document that is easy for people to use and access, and creating a document that encourages an annual review of the fees that the Town is charging. Fines and penalties have not been included in this fee schedule due to the subjective nature of the fine structure.

While generally the fees included in the proposed fee schedule are unchanged, there is one chapter has been changed or restructured. Those fees include the following:

Chapter 6 – Johnstown Municipal Code:

The Council is currently considering Ordinance No. 2023-248, Repealing Articles I-VIII of Chapter 6 of the Johnstown Municipal Code and readopting Articles I-IV of Chapter 6, concerning General Business Licenses, Solicitor Licensing, Tree Contractor Licensing, and Short Term Rental Licensing. The recommendations included in the attached fee schedule reflect the revision to the Johnstown Municipal Code. Rate changes in this section will not go into effect until Ordinance No 2023-248 goes into effect.

LEGAL ADVICE:

The Resolution was drafted by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution No. 2023-24.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-24**

RESOLUTION AMENDING THE CONSOLIDATED TOWN FEE SCHEDULE

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, the Town Council has authority to establish a schedule of the fees, rates and charges levied and assessed for municipal services in the Town; and

WHEREAS, the Town Council finds that the fees, rates and charges set forth in the Town Fee Schedule, attached hereto and incorporated herein by reference as Exhibit A, are equitable and just; and

WHEREAS, the Town Council desires to amend the Town Fee Schedule.

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

- 1. The Town Council hereby amends the Town Fee Schedule.
- 2. This resolution and attached Exhibit A shall become effective immediately, and may, except as provided below, be amended from time to time by resolution of the Town Council.
- 3. The general fees contained in the Town Fee Schedule that are associated with Section 2-44 of the Johnstown Municipal Code, which are administrative in nature, may be amended from time to time by the Town Manager unless otherwise provided by law.
- 4. The fees, rates and charges set forth in the Town Fee Schedule shall supersede and replace any fees, rates or charges previously set or adopted by the Town Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provisions shall be treated and held as remaining in full force and effect for the purpose of sustaining any judgment, decree, order or lien.
- 5. If any portion of this resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions.

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

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Damien Berg, Mayor Pro Tem

Town of Johnstown - Fee Schedule

Chapter 6 - Business Licenses and Regulations

ARTICLE I Licenses and Permits Generally

Sec. 6-5. License Fees

Business Licenses \$50.00

~~ARTICLE II Fireworks Permit~~

~~Sec. 6-42. Application~~

~~Application Fee (to Fire Chief) \$10.00~~

~~Sec. 6-46. Cleanup bond~~

~~Pyrotechnic display \$200.00~~

~~ARTICLE III Fireworks Public Display Permit~~

~~Sec. 6-63. Application~~

~~Fireworks Public Display Permit \$10.00~~

~~ARTICLE IV Auction and Auctioneers~~

~~Sec. 6-83. Fee~~

~~Auction/Auctioneer \$5/day~~

~~Auction House \$5/Year~~

~~ARTICLE V Skating Rinks, Merry Go Rounds, Shows and Exhibitions~~

~~Sec. 6-102. Fees~~

~~License Fee \$50.00~~

~~ARTICLE VI Skating Rinks, Merry Go Rounds, Shows and Exhibitions~~

~~Sec. 6-111. License fee, when payable~~

~~Coin operated game machines \$20.00/each machine~~

ARTICLE II Peddlers and Solicitors Licenses

~~Sec. 6-133. Application, application fee~~

~~Solicitor's/Peddler's \$10.00~~

Sec. 6-24. License fee

Solicitor's/Peddler's License ~~\$2.50/Day~~

Town of Johnstown - Fee Schedule

Exhibit Item #4.

~~\$10.00/Week~~
~~\$25.00/Month~~
\$50.00/Annual

ARTICLE III Tree Contractor License

Sec. 6-44. Application and licensing required for tree trimmers

License \$5.00

ARTICLE IV Short Term Rental Licenses

Sec. 6-161. Application and licensing required for Short Term Rentals **\$50.00**



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 5, 2023

SUBJECT: Ordinance 2023 - 251: An Ordinance Submitting to the Registered Electors of the Town of Johnstown at the General Municipal Election to be Held On April 2, 2024, A Charter Amendment Adopting A Water Policy for the Town of Johnstown

ACTION PROPOSED: 2nd Reading to Consider Ordinance 2023-251

ATTACHMENTS: 1. Ordinance 2023-251

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Included for your review and consideration is Ordinance 2023-251. The ordinance was presented and approved on May 15, 2023 on 1st reading. Approval of this 2nd reading would authorize and remit a question to the registered voters of the Town of Johnstown for the April 2, 2024 general election cycle. If approved by ordinance and then approved by the voters, the language included in the ordinance would be codified in the Home Rule Charter:

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2023-251 on second reading.

Reviewed and Approved for Presentation,

Town Manager

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TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2023-251

AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF JOHNSTOWN AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2024, A CHARTER AMENDMENT ADOPTING A WATER POLICY FOR THE TOWN OF JOHNSTOWN

WHEREAS, the Town of Johnstown, Colorado (“Town”) is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

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

WHEREAS, the Town Council recognizes that the protection, preservation and assurance of reliable and dependable water resources is of paramount importance and essential to the health, safety and welfare of the Town and its current and future citizens and residents; and

WHEREAS, to protect, preserve and ensure reliable and dependable water resources, the Town Council desires to submit a proposed Charter amendment to the registered electors of the Town concerning adoption of a water policy; and

WHEREAS, Section 1.8 of Article 1 of the Charter provides that proceedings to amend the Charter may be initiated by, among other means, the adoption of an ordinance by the Town Council submitting the proposed amendment to a vote of the registered electors of the Town; and

WHEREAS, the 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.

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

Section 1. The Town Council hereby submits and refers to the registered electors of the Town a proposed amendment to Article 16 of the Charter to add Section 16.4 concerning a water policy, to read in its entirety as follows:

16.4 – Water Policy

A. Any person, legal entity or political body who seeks an extension of water service, annexation of land to the Town or a change in land use, if such change in use will increase the demand for water service, shall dedicate a sufficient amount of acceptable raw water necessary for the increase of water usage to the Town; except that, for good cause shown, as determined by the Town Council, the Town may accept cash-in-lieu

of the required raw water dedication in an amount at least equal to the fair market value of the water at the time of the sale.

B. The Town shall protect the Town's water rights by, when warranted and economically feasible, filing water court actions to change the decreed use of such water to allow for municipal uses and participating in third party cases to protect the Town's water portfolio.

C. The Town may provide more raw water credit for the dedication of water rights that, at the time of dedication, allow for municipal uses than water rights that do not allow for municipal uses; except that the Town shall not provide more credit for water rights dedicated to the Town than the water court has previously provided for such, or a similar, water right.

D. The Town shall not transfer or exchange the Town's water rights unless the Town receives, at a minimum, an equivalent yield on the water transfer or exchange.

E. The Town may sell water rights for use within the Town boundaries in an amount at least equal to the fair market value at the time of the sale to fund capital improvement projects related to the treatment or distribution of water.

F. The Town shall endeavor to retain sufficient treatment water resources above the Town's annual water demands to ensure that the Town will have adequate water supplies in times of extended drought.

G. The Town shall endeavor to maintain a water portfolio greater than or equal to 1.2 times the acre-foot volume that is committed to be supplied by the Town to serve existing customers and satisfy water bank and contractual obligations. By the affirmative vote of at least five members of the Entire Council, the Town may maintain a water portfolio below 1.2 times the committed acre-foot volume; except that the Town shall, at all times, maintain a water portfolio that is at least equal to 1.1 times the committed acre-foot volume. Water dedicated at the time of annexation without a contractual obligation for the delivery of such water shall not be counted against the total. The Town Council shall by ordinance define the amount of yield of the Town's water portfolio by which to base the calculations above, based on climatological factors and any other items deemed relevant to the long-term water supply.

H. The Town may create a strategic water reserve to help facilitate major economic development or similar such purposes in the Town. This reserve would be separate from the portfolio referenced in Paragraph G.

Section 3. The question of amending the Charter for the purposes stated herein shall be submitted to the registered electors of the Town in substantially the following form:

SHALL THE JOHNSTOWN HOME RULE CHARTER BE AMENDED TO INCLUDE SECTION 16.4 ADOPTING A WATER POLICY: (i) REQUIRING THE DEDICATION OF WATER OR CASH-IN-LIEU OF WATER DEDICATION AT THE FAIR MARKET VALUE TO SATISFY WATER DEMANDS; (ii) RECOGNIZING THAT THE TOWN MAY COMMENCE OR PARTICIPATE IN WATER COURT ACTIONS WHEN BENEFICIAL TO THE TOWN; (iii) ACKNOWLEDGING THAT THE TOWN MAY PROVIDE GREATER WATER CREDITS FOR WATER DEDICATED TO THE TOWN THAT IS ADJUDICATED FOR MUNICIPAL USES; (iv) ACKNOWLEDGING THAT THE TOWN MAY ONLY EXCHANGE WATER RIGHTS IF THE TOWN RECEIVES

AN EQUIVALENT YIELD; (v) RECOGNIZING THAT THE TOWN MAY SELL WATER TO FUND CAPITAL IMPROVEMENT PROJECTS RELATED TO THE TREATMENT OR DISTRIBUTION OF WATER; (vi) REQUIRING THE TOWN TO ENDEAVOR TO RETAIN SUFFICIENT TREATMENT WATER RESOURCES TO ENSURE THAT THE TOWN WILL HAVE ADEQUATE WATER SUPPLIES DURING PERIODS OF EXTENDED DROUGHTS; (vii) REQUIRING THE TOWN TO MAINTAIN A WATER PORTFOLIO GREATER THAN THE ACRE-FOOT VOLUME COMMITTED TO BE SUPPLIED BY THE TOWN TO SERVE EXISTING CUSTOMERS AND SATISFY WATER BANK AND CONTRACTUAL OBLIGATIONS; AND (viii) ALLOWING THE TOWN TO CREATE A STRATEGIC WATER RESERVE TO HELP FACILITATE MAJOR ECONOMIC DEVELOPMENT OR SIMILAR SUCH PURPOSES.

___ YES

___ NO

Section 4. The election shall be a general municipal election conducted by mail ballot on April 2, 2024. Pursuant to Section 6.4 of Article 6 of the Charter, the Town Clerk is hereby authorized to be in charge of all activities and duties related to the election. In addition, the officers and employees of the Town are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Ordinance.

Section 5. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

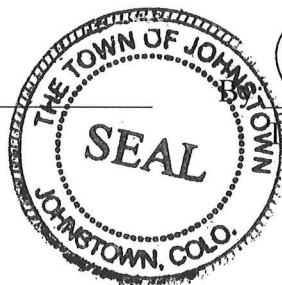
Section 6. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter. 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 15 day of may, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



Froy D. Mellon
Froy 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: _____
Damien Berg, Mayor Pro Tem





Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE:	June 5, 2023
SUBJECT:	Subdivision Development and Improvement Agreement with Centerra Commercial, LLC., and the Johnstown North Metropolitan District No. 1, for the Iron Horse Filing No. 3 Subdivision
ACTION PROPOSED:	Consideration and Approval of the Subdivision Development and Improvement Agreement with Centerra Commercial, LLC, for the Iron Horse Filing No. 3 Subdivision
ATTACHMENTS:	1. Subdivision Development and Improvement Agreement
PRESENTED BY:	Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Centerra Commercial, LLC, received Council approval on April 3, 2023, for a Preliminary/Final Subdivision Plat for Iron Horse Filing No. 3 Subdivision, encompassing approximately 45.6 acres located on the east of High Plains Blvd. (LCR 3) and south of Ronald Reagan Blvd.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans.

Exhibit B-3 details additional substantive obligation of the Developer, which includes:

- Receive town approval on a final stormwater operations and maintenance manual for the regional system in Iron Horse PUD.
- Complete construction of the High Plains Boulevard ultimate build-out to the half-width requirement along the western frontage, in conjunction with the Phase 2 construction of the remainder of Iron Horse Drive.
- Requirement to complete remaining gaps in pedestrian sidewalks as development occurs, once 20 acres (~50%) of the lots are developed or under construction, to provide more complete and safe infrastructure in the area.

The Community That Cares

johnstown.colorado.gov

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

LEGAL ADVICE:

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

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement with Centerra Commercial, LLC., and the Johnstown North Metropolitan District No. 1, for the Iron Horse Filing No. 3 Subdivision.

Reviewed and Approved for Presentation,



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Iron Horse, Filing No. 3)**

This Subdivision Development and Improvement Agreement (this “Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality (the “Town”), **Centerra Commercial, LLC**, a Colorado limited liability company (together with its successors and assigns, “Developer”), and **Johnstown North Metropolitan District No. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (together with its successors and assigns, the “District”).

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Iron Horse, Filing No. 3; and

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

WHEREAS, the Town Council has approved, or intends to approve in substantially the same form as the Resolution (as defined herein), the Final Plat by passage of Resolution No. 2023____, containing terms and conditions of approval of the Final Plat, which is 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 (as 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, the District may construct any of the Subdivision Improvements required in this Agreement, and may assume all or some obligations of the Developer, so long as such Subdivision Improvements are permitted by state law and the District service plan; 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.

1. DEFINITIONS

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

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

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

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

1.6 **“District Improvements”** shall mean any improvements the District is authorized to finance, acquire, construct, install, own, operate, maintain, repair or replace, pursuant to state law and the District service plan. To the extent any of the **“Subdivision Improvements”** are also District Improvements, the District may construct the same consistent with the provisions of this Agreement.

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 privately owned and maintained common improvements comprised of 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 are comprised of 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 “**Subdivision Improvements**” shall mean the Public Improvements, the Private Improvements and the District Improvements.

