TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, May 15, 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

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.

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
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
7. April 2023 Financial Statements
8. May 2023 List of Bills

TOWN MANAGER REPORT

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)
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

NEW BUSINESS

11. Thompson River Ranch - Amenities Extension Request
12. Subdivision Development and Improvement Agreement for Mountain View West 3rd Replat, with Mountain View Developers, LLC
13. Water & Sewer Service Agreement - Mountain View West 3rd Replat, with Mountain View Developers, LLC
14. First Amendment to Non-Potable Irrigation System Intergovernmental Agreement

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

15. Informational Items

VACANT COUNCILMEMBER SEAT VOTE

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

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

Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, May 01, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Gary Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Mayor Lebsack
Councilmember Berg
Councilmember Dominguez
Councilmember Mellon
Councilmember Morris
Councilmember Young

Absent:
Councilmember Molinar

AGENDA APPROVAL

Councilmember Mellon moved to approve the agenda.

Councilmember Berg seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Proclamation - Foster Care Month

   Mayor Lebsack read the Foster Care Month Proclamation into the record.

2. Proclamation - Mental Health Month

   Councilmember read the Mental Health Month Proclamation into the record.

3. Proclamation - Public Service Recognition Week

   Councilmember Berg read the Public Service Week Proclamation into the record.

4. Business of the Month

   Sarah Crosthwaite, Economic Development Manager, presented Culver's Restaurant as Business of the Month.

5. 8th Judicial District Attorney Gordon McLaughlin presentation

   8th Judicial District Attorney Gordon McLaughlin presented to Council on the mission, vision and current topics of the 8th Judicial Court.

PUBLIC COMMENT

Jim Hatfield spoke to the Highway 60 presentation on the agenda.

Amber Lopez spoke to the Foster Care Proclamation.

A comment sent in from Shawn York regarding Purvis Farms Development was read into the record.

CONSENT AGENDA

6. April 17, 2023 Meeting Minutes
7. Ordinance 2023-244 (Second Reading) Annexing certain unincorporated lands known as the Archdiocese Annexation Nos. 1-3
8. Ordinance 2023-245 (Second Reading) Approving PUD-MU Zoning for the properties known as Archdiocese Annexation Nos. 1-3
9. Ordinance 2023-246 (Second Reading) Approving the Outline Development Plan for Dove Solar
10. Ordinance 2023-247 (Second Reading) Repealing Chapters 15, 16 & 17 of the Johnstown Municipal Code, and Readopting Chapter 17 to Adopt the Johnstown Land Use & Development Code

    Agenda Item #10 was pulled from the consent agenda for discussion.
11. Annexation Agreement for Archdiocese Annexation Nos. 1-3
12. Water & Sewer Service Agreement for GMX Building, with Johnstown 3425, LLC
13. April 2023 List of Bills

Councilmember Morris requested to remove agenda item 10 until the ability to address the ordinance further.

Councilmember Mellon moved to approve the consent agenda, removing item 10 and placing under New Business for discussion.

Councilmember Morris seconded and the motion passed.

TOWN MANAGER REPORT

14. Town Manager's Report

    Matt LeCerf, Town Manager, presented his report. Council inquired on Charlotte Street access with the Johnstown BBQ Days in June.

TOWN ATTORNEY REPORT

There was no Town Attorney Report.

NEW BUSINESS

15. Resolution 2023-21: Adopt Level 2 Drought Condition Water Conservation Measures

    Ellen Hilbig, Utilities Director, noted the treatment facility is getting close to capacity, similar to experiences last year. The implementation of Level 2 water restrictions is critical to mitigating the peak water demand impacts on operations at the water treatment plant in the summer months until the new water plant is constructed.

    Council inquired for clarification on use, and timing of this program- noting the desire to provide notice to residents.

    Councilmember Mellon moved to approve Resolution 2023-21 adopting Level 2 Drought Condition Water Conservation Measures effective June 1, 2023.

    Councilmember Morris seconded and the motion passed.

16. State Highway 60 & CR13/Colorado Boulevard Ultimate Intersection Design Preference

    Mr. LeCerf introduced John Olson, from JWO Engineering. Mr. Olson reviewed ultimate design options for this intersection, with several options for Council to consider, noting that an open house for the community would be held after Council provided direction.

    Council asked for clarification on median width, and easements.

    Council provided direction to proceed with the staff recommendation of the west shift of the alignment of the Hwy 60 and Colorado Blvd be selected.

10. Ordinance 2023-247 (Second Reading) Repealing Chapters 15, 16 & 17 of the Johnstown Municipal Code, and Readopting Chapter 17 to Adopt the Johnstown Land Use & Development Code

    This item was pulled from the consent agenda for discussion.

    Council inquired about public notice outside of the suggested 500 feet; view corridors and parking expectations.

    Kim Meyer, Planning and Building Director, noted amendments to the Land Use Code were expected. A work session on June 26, 2023 will be scheduled to discuss potential amendments regarding view corridors and parking.

    Councilmember Berg moved to Approve Ordinance 2023-247 Repealing Chapters 15, 16, and 17 of the Johnstown Municipal Code, and Readopting Chapter 17 of the Johnstown Municipal Code to adopt the Johnstown Land Use & Development Code by Reference with: Amendment #1 - a minimum of 800-foot notification for new developments for previous land owners

    Councilmember Morris seconded and the motion passed 5-1.

    No Vote: Dominguez

PUBLIC HEARING

17. Ordinance 2023-250, An Ordinance Granting to Comcast of Colorado IX, LLC, A Nonexclusive Franchise to Construct, Install and Operate a Cable System and Provide Cable Television Service Within the Town and, In Connection Therewith, to Make Reasonable Use of Town Streets and Other Public Places Within the Town.

    Mayor Lebsack opened the public hearing.

    Mitzi McCoy, Deputy Town Manager, presented this item, noting it varied slightly from other franchise agreements as it is a non-exclusive agreement.

    The applicant, representative from Comcast noted the desire to provide service to the community. It was noted that if the agreement is approved, Comcast plans are ready to begin service.

    Mayor Lebsack opened the public hearing for comment for residents wishing to speak in favor of the item.

    Jim Hatfield spoke neither for nor against, but asked if fiber would be brought to existing neighborhoods.

    The applicant noted it would be a vast majority, if not all, fiber.

    Mayor Lebsack opened the public hearing for comments opposed, to which there was none.

    Mayor Lebsack closed the public hearing.

    Councilmember Mellon moved to approve Ordinance No. 2023-250, an ordinance granting to Comcast of Colorado IX, LLC, a nonexclusive franchise to construct, install and operate a cable system and provide cable television service within the Town and, in connection therewith, to make reasonable use of town streets and other public places within the Town.

Councilmember Young seconded and the motion passed.

18. 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 Lebsack opened the public hearing.

    Mr. LeCerf noted this item would bring forward a water policy amendment to the Town Charter.

    Council noted the Town's water engineer's inquiry on what the yield is being based on, and noted the desire to postpone until all quesitons are answered.

    Mayor Lebsack opened the public hearing for comment for residents wishing to speak in favor of the item, to which there was none.

    Mayor Lebsack opened the public hearing for comments opposed, to which there was none.

    Mayor Lebsack closed the public hearing.

    Councilmember Mellon moved to table consideration of Ordinance No. 2023-251 until May 15, 2023.

    Councilmember Morris seconded and the motion passed.

19. Ordinance No. 2023-248 Repealing Articles I-VIII of Chapter 6 and Readopting Articles I-IV of Chapter 6 of the Johnstown Municipal Code

    Mayor Lebsack opened the public hearing.