1.14 “**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. Except as expressly provided herein, 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, except in the event of any negligence or willful misconduct by the Town, including without limitation, negligent designs which are required by the Town.

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 consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property and approved by the Town in a written phasing plan (“Phasing Plan”); and (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. The Phasing Plan shall set forth the timeline and requirements for construction acceptance, financial security and building permit eligibility of each phase. The 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 Public Improvements as shown on the Civil Engineering Construction Plans. 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. 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 approved 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 those materials set forth in the Civil Engineering Construction Plans. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice of construction and contact information for Developer to all property owners within a 600-foot radius of the construction limits indicated on the approved Civil Engineering Construction Plans. Prior to the commencement of the construction, Developer shall provide such contact list to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer to each affected home or business location.

2.3 **Engineer's Opinion of Cost and Construction Schedule:** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by delivering quarterly status reports setting forth the progress of the work, an estimated date of completion of Public Improvements and the anticipated cost of such Public Improvements.

2.4 **Testing:** Upon request by the Town, Developer shall employ, at its own expense, a qualified independent testing company, which testing company shall be subject to the Town's reasonable approval, to perform certain testing of materials or construction, as reasonably required by the Town. Developer shall furnish certified copies of test results to the Town, as applicable.

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 approved Civil Engineering Construction Plans. Any material or work not conforming to the approved 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, as evidenced by the Town's issuance of the Notice of Construction Acceptance for such 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. If the Town approved a Phasing Plan, construction of the Public Improvements of each applicable phase shall be completed pursuant to the timeline set forth in the Phasing Plan.

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 100% of the estimated cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and reasonably 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 outside of the public right-of-way, an irrigation system, landscaping and soil amendments, fencing, entryway signage, street signs and posts, 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. Except as expressly provided herein, 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, except in the event of any negligence or willful misconduct by the Town, including without limitation, negligent designs which are required by the Town. 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 approved 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 landscaping and soil amendments as set forth in Section 3.1 above 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 those materials set forth in the Development Plan. 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 approved Development Plan. Any material or work not conforming to the approved 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, as evidenced by the Town's issuance of a notice of approval for such Private Improvements, no later than the date that the Public Improvements are completed, unless (i) 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, or (ii) such completion date is otherwise set forth in a Phasing Plan. 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:** The Town shall not be responsible for replacement of the Private Improvements, and to the extent that the replacement of any Private Improvements becomes necessary and warranted over time, including without limitation, replacement of decorative light fixtures, decorative street signs and all other decorative amenities in the Development, such replacement shall be performed, as appropriate, by the Developer, the District or an owners' association.

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, as evidenced by the Town's issuance of the Notice of Construction for such Public Improvements.

4.2 **Easements:** All easements approved by the applicable utility companies responsible for the Dry Utilities shall be submitted to the Town.

5. **ACCEPTANCE OF SUBDIVISION IMPROVEMENTS**

5.1 **Notice of Construction Acceptance:** Within thirty (30) days of completion of construction of the Subdivision Improvements, as evidenced by Developer's delivery of written notice to the Town that such construction is completed, Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete or as otherwise set forth in a Phasing Plan. 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 the 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. 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 maintain 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 noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

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

5.6 Owners' Association or Metropolitan District: Prior to issuance of the Notice of Final Acceptance, Developer shall establish an owners' association for the Development or shall delegate covenant enforcement and design review services to the District. If an owners' association is created, 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, which approval shall not be unreasonably withheld, conditioned or delayed, the same shall be recorded with the Larimer 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, the District or the owners' association; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the District, the owners' association or the appropriate public utility company.

6. WATER AND SEWER SERVICE

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

6.2 Developer shall own and maintain the stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual ("Operations and Maintenance Manual") for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval of the Operations and Maintenance Manual, 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. Notwithstanding the foregoing, Developer may assign the ownership and maintenance of the stormwater infrastructure to the District on the conditions that: (i) Developer notifies the Town and (ii) in writing, the Developer assigns, and the District accepts assignment of, the Operations and Maintenance Agreement, agreeing, among other matters, to comply with the Town-approved Operations and Maintenance Manual.

7. **BUILDING PERMITS**

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Larimer 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 Thompson School District R2-J; (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) meters and curbs pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has executed the Operations and Maintenance Agreement related to the stormwater infrastructure; and (8) all terms of this Agreement have been faithfully kept by Developer. If the Development is developed in phases in accordance with Section 2.1(c), the issuance of building permits for each phase shall be governed by the Phasing Plan.

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.

8. **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.

9. **DEVELOPMENT STANDARDS**

9.1 Developer shall comply with the requirements contained in Annexation Agreement Spreng Annexation, dates as of November 3, 2006 and recorded as Reception No. 2006-0083934 in the official real property records of Larimer County, Colorado, as amended, 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 Iron Horse Design Guidelines.

9.3 Developer shall dedicate all outlots designated for dedication on the Final Plat to one or more of the Districts.

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.

10. LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, its employees, agents and representatives 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 by Developer, its employees, agents, consultants or representatives, except to the extent caused by 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, including without limitation, any costs, expenses and attorney's fees related thereto, except in the event 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 as an additional insured 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 as an additional insured. 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 historical 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.

10.6 **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.

10.7 **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 and the District, their employees, or agents, or any other person acting on behalf of the Town and the District and, in particular, the governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

11. **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 reasonably 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 such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for 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.

12. 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.

13. 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:

Centerra Commercial, LLC
 c/o McWhinney Real Estate Services, Inc.
 Attention: Mike McBride
 1800 Wazee Street, Suite 200
 Denver, CO 80202
 Email: Mike.McBride@mcwhinney.com

TO TOWN:

TOWN OF JOHNSTOWN
 Attention: TOWN MANAGER
 450 So. Parish
 P. O. Box 609
 Johnstown, CO 80534
 Email: MLeCerf@JohnstownCO.gov

With a copy to:

McWhinney Real Estate Services, Inc.
 Attention: Legal Department
 1800 Wazee Street, Suite 200
 Denver, CO 80202
 Email: LegalNotices@mcwhinney.com

TO DISTRICT:

Johnstown North Metropolitan District No. 1
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Boulevard
 Loveland, Colorado 80537
 Email: jnmdadmin@pcgi.com

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

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

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

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

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

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. 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 shall not have any right of action under this Agreement.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Town:

Town of Johnstown, Colorado,
a Colorado home-rule municipality

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(IRON HORSE, FILING NO. 3)**

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)
(SEE ATTACHED)

IRON HORSE FILING THREE

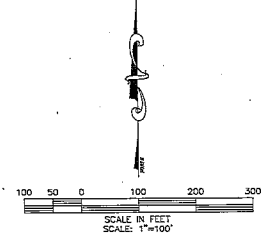
Situate in the Northwest Quarter of Section 13, Township 5 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Larimer, State of Colorado

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	164.23'	435.00'	213°00'	163.26'	S78°55'44"E
C2	20.59'	32.00'	36°52'12"	20.24'	S49°40'37"E
C3	89.41'	56.00'	90°23'43"	79.27'	S24°24'31"E
C4	162.30'	435.00'	217°43'00"	160.40'	N79°07'10"W
C5	2.93'	435.00'	0°23'10"	2.87'	N88°18'18"W
C6	143.4'	5.00'	90°00'00"	12.73'	N23°06'43"W
C7	143.4'	5.00'	90°00'00"	12.73'	S66°23'17"W
C8	14.14'	9.00'	90°00'00"	12.73'	S44°14'45"E
C9	14.14'	9.00'	90°00'00"	12.73'	S45°13'14"W
C10	89.21'	56.00'	68°21'57"	65.17'	N56°04'18"E
C11	21.48'	18.00'	88°21'57"	20.22'	N56°04'18"E
C12	10.85'	32.00'	19°59'18"	10.80'	N79°39'37"W
C13	198.02'	106.00'	107°34'23"	171.00'	N58°34'17"E
C14	83.52'	106.00'	107°34'23"	80.58'	N89°43'58"E
C15	105.43'	106.00'	94°59'07"	101.13'	N32°04'33"E
C16	10.85'	32.00'	19°59'18"	10.80'	S32°05'08"W
C17	15.71'	10.00'	90°00'00"	14.14'	S23°06'43"E
C18	72.25'	88.00'	47°02'19"	70.25'	N85°59'59"E
C19	15.71'	10.00'	90°00'00"	14.14'	S23°06'43"E
C20	9.55'	6.00'	82°21'57"	8.99'	N56°34'18"E

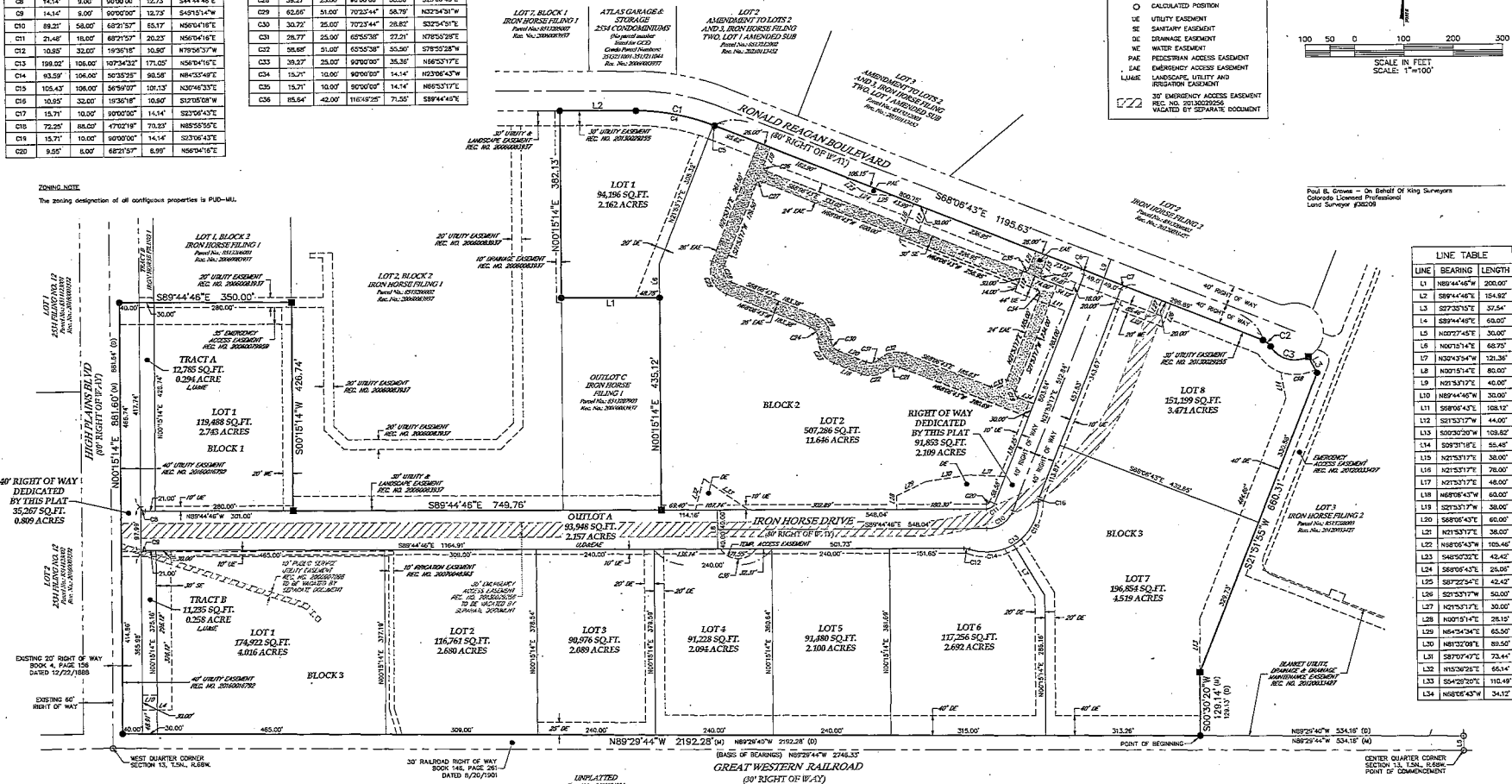
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C21	27.31'	25.00'	62°34'44"	25.97'	S89°35'30"W
C22	55.72'	51.00'	62°34'44"	52.07'	N80°25'55"E
C23	68.86'	51.00'	70°23'44"	58.29'	S22°54'31"E
C24	38.22'	25.00'	70°23'44"	38.82'	N32°54'31"W
C25	36.11'	51.00'	90°00'00"	72.12'	S23°06'43"E
C26	15.71'	10.00'	90°00'00"	14.14'	S23°06'43"E
C27	15.71'	10.00'	90°00'00"	14.14'	S66°23'17"W
C28	38.22'	25.00'	90°00'00"	35.26'	S23°06'43"E
C29	62.60'	51.00'	70°23'44"	58.79'	N32°54'31"W
C30	30.72'	25.00'	70°23'44"	28.82'	S32°54'31"E
C31	29.77'	25.00'	62°34'44"	27.21'	N78°25'28"E
C32	58.68'	51.00'	62°34'44"	53.80'	S78°25'28"W
C33	38.22'	25.00'	90°00'00"	35.26'	N62°57'17"E
C34	15.71'	10.00'	90°00'00"	14.14'	N32°06'43"W
C35	15.71'	10.00'	90°00'00"	14.14'	N66°53'17"E
C36	85.64'	42.00'	116°49'25"	71.55'	S89°44'47"E

LEGEND

- PROPERTY BOUNDARY
- - - RIGHT OF WAY LINE
- - - EASEMENT LINES
- - - SECTION LINE
- FOUND ALLOY CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 2" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED "RS, 15, 3000"
- CALCULATED POSITION
- LE UTILITY EASEMENT
- SE SANITARY EASEMENT
- DE DRAINAGE EASEMENT
- WE WATER EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- EAE EMERGENCY ACCESS EASEMENT
- LAE LANDSCAPE UTILITY AND IRRIGATION EASEMENT
- EEA 30' EMERGENCY ACCESS EASEMENT VACATED BY SEPARATE DOCUMENT



NOTING NOTE
The zoning designation of all contiguous properties is RUD-III.



LINE	BEARING	LENGTH
L1	N89°44'46"E	202.00'
L2	S89°44'46"E	154.82'
L3	S27°32'15"E	27.54'
L4	S89°44'46"E	69.00'
L5	N07°27'45"E	30.00'
L6	N07°31'4"E	68.75'
L7	N02°43'34"W	121.26'
L8	N03°51'4"E	80.00'
L9	N03°51'7"E	45.00'
L10	N89°44'46"W	202.00'
L11	S89°05'47"E	108.12'
L12	S21°32'17"W	44.00'
L13	S09°32'00"W	109.82'
L14	S09°31'18"E	55.48'
L15	N03°51'7"E	38.00'
L16	N21°53'17"E	78.00'
L17	N21°53'17"E	48.00'
L18	N68°06'43"W	60.00'
L19	S21°53'17"W	26.00'
L20	S89°05'47"E	60.00'
L21	N21°53'17"E	38.00'
L22	N68°06'43"W	108.42'
L23	S48°50'20"E	42.42'
L24	S89°05'47"E	26.00'
L25	S87°22'54"E	42.42'
L26	S21°53'17"W	50.00'
L27	N21°53'17"E	30.00'
L28	N07°31'7"E	28.12'
L29	N64°24'34"E	65.59'
L30	N67°02'08"E	80.83'
L31	S87°07'47"E	72.44'
L32	N35°30'29"E	65.14'
L33	S54°29'20"E	110.49'
L34	N68°06'43"W	34.12'

DATE: 1/24/2022
 FILE NAME: 202103785J.B
 SCALE: 1"=100'
 DRAWN BY: CSK
 CHECKED BY: PC

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

DATE: 1/24/2022
 PROVIDED BY: KING SURVEYORS, INC.
 DESIGNED FOR: CLIENTS

REVISIONS:

IRON HORSE FILING THREE
 WILSON & COMPANY, INC.
 1875 BROADWAY, SUITE 200
 DENVER, CO 80202

PROJECT #: 20210378
2
 SHEET 2 OF 2

EXHIBIT B-2
(RESOLUTION APPROVING PLAT)
(SEE ATTACHED)

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-18**

APPROVING THE PRELIMINARY/FINAL PLAT FOR IRON HORSE FILING NO. 3, A SUBDIVISION SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 45.839 ACRES

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

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

WHEREAS, Centerra Commercial, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat for Iron Horse Filing No. 3, a subdivision situated in the Northwest Quarter of Section 13, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 45.839 acres; and

WHEREAS, on March 22, 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 April 3, 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 Iron Horse Filing No. 3.

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

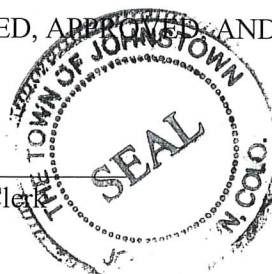
Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for Iron Horse Filing No. 3, a subdivision situated in the Northwest Quarter of Section 13, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 45.839 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Plat and thereafter record the Preliminary/Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 3rd day of April, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Stormwater. Prior to receipt of Notice of Construction Acceptance for the first phase of the Development, Developer shall obtain Town approval of the stormwater Operations and Maintenance Manual for the three master-planned regional ponds for the Development and execute an Operations and Maintenance Agreement with the Town.

2. High Plains Boulevard Design. Prior to receipt of Notice of Construction Acceptance for the second phase of the Development, Developer shall design and construct the ultimate half-width of High Plains Boulevard (Larimer County Road 3) to a major arterial standard, including, but not limited to, the configuration, design and construction of the intersection at High Plains Boulevard and Iron Horse Drive, along the frontage of this Development. Construction plans for this improvements shall meet Town standards and be reviewed and approved by the Town prior to construction.

3. Sidewalks. Pursuant to the Civil Engineering Construction Plans submitted to date, Developer shall construct road improvements to include curb and gutter and paving. The Town stipulates that the completion of ultimate right-of-way improvements, to include remaining sidewalks, irrigation, and landscaping, may be completed by the Developer, or may become the responsibility of individual lots as those lots develop. Notwithstanding the foregoing provision, once twenty (20) or more acres of the lots in the Development (approximately 50% of total acreage of Filing No 3) have received certificates of occupancy/completion, Developer shall install connecting sidewalks, meeting Town standards, across all undeveloped lots. If there is a conflict between this Agreement and the Civil Engineering Construction Plans, this Agreement shall control.

EXHIBIT C
ENGINEER'S OPINION OF COST
ATTACHED
(SEE ATTACHED)

Bid Schedule of Values	
District	Johnstown North Metropolitan District No. 1
Project Name	Johnstown North Iron Horse Filing 3 Public Infrastructure Improvements
Project Number	JNMD-IHF3-PI
Plan Set	Iron Horse Filing Three Bid Set dated 09/01/2022
Bidder Name	Gerrard Excavating, Inc.
Bidder Phone	(970) 669-1463
Date Submitted	October 10, 2022

Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
1000	Demolition and Removal					
	1001	Clear & Grub	1	LS	\$ 3,260.00	\$ 3,260.00
	1002	Remove Curb and Gutter	105	LF	\$ 11.10	\$ 1,165.50
	1003	Remove 48" RC Storm Pipe	7	LF	\$ 100.00	\$ 700.00
	1004	Remove 48" FES	1	EA	\$ 670.00	\$ 670.00
	1005	Strip & Stockpile Existing Gravel Roadway (Assumed 6-Inch Thick)	1,050	CY	\$ 1.77	\$ 1,858.50
	1006	Remove and Reuse Existing Orifice Plate on Outlet Structure of Pond 310	1	LS	\$ 2,125.00	\$ 2,125.00
		Subtotal				\$ 9,779.00

2000	Grading, Earthwork and Seeding					
	2001	6" Topsoil Strip, Stockpile, Reuse	6,100	CY	\$ 3.20	\$ 19,520.00
	2002	Unclassified Excavation (Complete In Place)	4,800	CY	\$ 5.03	\$ 24,144.00
	2003	Borrow (Complete In Place)	16,100	CY	\$ 10.52	\$ 169,372.00
	2004	Native Seeding (Dry Land Seed Mix with Straw Mulch)	7	AC	\$ 2,550.00	\$ 17,850.00
	2005	North American Green SC250 Erosion Mat (Complete In Place)	225	SY	\$ 10.50	\$ 2,362.50
		Subtotal				\$ 233,248.50

3000	Erosion Control					
	3001	Erosion Logs (12" Wattle) (Various Installations)	330	LF	\$ 3.75	\$ 1,237.50
	3002	Curb Inlet Protection 1	4	EA	\$ 305.00	\$ 1,220.00
	3003	Drop Inlet Protection 3	5	EA	\$ 305.00	\$ 1,525.00
	3004	Rock Sock	4	EA	\$ 165.00	\$ 660.00
	3005	Silt Fence	4,700	LF	\$ 1.97	\$ 9,259.00
	3006	Check Dam	4	EA	\$ 1,410.00	\$ 5,640.00
	3007	Concrete Washout	1	EA	\$ 2,475.00	\$ 2,475.00
	3008	Vehicle Tracking Pad	1	EA	\$ 2,855.00	\$ 2,855.00
		Subtotal				\$ 24,871.50

4000	Sanitary Sewer					
	4001	Connect to Existing Manhole	1	EA	\$ 14,055.00	\$ 14,055.00
	4002	4' Sanitary Manhole	9	EA	\$ 4,345.00	\$ 39,105.00
	4003	6' Sanitary Manhole	2	EA	\$ 12,200.00	\$ 24,400.00
	4004	6" Sanitary Sewer Service	250	LF	\$ 54.40	\$ 13,600.00
	4005	10" Sanitary Sewer Main	3,310	LF	\$ 74.35	\$ 246,098.50
	4006	20" Dia. Steel Casing Pipe w/ Flow Fill & Cathodic Protection	60	LF	\$ 415.00	\$ 24,900.00
	4007	Jet and Clean Sewer	3,310	LF	\$ 1.05	\$ 3,475.50
		Subtotal				\$ 365,634.00

5000	Domestic Water					
	5001	6" Removal of AC Watermain & Replacement with 6" PVC Waterline	69	LF	\$ 210.00	\$ 14,490.00
	5002	8" Watermain	2,589	LF	\$ 58.60	\$ 151,715.40
	5003	8" Water Lowering	3	EA	\$ 5,415.00	\$ 16,245.00
	5004	6" Gate Valve	13	EA	\$ 1,515.00	\$ 19,695.00
	5005	8" Gate Valve	23	EA	\$ 2,350.00	\$ 54,050.00
	5006	Watermain Connections	2	EA	\$ 2,605.00	\$ 5,210.00
	5007	6" Fire Hydrant Assembly	9	EA	\$ 5,890.00	\$ 53,010.00
	5008	1-1/2" Service Line	95	LF	\$ 143.00	\$ 13,585.00
	5009	6" Fire Hydrant Line	201	LF	\$ 65.00	\$ 13,065.00
	5010	6" Fire Line	109	LF	\$ 155.00	\$ 16,895.00
		Subtotal				\$ 357,960.40

6000	Storm Sewer					
	6001	Type L Buried Riprap 1.5' Bury Depth w/6" Granular Bedding & Topsoil (CIP)	307	SY	\$ 79.20	\$ 24,314.40
	6002	Emergency Overflow Spillway w/ Concrete Cutoff Wall (Includes Rebar) (CIP)	1	LS	\$ 12,690.00	\$ 12,690.00
	6003	5' Storm Manhole	2	EA	\$ 4,885.00	\$ 9,770.00
	6004	Core & Grout Ex MH (with Storm D)	1	EA	\$ 1,370.00	\$ 1,370.00
	6005	CDOT Box Base Manhole w/ Flat Top Lid	2	EA	\$ 16,370.00	\$ 32,740.00
	6006	5' Type R Inlet	1	EA	\$ 6,500.00	\$ 6,500.00
	6007	10' Type R Inlet	2	EA	\$ 10,340.00	\$ 20,680.00
	6008	Type C Inlet w/ 2' sump	3	EA	\$ 3,670.00	\$ 11,010.00
	6009	Type D Inlet w/ 2' sump	2	EA	\$ 6,450.00	\$ 12,900.00
	6010	18" RCP	104	LF	\$ 80.70	\$ 8,392.80
	6011	24" RCP	579	LF	\$ 108.35	\$ 62,734.65
	6012	36" RCP	39	LF	\$ 170.55	\$ 6,651.45
	6013	60" RCP	646	LF	\$ 348.35	\$ 225,034.10
	6014	24" RC FES w/ Cutoff Wall	1	EA	\$ 3,865.00	\$ 3,865.00
	6015	36" RC FES w/ Cutoff Wall	1	EA	\$ 4,925.00	\$ 4,925.00

Bid Schedule of Values						
District	Johnstown North Metropolitan District No. 1					
Project Name	Johnstown North Iron Horse Filing 3 Public Infrastructure Improvements					
Project Number	JNMD-IHF3-PI					
Plan Set	Iron Horse Filing Three Bid Set dated 09/01/2022					
Bidder Name	Gerrard Excavating, Inc.					
Bidder Phone	(970) 669-1463					
Date Submitted	October 10, 2022					
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
	6016	60" RC FES w/ Cutoff Wall	1	EA	\$ 6,825.00	\$ 6,825.00
					Subtotal	\$ 450,402.40

7000 Concrete						
	7001	Vertical 6" Curb & Gutter	2,350	LF	\$ 34.70	\$ 81,545.00
	7002	3' Concrete Pan	777	LF	\$ 43.05	\$ 33,449.85
	7003	Concrete Curb Ramp & Sidewalk (Ronald Reagan Intersection)	70	SY	\$ 101.00	\$ 7,070.00
	7004	Detectable Warning	24	SF	\$ 67.00	\$ 1,608.00
	7005	9" Concrete Flatwork	90	SY	\$ 118.00	\$ 10,620.00
					Subtotal	\$ 134,292.85

8000 Roadway Material						
	8001	Asphalt Pavement (7 inches) [S(75) or SX (75) with PG 58-28 Binder]	2,200	TON	\$ 118.50	\$ 260,700.00
	8002	Asphalt Patch (High Plains Blvd & Ronald Reagan)	155	SY	\$ 150.00	\$ 23,250.00
	8003	Aggregate Base Course (10 inches) (Class 6)	3,300	TON	\$ 27.35	\$ 90,255.00
	8004	Relocate Gravel Drive (8 inches)	980	CY	\$ 22.00	\$ 21,560.00
					Subtotal	\$ 395,765.00

9000 Signage and Striping & Gates						
	9001	Sign w/ Post (Stop w/ Streets, No Parking {3}, Curve Ahead {2}, Speed Limit, No Outlet, Ditch {3})	11	EA	\$ 460.00	\$ 5,060.00
	9002	4" Solid Yellow Stripe	2,030	LF	\$ 1.25	\$ 2,537.50
	9003	4" Dashed Yellow Stripe (10' Long w/ 30' Gap)	2,030	LF	\$ 1.25	\$ 2,537.50
	9004	Performed Pavement Marking (X-Walk & Stop Bar)	167	SF	\$ 17.00	\$ 2,839.00
	9005	32' Steel Gate w/ "Emergency Vehicles Only" Sign Attached to Gate	2	EA	\$ 4,170.00	\$ 8,340.00
					Subtotal	\$ 21,314.00

10000 Traffic Control						
	10001	Traffic Control	1	LS	\$ 42,680.00	\$ 42,680.00
					Subtotal	\$ 42,680.00

11000 Miscellaneous						
	11001	Mobilization	1	LS	\$ 47,265.00	\$ 47,265.00
					Subtotal	\$ 47,265.00

TOTAL BID \$ 2,083,212.65

12000 Add Alternate						
	12001	Sleeving - 2" PVC	1	LF	\$ 61.05	\$ 61.05
	12002	Sleeving - 4" PVC	1	LF	\$ 66.10	\$ 66.10
	12003	Sleeving - 6" PVC	1	LF	\$ 72.85	\$ 72.85
	12004	Dewatering - Setup and Removal	1	EA	\$ 7,510.00	\$ 7,510.00
	12005	Dewatering - Trench Excavation and Backfill	1	LF	\$ 10.10	\$ 10.10
	12006	Dewatering - Pumping per Day	1	DAY	\$ 735.00	\$ 735.00
					Subtotal	\$ 8,455.10

by: Wilson & Company and Pinnacle Consulting Group, Inc.