    Hannah Hill, Town Clerk, reviewed the proposed changes to Chapter 6 of the Municipal Code.

    Mayor Lebsack opened the public hearing for comment for residents wishing to speak in favor of the item, to which there was none.

    Mayor Lebsack opened the public hearing for comments opposed, to which there was none.

    Mayor Lebsack closed the public hearing.

    Councilmember Mellon moved to approve Ordinance No. 2023-248 on first reading.

    Councilmember Berg seconded and the motion passed.

20. Public Hearing – Ordinance 2023-249 amending Article XII of Chapter 10 of the Johnstown Municipal Code, including Sec. 10-44(a)(4) - Harassment, Sec.10-62- Criminal Trespass, Article IX -Fireworks, and Article XII- Tobacco.

    Mayor Lebsack opened the public hearing.

    Commander Ryan Oglesby noted updates to the code and verbiage.

    Council asked for clarification if the Town’s firework’s policy was changing or simply consolidating the Code. Ms. Rocklin noted the policy and definition was not changing, rather moving to Chapter 10 from Chapter 6 for clarity.

    Mayor Lebsack opened the public hearing for comment for residents wishing to speak in favor of the item, to which there was none.

    Mayor Lebsack opened the public hearing for comments opposed, to which there was none.

    Mayor Lebsack closed the public hearing.

Councilmember Berg moved to approve Ordinance No. 2023-249, an Ordinance Amending Article XII of Chapter 10 of the Johnstown Municipal Code, including Sec. 10-44(a)(4) - Harassment, Sec.10-62- Criminal Trespass, Article IX -Fireworks, and Article XII- Tobacco upon first reading.

Councilmember Morris seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Dominguez noted awareness and federal holidays for the month of May.

Councilmember Morris extended well wishes to Mayor Lebsack.

Councilmember Young noted the Library landscaping items continue. The museum has been shut down due to the ability to get into the museum, but JHS is working with the Town to remedy the situation.

Councilmember Berg noted the Town clean up day.

MAYOR'S COMMENTS

Mayor Lebsack expressed his gratitude for being able to serve the Johnstown Community.

INFORMATIONAL ITEMS

21. Informational Items

SWEARING IN OF MAYOR TROY MELLON

Councilmember Mellon was sworn in as Mayor.

PRESENTATION OF PROCLAMATION

Mayor Mellon presented Gary Lebsack with a proclamation

22. Proclamation In Recognition of the Service of Mayor Gary Lebsack

APPOINTMENT OF MAYOR PRO TEM

Mayor Mellon asked if Council would appoint Damien Berg as Mayor Pro Tem.

Councilmember Morris nominated Councilmember Young.

Councilmember Young moved to appoint Damien Berg as Mayor Pro Tem.

Morris seconded, and the motion passed.

ADJOURN

Mayor Mellon adjourned the May 1, 2023 meeting.

_____

Troy D. Mellon, Mayor

_____

Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Ordinance No. 2023-248 Repealing Articles I-VIII of Chapter 6 and Readopting Articles I-IV of Chapter 6 of the Johnstown Municipal Code

ATTACHMENTS: 1. Ordinance No. 2023-248

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

The Council held a public hearing on May 1, 2023, and approved Ordinance No. 2023-248 on first reading. The ordinance will amend multiple sections of the Municipal Code Chapter 6. These amendments specifically repeal and replace certain sections to remove redundancy, be consistent with other municipal requirements, update and streamline processes. The existing chapters noted in this ordinance have not been significantly updated for several years. The proposed amended sections have been updated to be consistent with modern code which includes a purpose section, definitions, and an appeal process. Other substantiative changes include the following:

Article 1- Business Licenses:
Clarification has been provided for what entities are required to hold a business license, taking into consideration new legislation regarding physical presence in Town limits.

Article II and III (proposed to repeal)- Fireworks Permit and Fireworks Public Display Permit:
This has been removed from Chapter 6 and moved to Chapter 10 for consistency and clarification on who the authority is to enforce this Code. An Ordinance noting this proposed amendment is on the agenda for tonight's meeting.

Article IV (proposed to repeal) – Auctions and Auctioneers and Article V – Skating Rinks, Merry-Go-Round, Shows and Exhibitions, and Article VI- Coin-Operated Game Machines:

These have been repealed as licensing and enforcing is not sustainable for the number of businesses that can fall into this category. There are, as well, other regulations or inspections that now govern these the majority of these operations.

Article II – Peddlers and Solicitors:
References to Peddlers have been removed, as staff feels that falls under current Outdoor Vendor Code, with the purpose to provide notice to the Town of the persons conducting solicitation activities within the Town boundaries for the health, safety and welfare of the Town's citizens and residents. By issuance of a solicitor license, the Town does not intend to be, and shall not be, liable for actions or omissions of the solicitor.

Article III- Tree Contractor License:
A requirement has been added into the Code for licensees to hold a valid certification from the International Society of Arboriculture or an equivalent exam, such as a neighboring municipality that requires field testing. This is in an effort to issue licenses to legitimate contractors and protect the community from entities that may be looking to take advantage after a natural disaster.

Article IV - Short Term Rental Licenses:
This new section of Code is proposed in an effort to provide regulation and consistent standards as the popularity of Short-Term Rentals grows. Over the last year, staff has received numerous calls from STR owners looking to receive a permit, and other entities requesting a listing of STRs. Formalizing a licensing process will assist with these requests.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2023-248

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2023-248

AN ORDINANCE REPEALING ARTICLES I-VIII OF CHAPTER 6 OF THE JOHNSTOWN MUNICIPAL CODE AND READOPTING ARTICLES I-IV OF CHAPTER 6 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING RESPECTIVELY GENERAL BUSINESS LICENSING, SOLICITOR LICENSING, TREE CONTRACTOR LICENSING AND SHORT-TERM RENTAL LICENSING

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

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

WHEREAS, Chapter 6 of the Johnstown Municipal Code ("Code") regulates business licensing and regulations in the Town; and

WHEREAS, the Town Clerk recommends that Chapter 6 be revised and amended to: (i) reflect new policies and procedures regarding general business, solicitor and tree contractor licensing; (ii) omit fireworks, auction and auctioneer, skating rinks, merry-go-rounds, show and exhibitions and coin-operated game machine licensing; and (iii) add short-term rental licensing; and

WHEREAS, based on the recommendation of the Town Clerk, the Town Council desires to repeal Articles I-VIII of Chapter 6 of the Code and readopt Articles I-IV of Chapter 6 of the Code concerning respectively general business licensing, solicitor licensing, tree contractor licensing and short-term rental licensing; 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. Repeal of Articles I-VIII of Chapter 6. Articles I-VIII of Chapter 6 of the Johnstown Municipal Code are hereby repealed in their entirety.

Section 2. Readoption of Article I-IV of Chapter 6. Articles I-IV of Chapter 6 of the Johnstown Municipal Code are hereby readopted to read in full as follows:

Article I – Business Licenses Generally

Sec. 6-1. - Purpose; administration.

(a) The purpose of this Article is to require the registration of all businesses with a physical presence in the Town and to provide the Town with information concerning such businesses, including, but not limited to, the nature of the business operation, the number of employees and the place of business, in order to protect the health, safety and welfare of the Town's citizens and residents.

(b) The Town Clerk is hereby delegated the authority to administer the provisions of this Article and to implement rules and regulations governing business licensing that are not inconsistent with the provisions of this Article.

Sec. 6-2. - Definitions.

For the purposes of this Article, the following definitions shall apply:

Business means and includes all kinds of vocations, occupations, home occupations, professions, enterprises and establishments, any of which are conducted on premises in the Town and/or have a physical presence in the Town.

Owner means the person owning a business, or the operator, manager or lessee of a business.

Physical presence has the meaning ascribed by state law.

Premises means and includes the land and structures connected, used or occupied by a business in the Town.

Sec. 6-3. – License required; term.

(a) Unless exempted by the Town Clerk, the owner of each business within the Town shall obtain a business license. A separate business license shall be obtained for each premises, regardless of ownership, wherein business is carried on in the Town.

(b) It is unlawful for an owner to commence, carry on or establish any business within the Town without first obtaining a business license.

(c) Each business license issued during a calendar year shall remain in effect until the earlier of the following: (i) December 31 of such year, (ii) the business no longer operates within the Town boundaries or (iii) the ownership of the business changes. At the end of each calendar year, the business license may be renewed upon payment of the business license renewal fee and the receipt of additional information, if any, required by the Town Clerk.

Sec. 6-4. - Application for license.

(a) The owner of each business within the Town shall submit an application to the Town Clerk for a business license on a form supplied by the Town.

(b) If the Town Clerk determines that the issuance of the business license is consistent with this Article, the rules and regulations promulgated hereunder and the Code, the Town Clerk shall issue the business license. The owner shall thereafter post the business license in a prominent place at the premises.

(c) If the Town Clerk determines that the issuance of the business license would not be consistent with the requirements of this Article, the rules and regulations promulgated hereunder or the Code, the Town Clerk shall deny the issuance of the license and notify the applicant of such determination in writing with an explanation of the reasons for such denial.

(d) The Town Clerk may, for good cause, temporarily suspend, permanently revoke or decline to renew any business license.

Sec. 6-5. – License Fee.

Upon the submission of an application for a business license, the owner of each business within the Town shall pay a license fee for the business license in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

Sec. 6-6. Appeal.

(a) Any person aggrieved by the action of the Town Clerk as set forth in this Article may, within ten (10) days of receipt of written notice from the Town Clerk, file a written appeal to the Town Manager. The Town Manager shall thereafter promptly review the appeal and, after taking action that the Town Manger deems appropriate, provide written notification to the aggrieved person affirming the Town Clerk's decision, affirming the Town Clerk's decision with conditions, or reversing the Town Clerk's decision.

(b) Within ten (10) days of receipt of written notice from the Town Manager, the aggrieved person may appeal the Town Manager's decision to the Town Council by providing written notice to the Town Clerk. The Town Clerk shall thereafter, as soon as reasonably practicable, set a hearing before the Town Council. The Town Council's decision shall be final and conclusive.

(c) For purposes of this section, written notice shall be deemed received upon hand delivery, delivery by electronic mail upon confirmation of receipt of the electronic mail or three (3) days after placing the written notification in the U.S. Mail.

Sec. 6-7. Violation.

Any person who violates any provision of this Article or the rules and regulations promulgated hereunder may be punished in accordance with the provisions of Article IV of Article 1 of the Code.

Article II – Solicitor Licenses

Sec. 6-20. Purpose; administration.

(a) The purpose of this Article is to provide notice to the Town of the persons conducting solicitation activities within the Town boundaries for the health, safety and welfare of the Town's citizens and residents. By issuance of a solicitor license, the Town does not intend to be, and shall not be, liable for actions or omissions of the solicitor.

(b) The Town Clerk is hereby delegated the authority to administer the provisions of this Article and to implement rules and regulations governing solicitor licensing that are not inconsistent with the provisions of this Article.

Sec. 6-21. Definitions.

For purposes of this Article, the following definitions shall apply:

Solicitor means any person who solicits for the purchase or sale of goods or services of any nature whatsoever from any private residence.

Sec. 6-22. License required; term.

(a) Unless exempted by the Town Clerk, each person desiring to engage in the solicitor business in the Town shall obtain a solicitor license.

(b) It is unlawful for any person to engage in the business of solicitor within the Town without first obtaining a solicitor license.

(c) The term of the solicitor license shall be for one calendar year commencing upon the issuance of the license.

Sec. 6-23. Application for license.

(a) Applicants for a solicitor license shall file an application with the Town Clerk on a form supplied by the Town.

(b) If the Town Clerk determines that the issuance of the solicitor license is consistent with this Article, the rules and regulations promulgated hereunder and the Code, the Town Clerk shall issue the solicitor license.

(c) If the Town Clerk determines that the issuance of the solicitor license would not be consistent with the requirements of this Article, the rules and regulations promulgated hereunder or the Code, the Town Clerk shall deny the issuance of the license and notify the applicant of such determination in writing with an explanation of the reasons for such denial.

(d) The Town Clerk may, for good cause, temporarily suspend, permanently revoke or decline to renew any solicitor license.

Sec. 6-24. – License Fee.

Upon the submission of an application for a solicitor license, the applicant shall pay a license fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

Sec. 6-25. Appeal.

(a) Any person aggrieved by the action of the Town Clerk as set forth in this Article may, within ten (10) days of receipt of written notice from the Town Clerk, file a written appeal to the Town Manager. The Town Manager shall thereafter promptly review the appeal and, after taking action that the Town Manger deems appropriate, provide written notification to the aggrieved person affirming the Town Clerk's decision, affirming the Town Clerk's decision with conditions, or reversing the Town Clerk's decision.

(b) Within ten (10) days of receipt of written notice from the Town Manager, the aggrieved person may appeal the Town Manager's decision to the Town Council by providing written notice to the Town Clerk. The Town Clerk shall thereafter, as soon as reasonably practicable, set a hearing before the Town Council. The Town Council's decision shall be final and conclusive.

(c) For purposes of this section, written notice shall be deemed received upon hand delivery, delivery by electronic mail upon confirmation of receipt of the electronic mail or three (3) days after placing the written notification in the U.S. Mail.

Sec. 6-26. Solicitations prohibited by posting of sign.

It shall be unlawful for any person engaged as a solicitor in the Town to call on or attempt to contact any person, by knocking, ringing the doorbell or any other method, at a premises displaying a "No Solicitation" sign, a "No Trespassing" sign or any other sign or notice which conveys said message with reasonable clarity. This provision shall apply to all solicitations, including, without limitation, those conducted by organizations eligible for tax exemption under Section 501(c) of the Internal Revenue Code.

Sec. 6-27. Violation.

Any person who violates any provision of this Article or the rules and regulations promulgated hereunder may be punished in accordance with the provisions of Article IV of Article 1 of the Code.

Article III – Tree Contractor Licenses

Sec. 6-40. Purpose; administration.

(a) The purpose of this Article is to regulate and license tree maintenance activities in the Town for the health, safety and welfare of the Town's citizens and residents.

(b) The Town Clerk is hereby delegated the authority to administer the provisions of this Article and to implement rules and regulations governing tree contractor licensing that are not inconsistent with the provisions of this Article.

Sec. 6-41. Definitions.

For purposes of this Article, the following definitions shall apply:

Tree maintenance consists of tree pruning, tree removal and all other tree care activities. *Tree maintenance* does not include activities involving tree installations, tree stump grinding or pesticide applications if the business is licensed by the Colorado Department of Agriculture.

Sec. 6-42. License required; term.

(a) Unless exempted by the Town Clerk, each person desiring to engage in the tree maintenance business in the Town shall obtain a tree maintenance license.

(b) It is unlawful for any person to engage in the business of tree maintenance within the Town without first obtaining a tree maintenance license.

(c) The term of the tree maintenance license shall be for one calendar year commencing upon the issuance of the license.

Sec. 6-43. Application for license.

(a) Applicants for a tree contractor license shall file an application with the Town Clerk on a form supplied by the Town.