[Signature]
Bidders Signature

Note:



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 Iron Horse, Filing No. 3, dated _____, 2023, between the Town of Johnstown and Centerra Commercial, 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
List of Bills - May 4, 2023 - May 25, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Ace Hardware	Supplies	PW	1,109.29
Advanced Mechanical Services, Inc	Equipment maintenance	PW	4,957.51
AJ'S Backflow Testing LLC	Backflow testing	PW	1,760.00
All Copy Products, Inc	Copier supplies	PD	211.30
Angel Armor	Uniforms	PD	220.05
APWA	Dues	PW	143.28
Aqua Engineering	Central WWTP expansion	PW	33,558.03
Arapahoe Rental	Equipment rental	PW	31.08
Arrowhead Scientific Inc.	Lab supplies	PD	100.00
Bell Gould Linder & Scott, P.C.	Legal services	ADM	92.00
Bludot Technologies Inc.	CRM	ADM	390.00
Blue to Gold, LLC	Training	PD	495.00
Bluebeam, Inc.	Software	PW	1,022.00
Browns Hill Engineering & Controls	SCADA	PW	5,602.01
Burns & McDonnell Engineering Co Inc.	Water treatment plant expansion	PW	162,883.46
Business Equipment Service	Software	PW	6,245.00
Canyon Systems, Inc.	Supplies	PW	303.59
Card Services	Training/travel/supplies	ALL	14,794.44
Central Weld County Water District	Interconnects	PW	586.00
CenturyLink	Phone/internet	PW	1,318.33
Cintas	Mat supplies/service	ALL	453.19
Cirsa	Insurance	ALL	225.82
Colorado Analytical Labs	Lab testing	PW	1,603.00
Colorado Department of Transportation	I-25 project	PW	68,136.01
Colorado Dept of Agriculture	Radar calibration	PD	136.00
Colorado Materials, Inc.	Supplies	PW	2,994.50
Colorado Paving Inc	Charlotte Street project	PW	525,297.71
Community Center Refund	Community Center deposit refund	ADM	510.00
Connell Resources, Inc.	North Interceptor project	PW	1,958,177.03
Consolidated Home Supply Ditch & Core & Main	Water legal	PW	71.40
	Water meters	PW	46,659.87
Colorado Wastewater Utility Council	Dues	PW	276.00
D2C Architects	Police expansion study	PD	31,459.13
DBC Irrigation Supply	Supplies	PW	1,362.59
Denali Water Solutions LLC	Sludge removal	PW	1,613.44
Denver Industrial Sales & Services Co	Cold patch materials	PW	3,729.38
DES Pipeline Maintenance, LLC	Maintenance	PW	3,093.75
Dietze and Davis P.C.	Billback - Engineering services	ADM	1,770.00
Ditesco LLC	Little Thompson Trail project	PW	15,258.41
Division of Oil and Public Safety	Elevator inspection	PW	30.00
DPC Industries Inc	Chemicals	PW	39,916.83
Fairbank Equipment Inc.	Equipment maintenance	ALL	91.71
Faris Machinery Co.	Supplies	PW	738.00

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
Ferguson Waterworks	Water meters	PW	41,664.14
First Class Security Systems	Fire system monitoring	PW	133.80
First National Bank	Custodial fees	ADM	2,081.05
Frontier Business Products	Equipment maintenance	ADM	54.00
Frontier Fertilizer & Chemical	Chemicals	PW	334.50
Frontier Precision	Subscription	PW	250.00
Glenn A. Jones Library	Library support	ADM	103,786.43
Gopher Excavation, Inc.	Raw water trunk line project	PW	27,000.00
Grainger, Inc.	Supplies	PW	863.54
Ground Engineering Consultants, Inc.	Materials testing	PW	148.50
Hach Company	Equipment maintenance	PW	12,699.00
Hays Market Inc	Supplies	PW	138.81
I&C Design	Equipment maintenance	ALL	963.00
IMEG Corp	Billback - Engineering services	ADM	7,582.50
Indigo Water Group	Training	PW	600.00
Infosend, Inc.	Utility bill printing/newsletter	ADM	2,241.22
Insight North America, LLC	Investment services	ADM	3,042.44
J&D Creations	Uniforms	PW	353.45
John Deere Financial	Supplies	PW	763.45
Johnstown Breeze	Publications	ADM	1,003.48
J-U-B Engineers, Inc.	South Tank construction	ADM	26,161.75
Kangaroo Express of Longmont, Inc	Lab testing	PW	385.00
Ken Garff Ford Greeley	Snow plow	PW	346,858.00
Kenyon P. Jordan, Ph.D.	Prehire evaluations	PD	275.00
Kenz & Leslie Distributing	Supplies	PD/PW	316.65
Kinsco, LLC	Uniforms	PD	770.92
Language Line Services Inc.	Translation service	PD	28.07
Larimer Humane Society	Contract billing	PD	480.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	4,857.50
Law Office of Avi Rocklin LLC	Legal services	ADM	9,603.50
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Limelight Properties LLC	Permit reimbursement	ADM	60,792.00
Loveland Barricade LLC	Supplies	PW	93.75
Lower Latham Asset Management Company	Maintenance	PW	990.00
Lowe's	Supplies	PW	3,143.81
Mac Equipment, Inc	Supplies	PW	3,332.39
Mark Stanley	Training reimbursement	PW	99.56
McDonald Farms Enterprises Inc	Sludge removal	PW	1,599.00
MGS Incorporated	Equipment maintenance	PW	863.25
Milliken Johnstown Electric	Equipment maintenance	PW	112.50
Mountain States Pipe & Supply	Water meters	PW	68,474.69
Nalco Company LLC	Chemicals	PW	6,770.41
Napa Auto Parts, Inc	Vehicle supplies	PW/PD	2,034.62
Office Depot Business Credit	Supplies	ALL	969.10
OLC Designs	Pool feasibility study	ADM	3,250.00
Patriot Petroleum Solutions LLC	Equipment maintenance	ALL	1,548.00

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
Paul's Plumbing & Heating	Equipment maintenance	PW	2,680.00
Pitney Bowes Inc	Office supplies	PD/ADM	63.90
Poudre Valley REA	Utilities	ALL	11,296.55
Quality of Life & Safety Designs LLC	Fire safety	PW	25.00
Ramey Environmental Compliance Inc.	OCR services	PW	24,239.67
Redi Services, LLC	Port o lets	PW	1,400.00
Rental Equipment Center - Fort Collins	Equipment rental	PW	634.02
Reporter Herald	Newspaper subscription	ADM	624.00
Rexel	Maintenance	PW	4,673.02
Rhinehart Oil Co., Inc.	Fuel	PW	2,113.09
SAFEBuilt LLC Lockbox # 88135	Inspection services	PW	25,000.00
Sam's Club MC/SYNCB	Supplies	ALL	715.86
Sanderson Stewart	CO 60 & CR 13 signal	PW	8,874.50
SavATree	Charlotte Street project	PW	3,525.00
Sean Blatzer	Customer reimbursement	PW	151.89
SMH West, LLC	South Tank construction	PW	157,630.93
Striglos	Software	ADM	74.00
TANCO Engineering, Inc.	Tank inspection	PW	103,200.00
TDS	Phone/internet	ALL	2,929.45
TechMedia, LLC	Supplies	ADM	2,816.27
Terminix	Chemicals	PW	347.50
Terracon Consultants, Inc.	Charlotte Street project	PW	315.00
The Home Depot/GECF	Supplies	PW	1,064.87
TimberLAN	IT services	ALL	3,150.00
T-Mobile	Cell phone	PD	32.91
Town & Country Fence Co.	Building maintenance	PW	580.00
Traffic Signal Controls Inc	Street signs	PW	9,050.00
TruGreen Chemlawn	Chemicals	PW	5,304.86
United Power, Inc	Utilities	PW	750.10
USA Bluebook	Supplies	PW	1,162.35
Utility Notification Center of Colorado	Locates	PW	930.09
Utility Refund	Utility Refunds	ADM	1,419.30
Vector Disease Control	Chemicals	PW	4,499.00
Verizon Wireless	Phone/internet	ALL	4,554.79
Waste Connections of Colorado Inc.	Trash services	ALL	84,174.11
Water Rates by Brandewie LLC	Research	ADM	600.00
Weld County Dept of Public	Lab services	PW	596.50
Weld County Sheriff	Jail fee	PD	15.15
Workwell Occupational Medicine	Drug screen	PW	45.48
Xcel Energy	Utilities	ALL	55,168.21
Xtra Air LLC	Equipment rental	PW	8,000.00
YMCA of Northern Colorado	Operating subsidy	ADM	41,666.67
Yost Cleaning	Monthly cleaning service	PW	3,362.66
			<u>4,270,071.37</u>



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: June 05, 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):

- 06/05/2023 – Regular Council Meeting
- 06/19/2023– Regular Council Meeting
- 06/26/2023 – Work Session – Land Use Code Amendment Discussion

Administration, Finance, Planning, & Human Resources

- *Town Clerk* – A special event application has been received and is being reviewed for *Superhero Strides for Cystic Fibrosis*, a 5K run on July 29, 2023.
- *Cemetery* – Staff met with the Cemetery Committee to review the Rules and Regulations, which will be updated to include a height limit for monuments as well as other miscellaneous items. A fully updated document will be included in the Information Items of the Council packet when finalized.
- *Municipal Court* – 140 cases were processed in Municipal Court in May 2023.
- *Municipal Code Amendments* – As Council has approved several Municipal Code amendments, Staff is working on outreach and updating the Town website to reflect these

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changes. One of the most notable changes is the Short-Term Rental License requirement, which will be communicated to the community in upcoming newsletters and social media outreach as well as various mailings.

- *Franchise Agreements* – Staff is continuing negotiations with TDS on a new franchise agreement.
- *Pool Feasibility* – The Pool Feasibility Committee met for the first time on May 1st to discuss potential visions for the project. The project kick-off meeting took place on May 31 and included the Committee and the Consultant. The discussion included topics such as design goals, philosophy, and parameters. The Consultants toured both potential sites.
- *Police Building RFP* – The RFP for the expansion of the Police Department has been issued. The closing date is July 14, 2023.
- *Hiring* – We are about to welcome a new Police Officer, three Planners, three Parks seasonal workers, a Wastewater Operator, and a new Public Works Director to our team. The Town is currently searching for Utility Operators, a Streets Crew Lead, and more Police Officers.
- *Training* – Staff from multiple departments completed training on several safety and workplace topics through CIRSA.
- *Regional HR Partnership* – The Town recently hosted a regional gathering for municipal HR leaders in the Northern Colorado area.
- *Planning & Zoning Commission* – Two candidates were interviewed for appointment to the Commission, and a recommendation will be made to the Council in June. One commissioner, Jessica Salo, has resigned due to a promotion to department chair at UNC, and her last meeting will be at the PZC regular meeting on June 28.
- *Utility Billing* – 165 shut-off letters were mailed out in May and only 14 customers remained on the list on shut-off day.
- *Finance* – The Finance Director attended the annual GFOA (Governmental Finance Officers Association) conference where topics included the ever-changing bond market, ARPA funding, and updated best practices for Finance.
- *2022 Audit* – The audit is in process. Staff will continue to work closely with the auditors for the next several weeks as they review the Town’s data. The 2022 audited financials are expected to be presented to Council in July.
- *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. Our department has made significant progress in improving our digital environment, boosting the accessibility rating of the website by more than 10% since the start of the year.

Communications Dept.

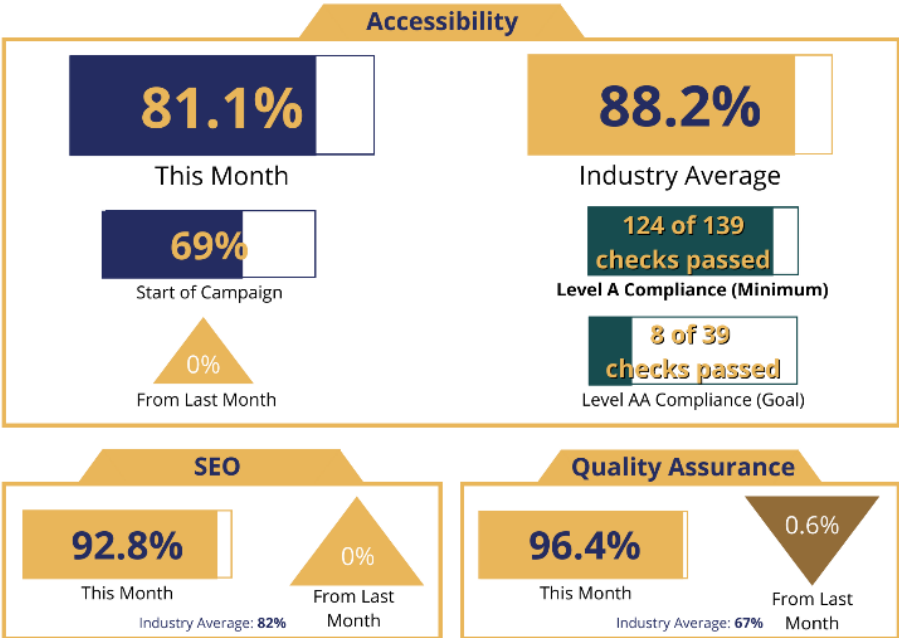
Web Presence Stats - May 2023



Website: johnstowncolorado.gov | Newsletter: johnstowncolorado.gov/newsletter
 Town Facebook: @TownofJohnstown | Twitter: @JohnstownCO | Instagram: @JohnstownColorado
 JPD Facebook: @JohnstownPoliceDepartment | JPD Twitter: @JohnstownPD

Communications Dept.