(b) Applicants shall be certified by the International Society of Arboriculture arborists or have equivalent certifications, shall maintain such certification during the term of the tree contractor license and shall provide a copy of such certification to the Town Clerk.

(c) If the Town Clerk determines that the issuance of the tree contractor license is consistent with this Article, the rules and regulations promulgated hereunder and the Code, the Town Clerk shall issue the tree contractor license.

(d) If the Town Clerk determines that the issuance of the tree contractor license would not be consistent with the requirements of this Article, the rules and regulations promulgated hereunder or the Code, the Town Clerk shall deny the issuance of the license and notify the applicant of such determination in writing with an explanation of the reasons for such denial.

(e) The Town Clerk may, for good cause, temporarily suspend, permanently revoke or decline to renew any tree contractor license.

Sec. 6-44. – License Fee.

Upon the submission of an application for a tree contractor license, the applicant shall pay a license fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

Sec. 6-45. Appeal.

(a) Any person aggrieved by the action of the Town Clerk as set forth in this Article may, within ten (10) days of receipt of written notice from the Town Clerk, file a written appeal to the Town Manager. The Town Manager shall thereafter promptly review the appeal and, after taking action that the Town Manger deems appropriate, provide written notification to the aggrieved person affirming the Town Clerk's decision, affirming the Town Clerk's decision with conditions, or reversing the Town Clerk's decision.

(b) Within ten (10) days of receipt of written notice from the Town Manager, the aggrieved person may appeal the Town Manager's decision to the Town Council by providing written notice to the Town Clerk. The Town Clerk shall thereafter, as soon as reasonably practicable, set a hearing before the Town Council. The Town Council's decision shall be final and conclusive.

(c) For purposes of this section, written notice shall be deemed received upon hand delivery, delivery by electronic mail upon confirmation of receipt of the electronic mail or three (3) days after placing the written notification in the U.S. Mail.

Sec. 6-46. Violation.

Any person who violates any provision of this Article or the rules and regulations promulgated hereunder may be punished in accordance with the provisions of Article IV of Article 1 of the Code.

Article IV – Short Term Rental Licenses

Sec. 6-60. Purpose; administration.

(a) The purpose of this Article is to regulate and license short term rental activities in the Town for the health, safety and welfare of the Town's citizens and residents.

(b) The Town Clerk is hereby delegated the authority to administer the provisions of this Article and to implement rules and regulations governing short term contractor licensing that are not inconsistent with the provisions of this Article.

Sec. 6-61. Definitions.

For purposes of this Article, the following definitions shall apply:

Short-term rental means any rental of a residential dwelling or portion thereof for less than thirty (30) days for residential purposes.

Sec. 6-62. License required; term.

(a)Unless exempted by the Town Clerk, each person desiring to engage in the short-term rental business in the Town shall obtain a short-term rental license.

(b) It is unlawful for any person to engage in the business of short-term rental within the Town without first obtaining a short-term rental license.

(c)The term of the short-term rental license shall be for one calendar year commencing upon the issuance of the license.

Sec. 6-63. Application for license.

(a) Applicants for a short-term rental license shall file an application with the Town Clerk on a form supplied by the Town.

(b) If the Town Clerk determines that the issuance of the short-term rental license is consistent with this Article, the rules and regulations promulgated hereunder and the Code, the Town Clerk shall issue the short-term rental license. The license must be posted in a conspicuous location within the short-term rental property.

(c) If the Town Clerk determines that the issuance of the short-term rental license would not be consistent with the requirements of this Article, the rules and regulations promulgated hereunder or the Code, the Town Clerk shall deny the issuance of the license and notify the applicant of such determination in writing with an explanation of the reasons for such denial.

(d) The Town Clerk may, for good cause, temporarily suspend, permanently revoke or decline to renew any short-term rental license.

Sec. 6-64. – License Fee.

Upon the submission of an application for a short-term rental license, the applicant shall pay a license fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

Sec. 6-65. Appeal.

(a) Any person aggrieved by the action of the Town Clerk as set forth in this Article may, within ten (10) days of receipt of written notice from the Town Clerk, file a written appeal to the Town Manager. The Town Manager shall thereafter promptly review the appeal and, after taking action that the Town Manger deems appropriate, provide written notification to the aggrieved person affirming the Town Clerk's decision, affirming the Town Clerk's decision with conditions, or reversing the Town Clerk's decision.

(b) Within ten (10) days of receipt of written notice from the Town Manager, the aggrieved person may appeal the Town Manager's decision to the Town Council by providing written notice to the Town Clerk. The Town Clerk shall thereafter, as soon as reasonably practicable, set a hearing before the Town Council. The Town Council's decision shall be final and conclusive.

(c) For purposes of this section, written notice shall be deemed received upon hand delivery, delivery by electronic mail upon confirmation of receipt of the electronic mail or three (3) days after placing the written notification in the U.S. Mail.

Sec. 6-66. Violation.

Any person who violates any provision of this Article or the rules and regulations promulgated hereunder may be punished in accordance with the provisions of Article IV of Article 1 of the Code.

Section 3. 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 4. 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 5. 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 1 day of May, 2023.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By: Hannah Hill
Hannah Hill, Town Clerk

By: Gary Lebsack
Gary Lebsack, Mayor

THE TOWN OF JOHNSTOWN SEAL JOHNSTOWN, COLO.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____ ____, 2023.

By:

By:_____

Hannah Hill, Town Clerk

Troy D. Mellon, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Second Reading- Ordinance 2023-249 Amending Regulations Contained in Chapter 10 Of the Johnstown Municipal Code, Including Subsection 10-44(A)(4) Of Article III Concerning Harassment, Section 10-62 Of Article IV Concerning Criminal Trespass, Article IX Concerning Fireworks and Article XII Concerning Tobacco

ATTACHMENTS: 1. Ordinance 2023-249

PRESENTED BY: Brian Phillips, Chief of Police

AGENDA ITEM DESCRIPTION:

Council approved Ordinance 2023-249 at the Town Council Meeting on May 1, 2023, on first reading.

Due to a recent Colorado Supreme Court ruling, specifically, People v. Moreno, 506 P.3d 849 (2022), the Court held that, with respect to the state harassment statute, Section 18-9-111(1)(e), C.R.S., the phrase "intended to harass" when communicating by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium is facially overbroad and restricts protected free speech and is thus unconstitutional. Currently, Section 10-44(a)(4) of the Johnstown Municipal Code ("Code") contains a similar provision so to comply with the Supreme Court's ruling, Town staff recommends amending Section 10-44(a)(4) of the Code to omit the unconstitutional phrase.

Articles II and III of Chapter 6 and Article IX of Chapter 10 of the Code regulate fireworks in the Town; Town staff recommends that the Town Council consolidate and revise the fireworks regulations to, among other changes, clarify that the possession, display, sale, use, ignition and discharge of fireworks in the Town except by authorized personnel is prohibited.

Article XII of Chapter 10 of the Code regulates the possession, use and sale of tobacco products and provides, in part, that persons may not sell or distribute tobacco products to persons under eighteen (18) years of age. The Colorado General Assembly, by C.R.S. § 18-13-121, raised the minimum age for the sale or distribution of tobacco products from eighteen (18) years of age to twenty-one (21) years of age; and Town staff recommends that the Town Council make a related

change to Article XII of Chapter 10 of the Code and make other miscellaneous revisions to conform to state law.

Article IV of Chapter 10 of the Code regulates offenses against property and Section 10-62 therein prohibits criminal trespass; and Town staff recommends that the Town Council expand the definition of criminal trespass.

The Town's criminal trespass ordinance reads as follows: "It shall be unlawful for any person to commit the offense of criminal trespass, as provided in this Section. For purposes of this Section, a person commits the crime of criminal trespass if he or she unlawfully enters or remains in or upon premises, whether enclosed in a manner designed to exclude intruders or fenced or not." Section 10-62. In the context of a privately owned business, it is arguably "unlawful" to remain upon private property when you have been issued a written trespass notice.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2023-249 upon second reading.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2023-249

AN ORDINANCE AMENDING REGULATIONS CONTAINED IN CHAPTER 10 OF THE JOHNSTOWN MUNICIPAL CODE, INCLUDING SUBSECTION 10-44(a)(4) OF ARTICLE III CONCERNING HARASSMENT, SECTION 10-62 OF ARTICLE IV CONCERNING CRIMINAL TRESPASS, ARTICLE IX CONCERNING FIREWORKS AND ARTICLE XII CONCERNING TOBACCO

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.

HARASSMENT

WHEREAS, Article III of Chapter 10 of the Code regulates offenses against the person and Section 10-44 therein prohibits harassment; and

WHEREAS, in *People v. Moreno*, 506 P.3d 849 (2022), the Colorado Supreme Court held that, with respect to the state harassment statute, Section 18-9-111(1)(e), C.R.S., the phrase "intended to harass" when communicating by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium is facially overbroad and restricts protected free speech and is thus unconstitutional; and

WHEREAS, Section 10-44(a)(4) of the Johnstown Municipal Code ("Code") contains a similar provision; and

WHEREAS, to comply with the Supreme Court's ruling, Town staff recommends amending Section 10-44(a)(4) of the Code to omit the unconstitutional phrase.

CRIMINAL TRESPASS

WHEREAS, Article IV of Chapter 10 of the Code regulates offenses against property and Section 10-62 therein prohibits criminal trespass; and

WHEREAS, Town staff recommends that the Town Council expand the definition of criminal trespass.

FIREWORKS

WHEREAS, Articles II and III of Chapter 6 and Article IX of Chapter 10 of the Code regulate fireworks in the Town; and

WHEREAS, Town staff recommends that the Town Council consolidate and revise the fireworks regulations to, among other changes, clarify that the possession, display, sale, use, ignition and discharge of fireworks in the Town except by authorized personnel is prohibited.

TOBACCO

WHEREAS, Article XII of Chapter 10 of the Code regulates the possession, use and sale of tobacco products and provides, in part, that persons may not sell or distribute tobacco products to persons under eighteen (18) years of age; and

WHEREAS, the Colorado General Assembly, by C.R.S. § 18-13-121, raised the minimum age for the sale or distribution of tobacco products from eighteen (18) years of age to twenty-one (21) years of age; and

WHEREAS, Town staff recommends that the Town Council make a related change to Article XII of Chapter 10 of the Code and make other miscellaneous revisions to conform to state law.

SUMMARY

WHEREAS, to effectuate the foregoing, the Town Council desires to amend Section 10-44(a)(4) of Article III of the Code concerning harassment, Section 10-62 of Article IV of the Code concerning criminal trespass, Article IX of Chapter 10 of the Code concerning fireworks and Article XII of Chapter 10 of the Code concerning tobacco; 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. Subsection 10-44(a)(4) of Article III of the Johnstown Municipal Code shall be amended in full to read as follows:

Sec. 10-44. Harassment.

(a) A person commits harassment if, with intent to harass, annoy or alarm another person, he or she:

. . .

(4) Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium in a manner intended to threaten bodily injury or property damage, or

makes any comment, request, suggestion, or proposal by telephone, computer, computer network, computer system, or other interactive electronic medium that is obscene;

. . . .

Section 2. Subsection 10-62 of Article IV of the Johnstown Municipal Code shall be amended in full to read as follows:

Sec. 10-62. Criminal Trespass.

It shall be unlawful for any person to commit the crime of criminal trespass. A person commits the crime of criminal trespass if he or she:

(a) Enters or remains in or upon the property of another, including public property, in violation of a notice lawfully posted or exhibited on the property, absent authorization to do so;

(b) Enters or remains in or upon the property of another, including public property, in violation of any notice, warning or protest given by the owner, the Johnstown Police Department or any other authorized person;

(c) Enters or remains in or upon property of another, including public property, which is enclosed in a manner designed to exclude intruders or is fenced; or

d) Enters or remains in or upon the property of another, including public property, to which access is commonly and customarily restricted and the person entering or remaining knows or should know that he or she was not licensed, invited or privileged to do so.

Section 3. Article IX of Chapter 10 of the Johnstown Municipal Code is hereby repealed in its entirety and readopted to read as follows in its entirety:

Article IX – Fireworks

Sec. 10-81 – Definitions

For the purposes of this Article, the following definitions shall apply:

Fireworks

(i) includes any article, device or substance prepared for the primary purpose of producing a visual or auditory sensation by combustion, explosion, deflagration or detonation, including, without limitation, the following articles and devices commonly known and used as fireworks: blank cartridges, toy pistols, toy cannons, toy canes, toy guns, in which explosives are used; fire balloons (balloons of the type which have a burning material of any kind attached thereto or which require fire underneath to propel them); firecrackers, torpedoes, skyrockets, rockets, roman candles, day-glow bombs, torches or other fireworks of like construction and any fireworks containing any explosive or flammable compound, any tablets or other device containing any explosive substance; and

(ii) does not include toy pistols, toy cannons or toy guns in which paper caps containing not more than twenty-five one-hundredths (.25) of a grain of explosive compound per cap are used whether such caps are of single roll or tape type, sparklers, trick matches, cigarette loads,

trick noise makers, toy smoke devices, novelty auto alarms, highway flares, railway fuses, smoke candles or other emergency signal devices.

Authorized personnel includes any person who holds a permit, license or other lawful authorization issued by the Town, the Front Range Fire Rescue Fire Protection District or the Loveland Fire Rescue Authority or any other authorized governmental entity to possess, display, sell, use, ignite or discharge fireworks in the Town.

Sec. 10-82 – Prohibited use.

(a) No person, other than authorized personnel, shall possess, display, sell, use, ignite or discharge any fireworks in the Town.

(b) No person, other than authorized personnel, shall permit the possession, display, sale, use, ignition or discharge of any fireworks on such person's property. A person's property includes property that is owned, leased or rented by such person or property that such person has a lawful right to occupy.

Sec. 10-83 - Evidence.

(a) The court shall not preclude evidence regarding violations of this Article based solely on the fact that the firework was destroyed by its use, ignition or discharge.

(b) To the extent this Article conflicts with the provisions of the International Fire Code, as adopted by the Town, this Article shall control.

Section 4. Article XII of Chapter 10 of the Johnstown Municipal Code is hereby repealed in its entirety and readopted to read as follows in its entirety:

ARTICLE XII Possession, Use and Sale of Tobacco Products

Sec. 10-231. Intent.

It is the intent of this Article to protect the public health, safety and welfare by prohibiting the possession and use of tobacco products by persons under eighteen (18) years of age and prohibiting the dissemination and furnishing of tobacco products to persons under twenty-one (21) years of age.

Sec. 10-232. Definitions; presumption.

(a) As used in this Article, the following words or phrases are defined as follows:

Retailer means any person who sells tobacco products to individuals for personal consumption.

Tobacco product means: (1) a product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual; or (2) any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including but not limited to a nicotine vaporizer, an electronic cigarette, cigar, cigarillo or pipe.

(b) It shall be rebuttably presumed that the substance within a package or container is a tobacco product if the package or container has affixed to it a label which identifies the package or container as containing a tobacco product.

Sec. 10-233. Unlawful possession or use of tobacco products by minors.