Accessibility Stats - May 2023



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- 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 followings continue to grow steadily while increasing engagement with our core audience. The new Town email lists continue to add subscribers and boast fantastic engagement numbers: according to the Town’s email vendor, Constant Contact, the average open rate for government organizations is just 35.45%.

Communications Dept.



- Community Engagement Events* – Town Staff engaged with the community in May at the May 6 Cinco De Mayo Event in Downtown Johnstown and the Arbor Day Edu Tour with our local 4th graders. Town Staff is gearing up for another great BBQ Day event on June 3! Additional June community engagement opportunities that the Town booth is scheduled to attend include:

 - June 9 PD vs Fire softball game
 - June 17 PD Shred Event
 - June 17 Johnstown Pride Vendor Fair at the YMCA.

These events serve as a great opportunity for Town Staff and Town Council to engage with residents, businesses, and visitors. Sharing Town information with residents and meeting the community where they are is a priority for the Town and promotes engagement and transparency.

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Police Department

Training:

- *Auto Theft Training* – Sergeant Perry attended the “Colorado Auto Investigators Conference” where he gained valuable information on auto theft investigation trends, and resources available to help our department combat auto theft.
- *SWAT Training* – Officer Noah Jaramillo successfully completed basic SWAT School as a member of the Larimer County Regional SWAT Team, representing the Johnstown Police Department.
- *Threat Assessment Training* – Commander Oglesby and Sergeant Perry attended the annual Threat Liaison Officer conference. They received valuable training on topics such as: weaponized drone threats, Colorado cyber security threats, insider threat protection and international terrorism threats. They also learned about the latest statistics published by the US Secret Service National Threat Assessment Center on mass attacks in public spaces.
- *Leadership Training* – Sergeant Brown graduated from the Denver University Public Safety Leadership Program. This program is designed to teach the fundamentals of public leadership, with emphasis on understanding team dynamics.

Community Policing, Outreach & Miscellaneous Items:

- *Cinco de Mayo* – Officers provided security for the downtown Cinco de Mayo celebration.
- *Emergency Warning Testing* – The department tested the tornado sirens as part of a coordinated effort with the Weld County Office of Emergency Management.
- *Charity Softball Game* – The Johnstown Police Department will face off against the Front Range Fire Department on June 9 for a charity softball game.

Public Works

- Crews completed 80 work orders this review period consisting of flood cleanup, construction inspections, street sweeping, gravel road grading, filling potholes, road sign repair, funerals, event setup and teardown, and a variety of other street and grounds related work.



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- *Little Thompson Trail* - Contractor has encountered some areas of poor subgrade. Repairs are in progress.
- *Charlotte Street Improvements* -The contractor continues to work with the full width street closure from Greeley to Idaho. Completed sanitary sewer pipe installation, completed sewer line and service installation. The three-week look ahead is located on our website and is updated each week.



- *Buc-ee's* - Attended Consolidated Home Supply Ditch Company realignment walkthrough. Consolidated Home Supply Company approved all installation.
- *The Granary PH 1 B* - Proof rolled for curb and gutter and installation.



- *County Road 3* - They are working on gravel shoulder installation.



- *North Ridge* - The frontage road was inspected and approved curb and gutter islands, ADA ramps, and asphalt paving area.
- *The Ridge Filing 1* - CR 3e subgrade treatment completed approved subgrade for base course installation.
- *The Granary* - Repairs were made to failed areas in PH 1 FL A.



Utilities

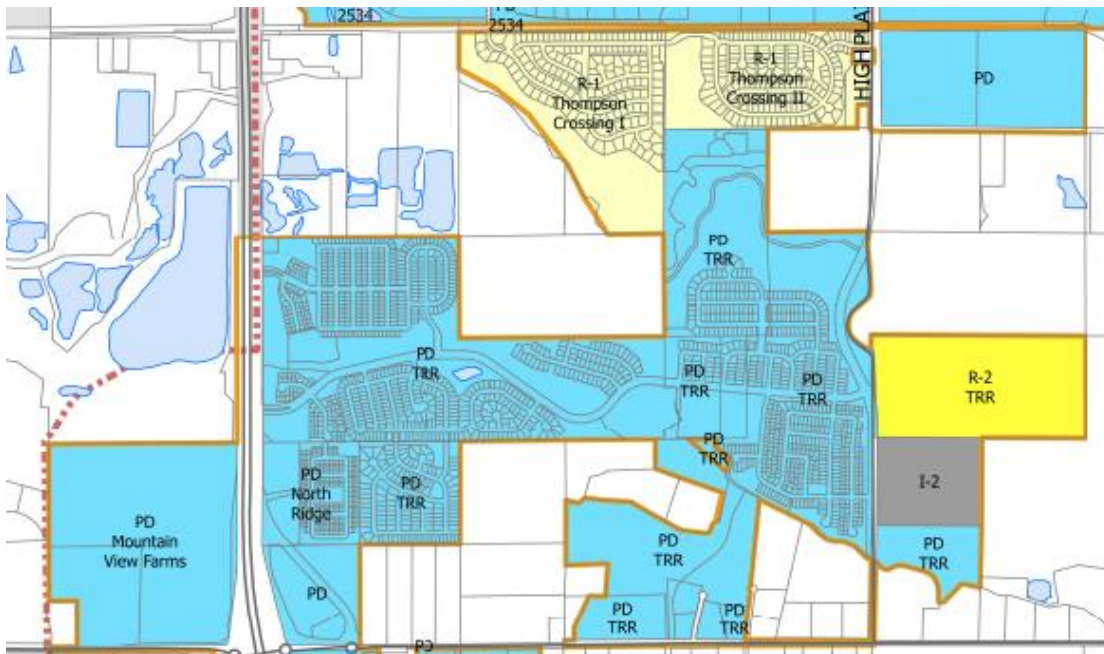
- *Treatment*
 - WTP:
 - Average Daily Flows: 2.502 MGD
 - Repairs and painting of the north storage tank at plant are complete and the tank is back in service and operational.
 - Prepared GAC vessels for the season by repairing air-vacs, filling vessels with new media, backwashing, and forward flushing.
 - Pretreatment recycle pump had bearings replaced and a New VFD installed providing redundancy for the season.
 - Low Point WWTP:
 - Average Daily Flows: 0.58 MGD
 - Testing and wiring of the new Membrane Bio Reactor (MBR) treatment building continues.
 - HVAC issues in headworks and new solids handling building have been addressed.
 - Emptied propane tanks in preparation for removal from the plant with the new installation of a Natural Gas utility.
 - Central WWTP:
 - Average Daily Flows: 0.89 MGD
 - Staff dye tested plant flows to provided valuable information for aerator placement.
 - The motor for the east aerator on Lagoon 1 was repaired, mounted, and placed into service.
 - Participating in a pilot program for a Gen12 submersible aerator unit to help break apart excess solids in Lagoon 1 and seeing impressive results.

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- *Sewer Collection & Water Distribution*
 - Locates: 856 tickets
 - Meters: 33 new installs, 16 Replacements
 - DES completed Jetting, Cleaning & Camera in Gateway, Pioneer Ridge and 2534.
 - The overflow valve in Corbett Glen lift station was repaired after being stuck open from grease build up and causing the pumps to run excessively.
 - Town has taken ownership of new water & sewer main on Charlotte from Estes to Greeley
- *Inspections*
 - 5,020' water main installed and tested
 - 2,050' sewer main installed and tested
 - 69 water/sewer inspections
- *GIS*
 - Added 22 miles of water lines.
 - Added 6 miles of wastewater lines.
 - 888 fire hydrants have been collected for GIS as well.
 - The development of a new zoning map is underway that reflects recently approved new zoning designations. Below is a sample of the map:



- *Capital Projects*
 - *Central Sewer Expansion Phase 2* – The final payment application and retainage release request was processed in May. The final project cost came in approximately 30% less than the Guaranteed Maximum Price (GMP). The

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original GMP was approximately \$10.58M and the final pay request came in at approximately \$7.5M. This was due to some design changes made during construction and the contractor was able to have higher production rates than what was anticipated. Town Staff will continue to monitor the sanitary sewer main over the warranty period.

- *Raw Water Transmission* –The design engineer is continuing to work with Town Staff to set the final alignment from Lone Tree to the Water Treatment Plant. The primary focus is between Lone Tree Reservoir and Hwy 287 which has multiple constraints. The Town is also working with the Home Supply Ditch Company on the location of the new pump station at Lone Tree Reservoir. Meetings are being held with neighboring jurisdictions to determine their review and permitting processes.
- *South Water Tank* – The tank contractor is continuing to work on the interior piping, electrical, and civil site work as weather permits. Due to some weather delays in May, the contractor should be completing the tank in early June and testing of the tank will commence in mid-June.
- *South Water Tank Distribution Pipeline* – The contractor has completed all main line installation. The contractor has begun testing the mainline starting on CR 17. Testing consists of filling the line with High Chlorinated water, flushing the line, pressure and leakage testing, and finishes with bacteriological testing. Depending on the findings of the testing, this will take 4-5 weeks.
- *Water Treatment Plant Expansion* – The Design Engineer is focused on preparing 60% design plans. The Town anticipates receiving 60% design plans in mid-July. The construction manager has developed an overall project schedule and preliminary cost estimate based on the revised 30% plans. Town Staff is actively working with the project team on the preliminary schedule, cost estimate, and design decisions as the design progresses to 60% completion.
- *North Interceptor* – The contractor has completed pouring the walls for the wet well and overflow vault. The contractor will continue to work on pouring the slab for the wet well and the columns in the coming months. The contractor has also completed the installation of the mainline from the Central Wastewater Treatment Plant to the north and west that was planned prior to the start of irrigation season. Mainline installation will start back up in September. Staff will continue to work on easement acquisition over the summer to ensure all easements are in place for work to commence once irrigation and farming has wrapped up for the season.
- *Low Point Sewer Plant Expansion* – The contractor continues installing equipment in the Membrane Bioreactor (MBR) and Headworks building as it arrives on site. Site electrical is well underway and the plant is tracking for a September start-up. Town Staff and the contractor are working together to schedule trainings for staff on the new equipment and testing. In addition, Staff is working with the programmer to review the proposed interface to control the plant.

- *Central Wastewater Treatment Plant* – Site grading is underway including the excavation of a new lift station and some of the basins. Staff will continue to work with the contractor and design engineer throughout construction on permitting and construction progress.
- *State Highway 60 Waterline* – Over the next six months Town Staff will work with the design engineer on final alignment and obtaining all necessary easements and agreements. As a reminder, this project consists of replacing an aging water main in Highway 60 from Parish Avenue to approximately Sticker Stadium and installation of a new water main from Sticker Stadium to the new Central Wastewater Treatment Plant.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 5, 2023

SUBJECT: Introduction and Consideration of Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V of Chapter 18 of the Johnstown Municipal Code, concerning Adoption of the International Energy Conservation Code, 2018 Edition.

ACTION PROPOSED: Approval of Ordinance 2023-253 on 1st Reading and Set a Public Hearing for June 19, 2023.

ATTACHMENTS:

1. Ordinance 2023-253
2. SAFEbuilt Memo
3. Excerpt from 2021 DOE report – Energy Cost Savings

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

In 2019, the Town of Johnstown adopted Ordinance No. 2019-165, Amending Chapter 18 of the Johnstown Municipal Code which included the 2018 editions of the International Residential Code, the International Building Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Fire Code, the International Property Maintenance Code, the International Existing Building Code, the International Swimming Pool and Spa Code, and the 2017 edition of the National Electric Code, and the 2012 edition of the International Energy Conservation Code. These various building codes set minimum requirements for how structural systems, plumbing, heating, ventilation, natural gas, and other aspects of residential and commercial buildings should be designed and constructed.

In 2022 the Colorado Legislature passed HB 22-1362, a bill that includes provisions that require local jurisdictions that have adopted any building codes to also enforce energy code provisions. The Town's contracted Building Officials, Jose Gonzalez, and Jonathan Gesick, with SAFEbuilt Colorado, LLC, have recommended that the Town update sections of Article V, Chapter 18 of the Johnstown Municipal Code by adopting the International Energy Conservation Code, edition 2018. The International Energy Conservation Code (IECC) is a model building code that sets minimum standards in new construction for a structure's walls, floors, ceilings, lighting, windows,

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doors, duct leakage and air leakage, with a specific focus on energy efficiency. If approved, this update to the municipal code will ensure the Town's compliance with Colorado State laws and regulations while also providing flexibility and minimizing any negative impact to both the Town and the local builders.

It is important to note that there are financial impacts to an upgraded IECC version, as well as long-term cost savings. A [2021 Department of Energy/Pacific Northwest National Laboratory report](#) compared the residential provisions of the 2009 to 2018 energy code and found an average annual savings, per dwelling unit, in Colorado to be 14.5% or \$208.81. The total cost of the additional improvements to meet the 2018 code vs. 2009 code was calculated at \$2,150. These numbers assume a 2,376 square foot, two-story, single-family home with a heated basement. Attachment 3 presents an Energy Cost Savings excerpt from this report.