(a) It shall be unlawful for any person under eighteen (18) years of age to possess, consume or use, either by smoking, ingesting, absorbing or chewing, any tobacco product.

(b) It shall be unlawful for any person under eighteen (18) years of age to obtain or attempt to obtain any tobacco product by misrepresentation of age or by any other method.

Sec. 10-234. Unlawful furnishing of tobacco products; retail sales.

(a) It shall be unlawful for any person to sell, distribute or otherwise furnish a tobacco product to a person under twenty-one (21) years of age.

(b) Each retailer shall verify by means of photographic identification containing the bearer's date of birth that a person purchasing a tobacco product is twenty-one (21) years of age or older. It shall be an affirmative defense to a prosecution under this Section that the person furnishing the tobacco product was presented with and reasonably relied upon photographic identification containing the bearer's date of birth which identified the person receiving the tobacco product as being twenty-one (21) years of age or older.

(c). It shall be unlawful for any business proprietor, manager or other person in charge or control of a retail business of any kind to engage, employ or permit any person under eighteen (18) years of age to sell tobacco products from such retail business.

(d) It shall be unlawful for a retailer to sell or offer to sell tobacco products by use of a vending machine or other coin operated machine.

Section 5. 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 6. 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 7. 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 1 day of May, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah N Hill
Hannah Hill, Town Clerk

THE TOWN OF JOHNSTOWN SEAL JOHNSTOWN, COLO.

By: Gary Lebsack
Gary Lebsack, 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:_____ By:_____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Ordinance 2023-250, an Ordinance Granting to Comcast of Colorado IX, LLC, a Nonexclusive Franchise to Construct, Install and Operate a Cable System and Provide Cable Television Service Within the Town and, In Connection Therewith, To Make Reasonable Use of Town Streets and Other Public Places Within the Town.

ATTACHMENTS:
1. Ordinance 2023-250
2. Cable Franchise Agreement

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

Council held a public hearing on May 1, 2023, and approved Ordinance 2023-250 on first reading. The ordinance will approve an agreement between the Town of Johnstown and Comcast of Colorado IX, LLC. This agreement will allow Comcast to provide cable services to the residents and businesses in the Town of Johnstown. This agreement is a "competitive" cable franchise as the Town of Johnstown already has a cable franchise agreement with another cable provider. As such, this agreement is somewhat different in that it does not include specific build out provisions, but instead includes requires biannual meetings to discuss anticipated construction and timelines. This agreement is intended to be a 10-year agreement that begins on June 1, 2023, however, if deployment plans change and build out ceases, the agreement term can be shortened to 3 years, allowing the agreement to be renegotiated. This franchise agreement includes a 5% franchise fee.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2023-250.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-250

AN ORDINANCE GRANTING TO COMCAST OF COLORADO IX, LLC A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL AND OPERATE A CABLE SYSTEM AND PROVIDE CABLE TELEVISION SERVICE WITHIN THE TOWN AND, IN CONNECTION THEREWITH, TO MAKE REASONABLE USE OF TOWN STREETS AND OTHER PUBLIC PLACES WITHIN THE TOWN

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, Comcast of Colorado IX, LLC, a Delaware limited liability company ("Comcast"), desires to operate a cable system and provide cable television services to its customers, and, in furtherance thereof, has requested that the Town enter into a non-exclusive franchise for a period of ten (10) years, commencing on June 1, 2023, and terminating on May 31, 2033; and

WHEREAS, having afforded the public notice and opportunity for comment, the Town Council desires to enter into a franchise with Comcast for the construction and operation of a cable system upon the terms and conditions set forth in the negotiated agreement between the Town and Comcast; 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 peace, health, safety and welfare and that this Ordinance is in the best interests of the citizens of the Town.

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

Section 1. The Cable Franchise Agreement between the Town of Johnstown and Comcast of Colorado IX, LLC, attached hereto and incorporated herein by reference as Exhibit A ("Franchise Agreement"), is hereby approved.

Section 2. Pursuant to the Franchise Agreement, the term of Comcast's franchise shall be for ten (10) years, from June 1, 2023 to and including May 31, 2033, unless otherwise extended or terminated as provided therein, and the franchise fee shall be five percent (5%) of gross revenues.

Section 3. 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 4. 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 1 day of May, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Troy Mellon, Mayor

COMCAST OF COLORADO IX, LLC, AND
THE TOWN OF JOHNSTOWN, COLORADO

CABLE FRANCHISE AGREEMENT

TABLE OF CONTENTS

SECTION 1. DEFINITIONS AND EXHIBITS 1
(A) DEFINITIONS 1
(B) EXHIBITS 6

SECTION 2. GRANT OF FRANCHISE 7
2.1 Grant 7
2.2 Use of Rights-of-Way 8
2.3 Effective Date and Term of Franchise 8
2.4 Franchise Nonexclusive 9
2.5 Police Powers 9
2.6 Competitive Equity 9
2.7 Familiarity with Franchise 11
2.8 Effect of Acceptance 11

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS 11
3.1 Franchise Fee 11
3.2 Payments 11
3.3 Acceptance of Payment and Recomputation 11
3.4 Quarterly Franchise Fee Reports 11
3.5 Annual Franchise Fee Reports 12
3.6 Audits 12
3.7 Late Payments 12
3.8 Underpayments 12
3.9 Alternative Compensation 13
3.10 Maximum Legal Compensation 13
3.11 Additional Commitments Not Franchise Fee Payments 13
3.12 Tax Liability 13
3.13 Financial Records 14
3.14 Payment on Termination 14

SECTION 4. ADMINISTRATION AND REGULATION 14
4.1 Authority 14
4.2 Rates and Charges 14
4.3 Rate Discrimination 14
4.4 Filing of Rates and Charges 15
4.5 Cross Subsidization 15
4.6 Reserved Authority 15

4.7 Franchise Amendment Procedure 15
4.8 Performance Evaluations 16
4.9 Late Fees 16
4.10 Force Majeure 17

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS 17
5.1 Indemnification 17
5.2. Insurance 18
5.3 Deductibles / Certificate of Insurance 19
5.4 Letter of Credit 20

SECTION 6. CUSTOMER SERVICE 21
6.1 Customer Service Standards 21
6.2 Subscriber Privacy 21
6.3 Subscriber Contracts 21
6.4 Advance Notice to Grantor 21
6.5 Identification of Local Franchise Authority on Subscriber Bills 22

SECTION 7. REPORTS AND RECORDS 22
7.1 Open Records 22
7.2 Confidentiality 22
7.3 Records Required 23
7.4 Annual Reports 23
7.5 Copies of Federal and State Reports 24
7.6 Complaint File and Reports 24
7.7 Failure to Report 25
7.8 False Statements 25

SECTION 8. PROGRAMMING 25
8.1 Broad Programming Categories 25
8.2 Deletion or Reduction of Broad Programming Categories 25
8.3 Obscenity 26
8.4 Parental Control Device 26
8.5 Continuity of Service Mandatory 26
8.6 Services for the Disabled 27

SECTION 9. ACCESS 27
9.1 Designated Access Providers 27
9.2 Support for Access Programming Costs 27
9.3 Access Support Not Franchise Fees 27

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION 28
10.1 Right to Construct 28
10.2 Right-of-Way Meetings 28
10.3 Joint Trenching/Boring Meetings 28