Town Staff has conferred with SAFEbuilt and concurs that an amendment to the Johnstown Municipal Code is appropriate. Staff also believes that a large percentage of our builders are already designing to and building to 2018 code standards, or better, and therefore the financial impact to builders and homeowners is likely to be minimal with this amendment.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approval of Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V of Chapter 18 of the Johnstown Municipal Code, concerning Adoption of the International Energy Conservation Code, 2018 Edition, and Set a Public Hearing for June 19, 2023.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council Approve Ordinance 2023-253 Amending Chapter 18 of the Johnstown Municipal Code, on First Reading, and Set a Public Hearing for June 19, 2023.

For Denial

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I move that the Town Council Deny Ordinance 2023-253, which would have Amended Chapter 18 of the Johnstown Municipal Code.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-253**

**AN ORDINANCE AMENDING SECTIONS 18-41 AND 18-43 OF ARTICLE V
OF CHAPTER 18 OF THE JOHNSTOWN MUNICIPAL CODE
CONCERNING ADOPTION OF THE INTERNATIONAL ENERGY
CONSERVATION CODE, 2018 EDITION.**

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, pursuant to Title 31, Article 16, Part 2, C.R.S., the Town Council adopted building codes in Chapter 18 of the Johnstown Municipal Code (“Code”); and

WHEREAS, based on the recommendation of the Town’s building official, the Town Council desires to amend Sections 18-41 and 18-43 of Article V of Chapter of the Code to adopt the International Energy Conservation Code, 2018 Edition, with amendments; and

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

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

Section 1. Section 18-41. Section 18-41 of the Johnstown Municipal Code is hereby repealed and readopted in full to read as follows:

Sec 18-41. International Energy Conservation Code.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Energy Conservation Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 5 inclusive (“IECC”), is hereby adopted by reference as the Town of Johnstown Energy Conservation Code to have the same force and effect as if fully set forth herein.

Section 2. Section 18-43. Section 18-43 of the Johnstown Municipal Code is hereby repealed and readopted in full to read as follows:

Sec 18-43. Amendments.

The International Energy Conservation Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and modifications:

(1) IECC Section C101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IECC Section 109.1 (General) is amended by the deletion of the last three sentences and replacement with the following:

“The members of the Board of Appeals shall be comprised of the members of the Town Council.”

(3) IECC Section 109.3 (Qualifications) is amended by the deletion of this section in its entirety.

(4) IECC Section C402.1.1 (Low energy buildings) is amended by the addition of Exception No. 4 to read as follows:

“Commercial structures that lack one or more of the basic amenities or utilities required for year-round occupancy or use such as a permanent heating system, insulation, and/or year-round usable plumbing.”

(5) IECC Section R402.4.1.2 (Testing) is amended by the deletion of the first sentence and replacement with the following:

“The *building* or dwelling unit shall be tested and verified as having an air leakage rate not exceeding seven air changes per hour in *Climate Zones* 1 and 2, and five air changes per hour in *Climate Zones* 3 through 8.”

Section 3. Subsections 18-3(14) and (24) and Subsections 18-13(4) and (19). The references to the 2012 International Energy Conservation Code set forth in Subsections 18-3(14) and (24) and Subsections 18-13(4) and (19) of the Johnstown Municipal Code shall be amended to reflect the 2018 International Energy Conservation Code.

Section 4. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 5. Code 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 6. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance and of the

International Energy Conservation Code, 2018 Edition, shall be available at the office of the Town Clerk.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Damien Berg, Mayor Pro Tem

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

DATE: 05/23/2023
MEMO: TO TOWN OF JOHNSTOWN COUNCIL
RE: RECOMMENDATION TO ADOPT 2018 INTERNATIONAL ENERGY CONSERVATION CODE

Dear Town Council,

ProCode Staff respectfully recommends the adoption of the 2018 International Energy Conservation Code (2018 IECC). The reason behind moving or adopting the 2018 IECC is to come into compliance with state requirements of enforcing or adopting one of the last 3 published versions of the code. The state has been working for some time now on new requirements and regulations on energy compliance, but as of today, it is unclear which direction the state is headed.

By adopting/updating the energy code it would shield the town, for some time, from any new regulations that may be developed and mandated by the state.

CRS 31-15-602(3.5)(c) – “When adopting or updating a building code prior to July 1, 2023, the governing body of a municipality shall adopt and enforce an energy code that achieves equivalent or better energy performance than one of the three most recent editions of the international energy conservation code.”

The impact to building community in general should be minimal as most jurisdictions in the region have adopted the 2018 IECC or newer codes for some time now. Most builders are familiar with the requirements, and many are already building to comply with 2018 Energy code.

Options are: 2015, 2018 and or 2021 IECC (last three published versions of ICC). ProCode Staff is recommending adoption of 2018 IECC since it is more flexible and provides more options for compliance than previous versions.

Adoption would NOT result in higher permit fees unless fees are modified (not suggested).

The inserted graphic provides a table that indicates:

- Cost of Construction for new SFD under 2018 IECC would go up approximately \$40. The potential energy savings with new code is about \$91. Cost Effectiveness for Residential (payback yrs.) is indicated as “Immediate”.
- Cost of Construction for new SFD under 2021 IECC would go up approximately \$3609. The potential energy savings with new code is about \$264. Cost Effectiveness for Residential (payback yrs.) is estimated at 13.7 Years.

Average Single Family Added Cost \$

		Moving to this IECC Version				
		2009	2012	2015	2018	2021
Moving from this IECC Version	2006	\$833	\$2,430	\$4,028	\$4068	\$7,637
	2009		\$1,597	\$1,583	\$1623	\$5,192
	2012			Negligible	\$40	\$3,609
	2015				\$40	\$3,609
	2018					\$3,569
	2021					\$3,569

Average Single Family Annual Savings \$

		Moving to this IECC Version				
		2009	2012	2015	2018	2021
Moving from this IECC Version	2006	\$119	\$392	\$665	\$692	\$865
	2009		\$273	\$337	\$364	\$537
	2012			\$64	\$91	\$264
	2015				\$27	\$200
	2018					\$173
	2021					\$173

Single Family Simple Payback Years¹

		Moving to this IECC Version				
		2009	2012	2015	2018	2021
Moving from this IECC Version	2006	7	6.2	6.1	5.9	8.8
	2009		5.9	4.70	4.4	9.6
	2012			Immediate	Immediate	13.7
	2015				1.5	18.1
	2018					20.6
	2021					20.6

¹ Simple payback is the number of years required for energy cost savings to exceed the incremental first costs of a new code or code change proposals. Simple payback is not used as a measure of cost-effectiveness as it does not account for the time value of money, the value of energy cost savings that occur after payback is achieved, or any maintenance or replacement costs that occur after the initial investment.

Source:



National Cost Effectiveness of the residential provisions of the 2021 IECC. Office of Energy Efficiency and Renewable Energy. (2021, June). Retrieved from https://www.energycodes.gov/sites/default/files/2021-07/2021IECC_CostEffectiveness_Final_Residential.pdf

Sincerely,

Jose Gonzalez
Building Official
ProCode

Energy Cost Savings

Table 11 and Table 12 show the estimated annual per-dwelling unit energy costs of end uses regulated by the IECC, which comprise heating, cooling, water heating, lighting, fans, and mechanical ventilation that result from meeting the requirements of the 2018 and the 2009 IECC.

Table 11. Annual (First Year) Energy Costs for the 2009 IECC

Climate Zone	2009 IECC						
	Heating	Cooling	Water Heating	Lighting	Fans	Vents	Total
4B	\$640.59	\$228.83	\$201.45	\$180.10	\$137.74	\$0.00	\$1,250.97
5B	\$573.00	\$164.17	\$199.28	\$169.76	\$136.44	\$0.00	\$1,106.21
6B	\$847.90	\$125.05	\$234.24	\$182.20	\$144.54	\$0.00	\$1,389.39
7B	\$925.44	\$91.79	\$243.61	\$179.77	\$149.20	\$0.00	\$1,440.61
Average	\$605.12	\$158.55	\$203.32	\$170.90	\$137.51	\$0.00	\$1,137.89

Table 12. Annual (First Year) Energy Costs for the 2018 IECC

Climate Zone	2018 IECC						
	Heating	Cooling	Water Heating	Lighting	Fans	Vents	Total
4B	\$333.32 (-48.0%)	\$203.97 (-10.9%)	\$184.04 (-8.6%)	\$148.86 (-17.3%)	\$99.85 (-27.5%)	\$0.00 (0.0%)	\$870.20 (-30.4%)
5B	\$329.02 (-42.6%)	\$165.12 (0.6%)	\$182.10 (-8.6%)	\$140.32 (-17.3%)	\$110.98 (-18.7%)	\$0.00 (0.0%)	\$816.55 (-26.2%)
6B	\$476.50 (-43.8%)	\$123.45 (-1.3%)	\$213.53 (-8.8%)	\$150.60 (-17.3%)	\$109.64 (-24.1%)	\$0.00 (0.0%)	\$964.07 (-30.6%)
7B	\$533.08 (-42.4%)	\$95.46 (4.0%)	\$221.93 (-8.9%)	\$148.59 (-17.3%)	\$100.91 (-32.4%)	\$0.00 (0.0%)	\$999.06 (-30.7%)
Average	\$347.00	\$159.47	\$185.73	\$141.26	\$110.34	\$0.00	\$833.46

Table 13 shows the first year energy cost savings as both a net dollar savings and as a percentage of the total regulated end use energy costs. Results are weighted by single- and multifamily housing starts, foundation type, and heating system type.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 5, 2023

SUBJECT: Public Hearing – First Reading Ordinance No. 2023-252
Amending Section 7-128 of the Johnstown Municipal Code

ACTION PROPOSED: Consider Ordinance No. 2023-252

ATTACHMENTS: 1. Ordinance No. 2023-252

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance No. 2023-252 that would amend Section 7-128 of the Johnstown Municipal Code relating to Pet Licensing fees. As Council is aware, the Town maintains a consolidated schedule of the Town’s fees, rates and charges for municipal services that is set by resolution. When the fee schedule was originally established, sections of the code that previously included fees were amended to reflect the change to the consolidated fee schedule; however, Section 7-128 was overlooked and currently notes a listed fee instead of directing residents to the fee schedule. To be consistent with current code and practices, staff is recommending amending the section to be uniform with other sections of the code by eliminating the fee amount and refer instead only to the Fee Schedule.

LEGAL ADVICE:

The Town Attorney prepared the ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2023-252 upon first reading.

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SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2023-252, Amending Section 7-128 of the Johnstown Municipal Code on first reading.

For Denial: I move to deny Ordinance No. 2023-252, Amending Section 7-128 of the Johnstown Municipal Code on first reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-252**

AN ORDINANCE AMENDING SECTION 7-128 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING REFERRAL OF THE AMOUNT OF THE DOG AND CAT LICENSE FEE TO THE TOWN FEE SCHEDULE

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, the Town Council has established a consolidated schedule of the Town’s fees, rates and charges that are levied and assessed for municipal services; and

WHEREAS, Section 7-123 of the Johnstown Municipal Code (“Code”) provides that the owner of a dog or cat must obtain a license and Section 7-128 of the Code provides such owner must pay a license fee; and

WHEREAS, to provide consistency and uniformity in the Code, the Town Council desires to omit the amount of the dog and cat license fee from the Code and, rather, refer the amount of such fee to the Town Fee Schedule; and

WHEREAS, to effectuate the foregoing, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town of Johnstown.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:

Section 1. Section 7-128 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-128. License fee.

Each owner applying for a dog or cat license shall be required to pay a fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. If the owner desires to pay the fee associated with a spayed or neutered dog or cat, the owner must provide bona fide proof of such spaying or neutering.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision,

part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Damien Berg, Mayor Pro Tem

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

Dear Y Members,

Welcome to summer. At the Y, we have many summer activities and opportunities for you and your family to have fun, to enjoy each other's company, to stay active and to build a community. From our outdoor pool at the Lafayette Y and splash pads in Lafayette, Boulder and Johnstown to day camps in 8 different cities and our beautiful overnight camp, the Y is here to help your family make the best of summer. If you have not registered for camp, please do so quickly as some of our offerings are close to selling out. I also hope you have noticed the upgraded fitness equipment in many of the Ys as well as new paint and carpet.

To help you kick off the summer, we are providing guest passes below. Bring a friend to the pool or a drop-in class and share with them what you love about the Y.

I also want to give a staffing update. For the last year or so, we have struggled to recruit staff for some of our key programs. Like many pool operators and childcare providers, national staffing shortages have taken their toll on our organization. However, this year we believe we will be almost fully staffed, which is a big change for most pools and camps. We feel fortunate to be in this position, but of course, if you know someone who would make a great lifeguard or camp counselor, please send them to ymcanoco.org/careers.

Much of our success in recruiting staff is because of recent wage increases, which are partially because of state and local laws and partially because we must stay competitive as an employer. As an example, before COVID we were paying \$12 an hour for positions that now earn up to \$21 an hour. We believe dedicated people are our greatest asset, and we must remain competitive with quality benefits and pay.

We have also experienced significant increases in supplies and services for maintaining our facilities. Like most organizations, the Y has seen a 10%-15% increase in janitorial, maintenance, utilities, contractor and vendor costs. The Y assesses best practices regularly to minimize increases; however, it's imperative that our centers operate at an optimum level to serve our community.

On top of staffing and maintenance cost increases, we are dealing with the dire effects of inflation as well.

All of this is to say that we will be raising family membership rates in July. Knowing the impact that COVID has had on local families, we have not raised family membership rates since 2019. However, we must prioritize the Y's fiscal stability and ensure this organization remains fortified for years to come.

Here are the new monthly rates that will go into effect in July:

Boulder, Longmont & Lafayette Family: \$115
 Boulder, Longmont & Lafayette Single Adult Family: \$99
 Johnstown Resident Family: \$85
 Johnstown Neighboring Family: \$98
 Johnstown Non-resident Family: \$115

We have also made the difficult decision to eliminate the Longmont legacy memberships. Starting in July, these rates will align with our regular Longmont membership rates.

Here is a bit of good news: While analyzing how our rates compare to other local fitness centers and community centers, we realized that our young adult/youth memberships (ages 12 to 25) are disproportionately high. We will be decreasing those by \$25 to ensure our young adults have a place at the Y.

Our monthly young adult rate in Boulder, Longmont and Lafayette as well as the Johnstown neighboring and non-resident youth rate will be \$35. This will not impact the Johnstown resident youth rate.

As always, the YMCA offers financial assistance to those who qualify. Please contact us if you would like to learn more

about financial assistance. You are always welcome to reach out to me with comments, concerns or questions.

Sincerely,

Chris Coker

President and CEO / YMCA of Northern Colorado

April 18, 2023

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order by Chad Young at 7:02 pm. Debi Sauer, Jenna Hall, Corina Strickland, Sheryl Ballard, Director Kristi Plumb and Senior Staffer Dylann Leal were also in attendance. Dylann presented the Director’s Report.

The March 2023 minutes were approved. The financial report for March was reviewed and approved as follows:

March beginning balance	\$ 197,825.12	Petty Cash beginning balance	\$ 435.01
Inflow	183,579.14		-0-
Outflow	317,207.37 (300,000 to CO Trust)		-0-
Ending balance	\$ 64,196.89		\$ 435.01

CO Trust: \$ 6,714,388.02

Director’s Report:

Artists-in-Residence are Knowledge Quest Academy, Milliken Elementary, Pioneer Ridge and Elwell Elementary Schools in Johnstown and Blooming Littles in Milliken as we celebrate the future of the art world during our annual art show!

Landscaping: Kristi reports that activity has been slow or non-existent. She plans to hold them accountable. Two west trees are scheduled to be removed April 19.

Milliken: New fan was installed March 27th and passed inspection March 29th-Mill Haus is happy! Trading out collection is a work in progress. Kristi reviewed IGA with Town of Milliken regarding recent lack of janitor services.

New Policies: Successful work session for updating the Employee Handbook resulted in **policies** ready to be approved- Motion to accept **Collection development** was made by Chad, seconded by Debi, and passed. Motion to accept **Reconsideration of library material** was made by Debi, seconded by Chad, and passed. Motion to accept **Program Policy** was made by Chad, seconded by Sheryl and passed. Motion to accept **Reconsideration of a library program** was made by Debi, seconded by Jenna, and passed. Motion to accept the **Makerspace Policy** was made by Chad, seconded by Corina, and passed. Motion to accept the **Makerspace Waiver** was made by Debi, seconded by Jenna, and passed. Motion to accept **Social Media** was made by Corina, seconded by Debi, and passed. Motion to accept the **Employee Handbook** was made by Sheryl, seconded by Chad, and passed, with the intent of working on the benefit package and amending.

Summer Reading Program (SRP): Theme is ‘All Together Now’ - received \$2500 grant from Scheels.

Bits: Kan Jam and a paddle board have been added to the Library of Things. Peyton will not be returning this summer. Calendar is SO full...Staff is willing and eager to provide daily programming.

Meeting adjourned at 9 pm. Next meeting will be May 16, 2023.

March statistics:	Johnstown—door count: 6267	circulation: 9717
	Milliken—door count: 386	circulation: 417

Respectfully submitted, Sheryl Ballard, Secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - APR 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 64,196.89	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ 1,500.00	\$ 1,725.00	\$ 3,500.00		
	Interest	\$ 126.52	\$ 102,781.62	\$ 75,000.00		
	Misc Income	\$ 24.00	\$ 8,295.86	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 409,253.48	\$ 1,243,246.00		
	High Plains Library District	\$ 23,733.35	\$ 104,276.83	\$ 811,068.00		
INFLOWS TOTAL		\$ 129,170.30	\$ 626,332.79	\$ -		
TOTAL AVAILABLE FUNDS		\$ 193,367.19		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ 1,910.00	\$ 6,886.00	\$ 22,000.00		
	Books - 255	\$ 3,737.06	\$ 13,493.24	\$ 50,000.00	967	
	DVD/Audio - 14	\$ 463.11	\$ 1,924.00	\$ 15,000.00	75	
	Library of Things	\$ 241.68	\$ 590.63	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ 85.41	\$ 40,000.00		
	MakerSpace	\$ -	\$ 1,894.70	\$ 20,000.00		
	Gifts Given	\$ 47.20	\$ 549.62	\$ 2,500.00		
	<i>Investments</i>	\$ -	\$ 300,000.00	\$ 339,314.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 3,758.20	\$ 11,938.94	\$ 65,000.00		
	Memberships/Licenses	\$ -	\$ 83.88	\$ 2,500.00		
	Milliken Location	\$ 1,456.55	\$ 1,456.55	\$ 20,000.00		
	Outreach	\$ -	\$ 640.23	\$ 10,000.00		
	Professional Enrichment	\$ 236.00	\$ 257.36	\$ 5,000.00		
	Programming	\$ 2,364.03	\$ 9,084.41	\$ 190,000.00		
	MakerSpace	\$ -	\$ 2,369.40	\$ 10,000.00		
	Salaries/Compensation	\$ 104,741.92	\$ 106,089.50	\$ 605,000.00		
	Health Ins./Retirement	\$ 16,370.42	\$ 16,370.42	\$ 72,000.00		
	Subscriptions, Periodicals	\$ 61.07	\$ 161.06	\$ 5,000.00		
	Supplies, Janitorial	\$ -	\$ 341.04	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 585.61	\$ 1,932.99	\$ 12,000.00		
	Telephone	\$ 541.91	\$ 2,187.29	\$ 10,000.00		
	Utilities	\$ 3,310.36	\$ 17,570.43	\$ 40,000.00		
	Capital Improvement	\$ -	\$ -	\$ 600,000.00		
	Transfer to petty cash	\$ 2,500.00	\$ 2,500.00	\$ -		
OUTFLOWS TOTAL		\$ 142,325.12	\$ 498,407.10	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 51,042.07				

Item #11.

						Notes
BEGINNING PETTY CASH BALANCE	\$	435.01				Item #11.
Transfer from regular ckg.	\$	2,500.00				
ENDING PETTY CASH BALANCE	\$	2,935.01				
COLORADO TRUST INVESTMENT			Y-T-D			
BEGINNING BALANCE	\$	6,714,388.02				
Dividend -5.0273%	\$	27,796.95	\$	102,218.34		
Contribution	\$	-				
Withdrawal	\$	-				
ENDING BALANCE	\$	6,742,184.97				



Town of Johnstown

May 19, 2023

Mr. JD Padilla
6037 Johnstown, LLC
Via email: jd@postmoderndevelopment.com

From May 9, 2023 – May 13, 2023, the Town of Johnstown (“Town”) experienced a significant weather event consisting of both hail and consistent rainfall. During the event, the property owned by 6037 Johnstown, LLC, commonly known as the Purvis property, had significant erosion due to failure of the erosion sediment control methods on the property. The outcome resulted in substantial impacts to adjacent property owners. Given this situation, the Town is becoming increasingly concerned with the current condition of the property. The Town communicated with you on several occasions starting on April 30, 2023, related to our concerns.

The Town is aware that a Storm Water Management Permit (SWMP), COR 417546, was issued by the Colorado Department of Health and Environment. The permit requires stabilization of the property pursuant to *Section iii. Stabilization Requirements*. It is the Town’s strong opinion that you have not complied with the stabilization requirements. We are asking for your immediate attention to come into compliance to implement and establish temporary stabilization as per the permit. Continuing to allow dirt, silt and other material to leak off your site is not acceptable.

While I am aware that you have mentioned that a sale is imminent, based on internal information with our development review team, the civil design still has not been approved. This means that, regardless of whether a sale is made of the property, there are still elements related to engineering and infrastructure approvals that need to be approved by the Town prior to the construction and installation of any infrastructure. We believe that stabilization and security and being a good neighbor to adjacent property owners is paramount and necessary for positive community relations. While the Town wants you in the community, we also do not want adverse impacts to adjacent existing community members.

To reiterate, the Town is seeking stabilization in compliance with the SWMP COR417546 to begin immediately upon the Purvis property. As we look forward, when infrastructure does begin taking shape, we are also asking for the first phase of development, regardless of where it is, to include the installation of vegetation stabilization entries as applicable approved in the site development plan to be required on the attached map in the shaded area. If you have any questions, please contact me at your convenience and I look forward to seeing positive stabilization activity begin no later than May 25, 2023.

The Community That Cares

johnstown.colorado.gov

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

Thank you for your cooperation in this important community matter and your conscious efforts to be a cooperative and collaborative community partner.

Regards,


Matt LeCerf
Town Manager

Cc: Mayor and Johnstown Town Councilmembers
Avi Rocklin, Town Attorney
Doug Gossett, Town Engineer
Kim Meyer, Planning Director

Enclosures

The Community That Cares

<http://johnstown.colorado.gov>

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



**CERTIFICATION TO DISCHARGE
UNDER
CDPS GENERAL PERMIT COR400000
STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES**

Certification Number: **COR417546**

This Certification to Discharge specifically authorizes:

**Owner 6037 Johnstown LLC
Operator Crow Creek Construction LLC
to discharge stormwater from the facility identified as**

Purvis Farms

To the waters of the State of Colorado, including, but not limited to:

South Platte River

Facility Activity : Residential Development
Disturbed Acres: 110 acres
Facility Located at: North East Corner of Colorado Blvd and Highway 60 Johnstown CO 80534
Weld County
Latitude 40.339187 Longitude -104.939648

**Specific Information
(if applicable):**

Certification is issued and effective: 7/18/2022
Expiration date of general permit: 3/31/2024

This certification under the permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the permit.

This certification was approved by:
Meg Parish, Section Manager
Permits Section
Water Quality Control Division



firefighting activities or picked up from the site (i.e. in a gutter, sediment basin, etc.) after active emergency response is complete, the permittee must ensure the remaining water containing pollutants is properly removed and disposed of in order to minimize pollutants from discharging from the site, unless infeasible.

iii. Stabilization Requirements

The following requirements must be implemented for each site.

- (a) Temporary stabilization must be implemented for earth disturbing activities on any portion of the site where ground disturbing construction activity has permanently ceased, or temporarily ceased for more than 14 calendar days. Temporary stabilization methods may include, but are not limited to, tarps, soil tackifier, and hydroseed. The permittee may exceed the 14-day schedule when either the function of the specific area of the site requires it to remain disturbed or physical characteristics of the terrain and climate prevent stabilization. The SWMP must document the constraints necessitating the alternative schedule, provide the alternate stabilization schedule, and identify all locations where the alternative schedule is applicable on the site map. Minimum inspection frequency and scope, as directed in Part I.D., must be followed for temporarily stabilized areas.
- (b) Final stabilization must be implemented for all construction sites covered under this permit. Final stabilization is reached when (1), (2), and (3) below are complete:
 - (1) All construction activities are complete.
 - (2) Permanent stabilization methods are complete. Permanent stabilization methods include, but are not limited to, permanent pavement or concrete, hardscape, xeriscape, stabilized driving surfaces, vegetative cover, or equivalent permanent alternative stabilization methods. The division may approve alternative final stabilization criteria for specific operations. Vegetative cover must meet the following criteria:
 - a. Evenly distributed perennial vegetation, and
 - b. Coverage, at a minimum, equal to 70 percent of what would have been provided by native vegetation in a local, undisturbed area or adequate reference site, and
 - (3) The permittee must ensure all temporary control measures are removed from the construction site once final stabilization is achieved, except when the control measure specifications allow the control measure to be left in place (i.e. bio-degradable control measures).
- (c) Final stabilization must be designed and installed as a permanent feature. Final stabilization measures for obtaining a vegetative cover or alternative stabilization methods include, but are not limited to, the following as appropriate:
 - (1) Seed mix selection and application methods;
 - (2) Soil preparation and amendments;
 - (3) Soil stabilization methods to provide adequate protection to minimize erosion (e.g. crimped straw, hydro mulch or rolled erosion control products);
 - (4) Appropriate sediment control measures as needed until final stabilization is achieved;

(5) Permanent pavement, hardscape, xeriscape, stabilized driving surfaces;

(d) Other alternative stabilization practices as applicable.

b. Maintenance

The permittee must ensure that all control measures remain in effective operating condition and are protected from activities that would reduce their effectiveness. Control measures must be maintained in accordance with good engineering, hydrologic and pollution control practices. Observations leading to the required maintenance of control measures can be made during a site inspection, or during general observations of site conditions. The necessary repairs or modifications to a [control measure requiring routine maintenance](#), as defined in Part I.E., must be conducted to maintain an effective operating condition. This section is not subject to the requirements in [Part I.B.1.c](#) below.

c. Corrective Actions

The permittee must assess the adequacy of control measures at the site, and the need for changes to those control measures, to ensure continued effective performance.

When an [inadequate control measure](#), as defined in Part I.E., is identified (i.e., new or replacement control measures become necessary), the following corrective action requirements apply. The permittee is in noncompliance with the permit until the inadequate control measure is replaced or corrected and returned to effective operating condition in compliance with [Part I.B.1](#) and the general requirements in [Part I.B.3](#). If the inadequate control measure results in noncompliance that meets the conditions of Part II.L., the permittee must also meet the requirements of that section.

i. The permittee must take all necessary steps to minimize or prevent the discharge of pollutants from the permitted area and manage any stormwater run-on onto the site until a control measure is implemented and made operational and/or an inadequate control measure is replaced or corrected and returned to effective operating condition. If it is infeasible to install or repair the control measure immediately after discovering the deficiency, the following must be documented in the SWMP in [Part I.D.5.c](#) and kept on record in accordance with the recordkeeping requirements in Part II.