10.4 General Standard....28
10.5 Permit Required for Construction....28
10.6 Emergency Permits....28
10.7 Compliance with Applicable Codes....29
10.8 GIS Mapping....29
10.9 Minimal Interference....29
10.10 Prevent Injury/Safety....30
10.11 Hazardous Substances....30
10.12 Locates....30
10.13 Notice to Private Property Owners....31
10.14 Underground Construction and Use of Poles....31
10.15 Undergrounding of Multiple Dwelling Unit Drops....31
10.16 Burial Standards....32
10.17 Cable Drop Bonding....32
10.18 Prewiring....32
10.19 Repair and Restoration of Property....32
10.20 Acquisition of Facilities....33
10.21 Discontinuing Use/Abandonment of Cable System Facilities....33
10.22 Movement of Cable System Facilities for Grantor Purposes....34
10.23 Movement of Cable System Facilities for Other Franchise Holders....34
10.24 Temporary Changes for Other Permittees....34
10.25 Reservation of Grantor Use of Right-of-Way....35
10.26 Tree Trimming....35
10.27 Inspection of Construction and Facilities....35
10.28 Stop Work....35
10.29 Work of Contractors and Subcontractors....36

SECTION 11. CABLE SYSTEM CONFIGURATION, TECHNICAL STANDARDS AND TESTING....36
11.1 Subscriber Network....36
11.2 Technology Assessment....37
11.3 Standby Power....37
11.4 Emergency Alert Capability....37
11.5 Technical Performance....37
11.6 Cable System Performance Testing....38
11.7 Additional Tests....38

SECTION 12. SERVICE AVAILABILITY AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS....39
12.1 Deployment Plans....39
12.2 Service Availability in General....39
12.3 Service to Multiple Dwelling Units....39
12.4 Customer Charges for Extensions of Service....40

SECTION 13. FRANCHISE VIOLATIONS 40
13.1 Procedure for Remedying Franchise Violations 40
13.2 Procedures in the Event of Termination or Revocation 40
13.3 Receivership and Foreclosure 41
13.4 No Monetary Recourse Against the Grantor 42
13.5 Alternative Remedies 42
13.6 Effective of Abandonment 42
13.7 What Constitutes Abandonment 42

SECTION 14. FRANCHISE RENEWAL AND TRANSFER 43
14.1 Renewal 43
14.2 Transfer of Ownership or Control 43

SECTION 15. SEVERABILITY 45

SECTION 16. MISCELLANEOUS PROVISIONS 45
16.1 Preferential or Discriminatory Practices Prohibited 45
16.2 Notices 45
16.3 Descriptive Headings 46
16.4 Publication Costs to be Borne by Grantee 46
16.5 Binding Effect 46
16.6 No Joint Venture 46
16.7 Waiver 46
16.8 Reasonableness of Consent or Approval 46
16.9 Entire Agreement 47
16.10 Jurisdiction 47

EXHIBIT A: Customer Service Standards
EXHIBIT B: Report Form

COMCAST OF COLORADO IX, LLC AND TOWN OF JOHNSTOWN, COLORADO

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access Programming" means the creation and distribution of video programming and other services and signals where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.3 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 "Applicable Law" means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.8 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide

geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.9 "Cable Act" means Title VI of the Communications Act of 1934, as amended.

1.10 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 "Cable System" means any facility, including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.14 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.15 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.16 "Designated Access Provider" means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.17 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not

include Premium Services.

1.18 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 "FCC" means the Federal Communications Commission.

1.21 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.22 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.23 "Franchise Area" means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.24 "Franchise Fee" means that fee payable to the Grantor described in subsection 3.1 (A).

1.25 "Grantee" means Comcast of Colorado IX, LLC or its lawful successor, transferee or assignee.

1.26 "Grantor" or "Town" or "Town of Johnstown" is the Town of Johnstown, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.27 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;

- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;

- revenues from program guides;

- Franchise Fees;

- FCC Regulatory Fees; and,

- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Town.

(A) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;

- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;

- launch fees and marketing co-op fees; and,

- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town. The Grantor reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.29 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the Grantor within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.28 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.30 "Manager" means the Town Manager of the Grantor or designee.

1.31 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.32 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.33 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.34 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.35 "State" means the State of Colorado.

1.36 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.37 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.38 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.39 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.40 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.41 "Town Council" means the Town Council, or its successor, the governing body of the Town of Johnstown, Colorado.

1.42 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.43 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally

incorporated and made a part of this Franchise by this reference:

1) ***Exhibit A,*** entitled Customer Service Standards.

2) ***Exhibit B,*** entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3. Nothing in this Franchise shall be deemed to waive the right of the Grantee to offer such other services as may be permitted by Applicable Law.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the Grantor, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the Grantor, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the Grantor's ordinances and laws;

(2) Any permit, agreement, or authorization required by the Grantor for Right-

of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Grantor's Rights-of-Way in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, the Grantor is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Grantor established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on June 1, 2023 (the "Effective Date"), and shall terminate on May 31, 2033 unless terminated

sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Town. If the Grantor grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Grantor agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempt from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise

obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Grantor and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Grantor grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Grantor shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Grantor, then:

(1) Grantee may negotiate with the Grantor to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set

forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an

accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including the Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.27, as part of the Franchise Fee audit/review the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Grantor related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars ($5,000) for each year of the audit period. The Grantor's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the Grantor.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated

from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the Grantor of such amendment, so long as all cable operators in the Grantor are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Grantor, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without

additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Town Council for its

approval. If so approved by the Town Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Performance Evaluations

(A) The Grantor may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Grantor.

(B) Special evaluation sessions may be held at any time by the Grantor during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the Grantor. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Grantor, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Grantor or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Grantor and shall provide such information and documents as the Grantor may reasonably require to perform the evaluation.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.10 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Grantor. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Grantor to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Grantor with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Grantor, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Grantor arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Grantor.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Grantor Attorney or his/her assistants or any employees of the Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Grantor by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than two million dollars ($2,000,000.00) per occurrence and four million dollars ($4,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the

Grantor, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the Grantor, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of two million dollars ($2,000,000.00) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the Grantor, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Grantor.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Grantor certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and Grantor, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Grantor.

5.4 Letter of Credit

(A) If there is a claim by the Grantor of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty-five thousand dollars ($25,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained twenty-five thousand dollars ($25,000) until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Grantor as set forth in Subsections 5.4 (A) and (B) above, if the Grantor is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims reference in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Grantor.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Grantor for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Grantor sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the Grantor to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Grantor, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

(E) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Town Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the Grantor, as the same may be amended from time to time by the Town Council in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Grantor

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Grantor in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, including the Grantor's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Grantor upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Grantor believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Grantor shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Grantor for all

reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Grantor upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Grantor's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Grantor to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the Grantor copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Grantor during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the Grantor a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A log of all service interruptions;

(3) A summary of customer complaints referred by the Grantor to Grantee; and,

(4) Such other information as reasonably requested by the Grantor.

The parties agree that the Grantor's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Grantor to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Grantor may reasonably request (not including clerical errors or errors made in good faith), may, at the Grantor's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Grantor under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

(A) Educational programming;

(B) Colorado news, weather & information;

(C) Sports;

(D) General entertainment (including movies);

(E) Children/family-oriented;

(F) Arts, culture and performing arts;

(G) Foreign language;

(H) Science/documentary;

(I) National news, weather and information; and,

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed

the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Grantor, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the Grantor may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Grantor or a permanent Cable Operator is selected. If the Grantor is required to fulfill this obligation for Grantee, Grantee shall reimburse the Grantor for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The Grantor shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").