(a) Describe why it is infeasible to initiate the installation or repair immediately; and

(b) Provide a schedule for installing or repairing the control measure and returning it to an effective operating condition as soon as possible.

ii. If applicable, the permittee must remove and properly dispose of any unauthorized release or discharge within and from the permitted area (e.g., discharge of non-stormwater, untreated stormwater containing pollutants, spill, or leak not authorized by this permit.) The permittee must also clean up any contaminated surfaces, if feasible, to minimize discharges of the material in subsequent storm events, including water remaining from the response that contains pollutants after active emergency firefighting response is complete.

2. Discharges to an Impaired Waterbody

a. [Total Maximum Daily Load](#) (TMDL)

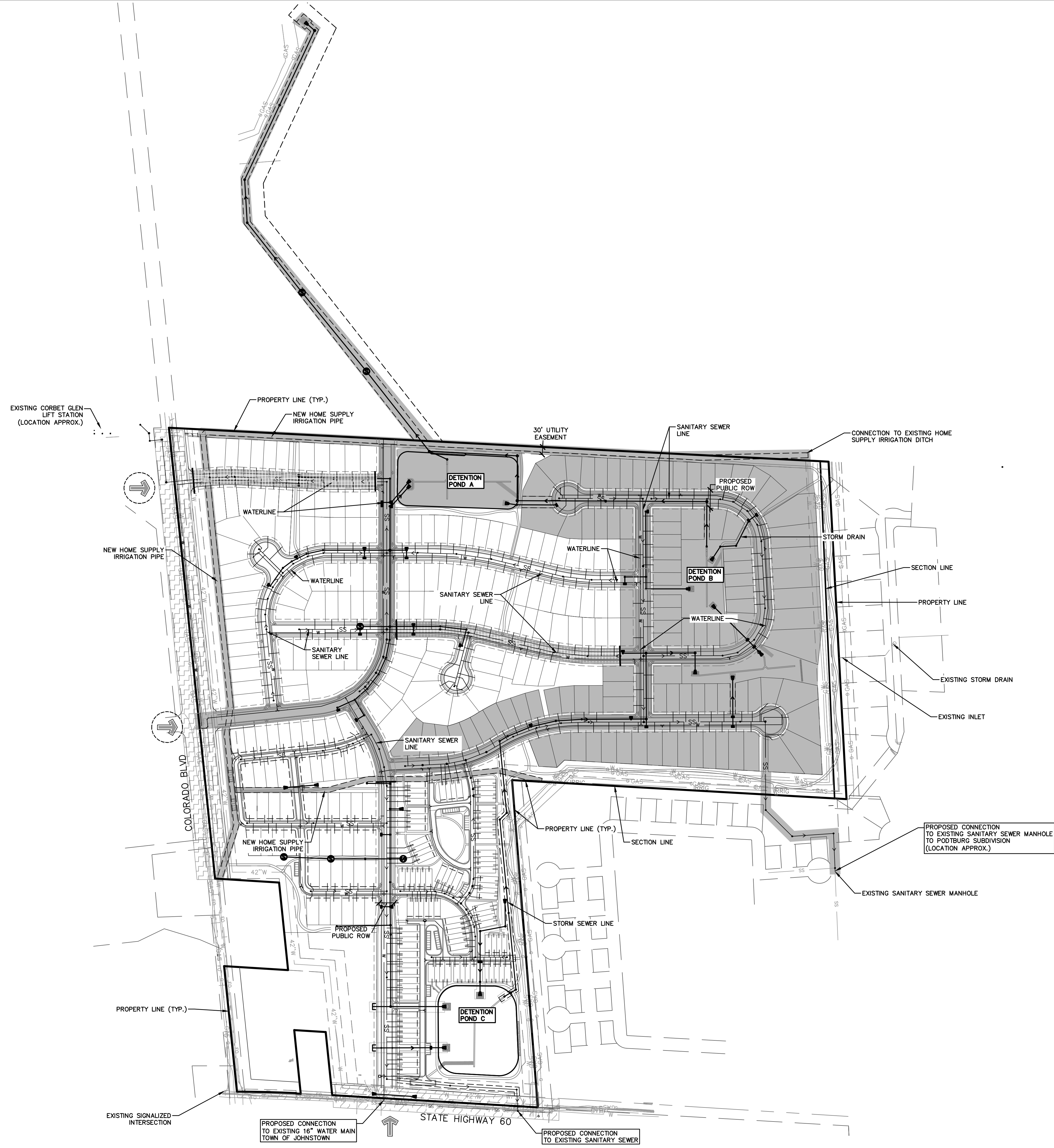
If the discharge from the site of permit coverage flows to or could reasonably be expected to flow to any water body for which a TMDL has been approved, and stormwater discharges associated with construction activity were assigned a pollutant-specific Wasteload Allocation (WLA) under the TMDL, the division may:

i. Ensure the WLA is implemented properly through alternative local requirements, such as by a

LEGEND

	EXISTING	PROPOSED
SANITARY SEWER	SS	SS
POTABLE WATER	W	W
THORNTON RAW WATER	42"W	
STORM DRAIN	SD	
PROPERTY BOUNDARY	---	---
PRIVATE DRIVE	---	---
RIGHT-OF-WAY	---	---
EASEMENT LINE	---	---
PLANNING AREA BOUNDARY	---	---

- INITIAL SITE WORK/GRADING**
ALL AREA WITHIN THE PROPERTY BOUNDARY WILL HAVE COMPLETED SITE GRADING TO CREATE COMPLETE GENERAL CLEARING, GRUBBING, AND GENERAL EARTHWORK FOR INITIAL SITE BALANCE FOR DIRT. THIS STEP WILL INCLUDE PERIMETER EROSION CONTROL FOR RUNOFF PROTECTION, DUST, AND DIRT TRACKING.
- PHASE I PUBLIC IMPROVEMENTS**
AREA WITHIN THIS HATCH WILL HAVE ALL IMPROVEMENTS (WATER, SANITARY SEWER, STORM DRAIN, HOME SUPPLY IRRIGATION DISTRICT PIPE, SIDEWALKS, CURB/GUTTER, AND PAVING COMPLETED. THIS PHASE INCLUDES THE COMPLETION OF DETENTION POND A & B ALONG WITH THE APPROPRIATE LANDSCAPE ARCHITECTURE FOR SITE STABILIZATION.
- PHASE I - TEMPORARY ALL WEATHER ACCESS**
TWO ALL WEATHER ACCESS ROADS ARE PROPOSED. THE FIRST WILL CONNECT COLORADO BLVD TO METEORITE TRAIL. ALL UTILITIES UNDER THE ALL WEATHER ACCESS ROAD WILL BE INSTALLED. THE WATER WILL BE CONNECTED INTO THE WATER MAIN IN COLORADO BLVD, AND THE SANITARY WILL BE STUBBED FOR FUTURE CONNECTION. THE SECOND WILL CONNECT METEORITE TRAIL TO MALLONEE LANE. ONLY WATER WILL BE INSTALLED UNDER THIS ROAD. SANITARY AND STORM WILL BE STUBBED FOR FUTURE CONNECTIONS. THE ACCESSES WILL BE GRADED TO MATCH THE FINAL STREET DESIGN PLAN AND PROFILES. THE ACCESS MUST BE 24-FT WIDE AND DESIGNED TO ACCOMMODATE THE FIRE DISTRICTS AND THE TOWN'S EMERGENCY VEHICLES. EMERGENCY BARRICADES & SIGNAGE WILL BE PLACED ON EACH SIDE, AS EACH TEMPORARY ALL WEATHER ACCESS ROAD WILL BE FOR EMERGENCY VEHICLE USE ONLY.
- PHASE II - PUBLIC IMPROVEMENTS**
AREA WITHIN THIS HATCH WILL HAVE ALL IMPROVEMENTS (WATER, SANITARY SEWER, STORM DRAIN, SIDEWALKS, CURB/GUTTER, AND PAVING COMPLETED. THE TWO ALL WEATHER ACCESS ROADS FROM PHASE I WILL BE TRANSITIONED TO A FULL BUILDOUT PAVED ROAD SECTION. ALL UTILITIES REMAINING IN VESTA DRIVE AND THORNTON LANE WILL BE INSTALLED TO FULL BUILDOUT CONDITIONS.
IT SHOULD BE NOTED THAT THE SANITARY SEWER CONNECTION AT COLORADO BOULEVARD MUST BE COORDINATED WITH THE TOWN AND THE TIMING OF THEIR CAPITAL IMPROVEMENT PROJECT.
- PHASE III PUBLIC IMPROVEMENTS**
AREA WITHIN THIS HATCH WILL HAVE ALL IMPROVEMENTS (WATER, SANITARY SEWER, SIDEWALKS, CURB/GUTTER, AND PAVING COMPLETED. THIS PHASE INCLUDES THE COMPLETION OF DETENTION POND C ALONG WITH THE APPROPRIATE LANDSCAPE ARCHITECTURE FOR SITE STABILIZATION.
- PHASE I/II - ACCESS POINTS**
THIS SYMBOL REPRESENTS THE ACCESS LOCATIONS CONSTRUCTED WITH PHASE I. THE ACCESS AREAS FROM COLORADO BOULEVARD WILL BE TEMPORARY ASPHALT FROM THE TYPICAL ROAD SECTION ON VESTA DRIVE & BALLENTINE BLVD TO THE EXISTING COLORADO BOULEVARD PAVEMENT. THIS WILL BE DONE SINCE THE COLORADO BOULEVARD PROJECT IS BEING DESIGNED AND CONSTRUCTED IN COORDINATION WITH ADDITIONAL WIDENING REQUESTED BY THE TOWN. THE IMPROVEMENT PLANS FOR COLORADO BOULEVARD ARE INCLUDED IN A SEPARATE PLAN SET. VESTA DRIVE WILL BE A TEMPORARY ALL WEATHER ACCESS ROAD FOR EMERGENCY VEHICLE USE ONLY IN PHASE I, AND TRANSITIONED TO A FULL BUILDOUT PAVED ROAD SECTION. ALL UTILITIES REMAINING IN VESTA DRIVE WILL BE INSTALLED TO FULL BUILDOUT CONDITIONS.
- PHASE III - ACCESS POINT**
THIS SYMBOL REPRESENTS THE ACCESS LOCATION CONSTRUCTED WITH PHASE II & 3. IN PHASE II, A TEMPORARY, ALL WEATHER ACCESS FOR A SECOND POINT OF ACCESS TO THE SOUTH OF THIS DEVELOPMENT (ELWELL ROAD) WILL BE CONSTRUCTED. IN PHASE III, THE FULL BUILDOUT OF THE ROADWAY SECTION AND ACCESS WILL BE CONSTRUCTED. THE ACCESS AT HIGHWAY 60 IS A RIGHT-IN/OUT AND INCLUDED IN THIS PLAN SET AS OPPOSITE HIGHWAY 60 IMPROVEMENTS. THIS WORK, SINCE WITHIN CDOT RIGHT-OF-WAY, MUST BE COORDINATED WITH CDOT.
- COLORADO BOULEVARD IMPROVEMENTS**
AREA WITHIN THIS HATCH INCLUDED ULTIMATE SIDEWALKS, CURB/GUTTER, STRIPING AND PAVING.
ALL PROPOSED ROADWAY AND UTILITY IMPROVEMENTS WITHIN COLORADO BOULEVARD RIGHT-OF-WAY WILL BE PROVIDED IN A SEPARATE PLAN SET AND SUBMITTAL TO THE TOWN OF JOHNSTOWN AS PART OF THE TOWN'S WCR 13 ROADWAY IMPROVEMENT PROJECT. THE SEPARATE WCR 13 PLANS WILL INCLUDE FINAL CONNECTIONS FROM PURVIS FARMS TO PROPOSED SANITARY AND WATER SYSTEMS WITHIN THE WCR 13 ROW THAT WILL BE DESIGNED AS PART OF THE TOWN'S WCR 13 IMPROVEMENTS.
THE PROPOSED ROADWAY DESIGN AND UTILITY CONNECTIONS WITHIN WCR 13 ROW THAT ARE SHOWN IN THIS PURVIS FARMS PLAN SET ARE INTENDED TO BE TAKEN AS CONCEPTUAL IN NATURE AND SHOULD NOT HOLD UP APPROVAL OF THE PURVIS FARMS PLANS AND PROJECT.
- HIGHWAY 60 IMPROVEMENTS**
AREA WITHIN THIS HATCH INCLUDED ULTIMATE SIDEWALKS (LOFT TRAIL), CURB/GUTTER, STRIPING AND PAVING. THIS WORK IS WITHIN THE CDOT RIGHT-OF-WAY AND MUST BE COORDINATED WITH CDOT AND THE TOWN
- EMERGENCY ACCESS WITH COLLAPSIBLE BOLLARDS PER JOHNSTOWN FIRE DEPARTMENT STANDARDS



FINAL

DRAWING HISTORY

DATE	DESCRIPTION
8/23/2021	1ST PUD - PDP SUBMITTAL
10/15/2021	2ND PUD - PDP SUBMITTAL
12/31/2021	3RD PUD - PDP SUBMITTAL
03/25/2022	4TH PUD - PDP SUBMITTAL
07/08/2022	6TH PUD - PDP SUBMITTAL
08-04-2022	FOR EARLY GRADING PERMIT
09/29/2022	7TH PUD - PDP SUBMITTAL
12/21/2022	8TH PUD - PDP SUBMITTAL

FILE:	20160_PHASEING_PLAN_PROD.DWG
PROJECT NO.:	20160
CAD:	
QUALITY ASSURANCE:	C/S

PURVIS FARMS PUD
CONSTRUCTION DRAWINGS

JOHNSTOWN, COLORADO

PHASING PLAN - PHASE I