(B) Grantee shall cooperate with Grantor in Grantor's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Support for Access Programming Costs

In recognition of the Grantor's demonstration of its community needs and interests related to the startup of an online Access Programming operation, Grantee agrees to provide an Access Programming capital equipment grant of twenty thousand ($20,000) dollars ("Grant") to the Grantor. The first ten thousand ($10,000) dollars of the Grant shall be delivered within one hundred twenty (120) days of written request made after the Effective Date. The second ten thousand ($10,000) dollars of the Grant shall be delivered within one hundred twenty (120) days of written request made after the third anniversary of the Effective Date and such request must be made prior to the seventh anniversary of the Effective Date. Grantee shall be entitled to recover the Grant in any manner consistent with Applicable Law.

9.3 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to Grantor. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional Grant shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the Grantor, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the Grantor, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Town.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the Grantor of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) Grantor Construction Codes. Grantee shall comply with all applicable Grantor construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the International Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed and constructed in accordance with the International Building Code, as adopted by AHJ, and TIA-222. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with all applicable NFPA Standards, including but not limited to the National Electric Code (NFPA 70), and applicable I-Codes as published by the International Code Council and locally adopted.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. Further, all clearances from mains must be maintained according to any adopted design standards. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Grantor may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Grantor against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any Grantor bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the Grantor or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Grantor authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Grantor.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

> Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.
>
> Feeder lines shall be buried at a minimum depth of eighteen (18) inches.
>
> Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.
>
> Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in

writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of

the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For Grantor Purposes

The Grantor shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Grantor shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the Grantor which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Grantor shall provide at least sixty (60) days' written notice to Grantee. Following notice by the Grantor, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Grantor. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the Grantor.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Grantor franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice,

Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Grantor regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. The Grantor shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

(1) Be in writing;

(2) Be given to the Person doing the work, or posted on the work site;

(3) Be sent to Grantee by overnight delivery at the address given herein;

(4) Indicate the nature of the alleged violation or unsafe condition; and

(5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Grantor's permitting process.

(D) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or

equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The Grantor may notify Grantee on or after five (5) years after the Effective Date, that the Grantor will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not be limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Grantor to provide necessary non-confidential and proprietary information upon the Grantor's reasonable request as part of the technology assessment.

(C) At the discretion of the Grantor, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Grantor pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable

federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Grantor for a period of at least one (1) year, and individual Subscriber complaints from the Grantor for a period of at least three (3) years, and make such information available to the Grantor upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

(E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

12.1 Deployment Plans

Grantee has shared with the Grantor its Cable System deployment plans which include the projected dates when deployment of the Cable System will be completed and activated in various parts of the Town, which have been found to be acceptable to the Grantor. Grantee commits to using commercially reasonable efforts to construct its Cable System within the Grantor in accordance with those plans and will meet with the Grantor, at a minimum biannually, to update the Grantor on the current status of construction and anticipated timeline to completion. Nothing in this Franchise, however, requires Grantee to build-out and serve all areas of the Grantor if, in Grantee's good faith estimation, build-out and service activation cannot be completed in a commercially reasonable fashion. Notwithstanding anything to the contrary in Section 2.3, should Grantee cease building out to all areas of the Grantor as provided in this Section 12.1, Grantor at its discretion, may notify Grantee in writing that the term of this Agreement shall expire in three (3) years from the date of such notice, in order that the parties may commence negotiations of appropriate build out obligations to be contained in a franchise renewal agreement.

12.2 Service Availability In General

Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee intends to provide such service:

(A) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(B) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Town;

(C) At non-discriminatory monthly rates for Residential Subscribers.

12.3 Service to Multiple Dwelling Units

Consistent with this Section 12, once the Cable System construction is complete in a given area within the Town and Cable Service is available, the Grantee intends to offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the Town and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is

conditioned upon the Grantee having legal access to said unit. The Grantor acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

12.4 Customer Charges for Extensions of Service

Once the Cable System construction is complete in a given area within the Town and Cable Service is available, Grantee intends to extend its Cable System to all persons living in areas with a residential density of twenty (25) residences per mile of Cable System plant. If the residential density is less than twenty (25) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days' prior written notice, either Grantor or Grantee may call an informal meeting to discuss the alleged default.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default, each party reserves its rights to pursue any legal or equitable remedy available under this Agreement or Applicable Law.

13.2 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes

available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures and equipment, Grantee shall refill, at is own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.3 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and

every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.4 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under federal, State or local law.

13.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses and damages incurred.

13.7 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Grantor authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Town Council, acting by ordinance/resolution.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall

make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Grantor and the Grantee may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer

upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

COMCAST OF COLORADO IX, LLC

8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Grantor's address shall be:

Town of Johnstown, Colorado
P.O. Box 609
450 S. Parish Avenue
Johnstown, CO 80534
Attn: Town Manager

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public

and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Weld or Larimer County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Johnstown, Colorado this 1 day of May, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

THE TOWN OF JOHNSTOWN SEAL JOHNSTOWN, COLO.

Town Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

Town Attorney

Town Manager

Accepted and approved this 5th day of May, 2023.

ATTEST:

COMCAST OF COLORADO IX, LLC

Name/Title: Steven Holmes / VP

EXHIBIT A:
CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supercede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the Town of Johnstown.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the Town.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable

Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Johnstown, Colorado.

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the Town, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message

must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer,

during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

a. Products and services offered by the Cable Operator, including its channel lineup;

b. The Cable Operator's complete range of service options and the prices for these services;

c. The Cable Operator's billing, collection and disconnection policies;

d. Privacy rights of customers;

e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

f. Use and availability of parental control/lock out device;

g. Special services for customers with disabilities;

h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service

or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice

provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the Town designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of

viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services."

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications: (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website "preference center" features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer's monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website "preference center" features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator's website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator's bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator's bill to the Customer, and on the Cable Operator's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars ($50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit

in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars ($100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars ($1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
TOWN OF JOHNSTOWN, COLORADO

Type of Complaint	Number of Calls
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	**0**

Compliments	

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Resolution 2023–22, Amending the Fiscal Year 2022 Budget

ATTACHMENTS: 1. Resolution 2023-22

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Resolution 2023-22, which will modify the 2022 budget recognizing the increase in revenues and expenses in the Tax Allocation Fund, and ensure that the Town is in compliance with C.R.S. 29-1-110.

The proposed change includes the following:

Tax Allocation Fund
The Tax Allocation Fund was established to track revenues and rebates of sales taxes associated with specific development areas, where, pursuant to the terms of written agreements between the Town and developers, the Town has agreed to reimburse the developers for the cost of public improvements. Due to the increase in the sales tax collected in the agreement areas, the refund exceeded the budgeted amount by $114,000. The attached resolution increases both the budgeted revenues and expenditures by $114,000 in the Tax Allocation Fund.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

The recommended amendments will increase the accuracy of the financial information and ensure compliance with state law.

RECOMMENDED ACTION: Approve Resolution 2023-22 as presented.

Reviewed and Approved for Presentation,

Town Manager

RESOLUTION 2023-22

A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO, AMENDING REVENUES AND EXPENDITURES FOR THE FISCAL YEAR 2022 BUDGET

WHEREAS, on December 13, 2021, the Town Council adopted, by Resolution No. 2021-46, the Fiscal Year 2022 Budget ("2022 Budget"); and

WHEREAS, revenues and expenditures have been evaluated and are being adjusted for the 2022 operating budget to increase clarity of information and improve the quality of usefulness of such information in the decision-making process; and

WHEREAS, the Town Council agrees to modify revenues and agrees to modify appropriated expenditures for the 2022 Budget, ensuring the budget will be in balance and that authorized budgeted revenues and expenditures are amended, as required by law.

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

Revenues

Section 1. Tax Allocation Fund:
Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2022 Tax Allocation Fund revenues are hereby increased from $645,050 to $758,068 to reflect an increase in revenues collected from sales tax in 2022.

Expenditures

Section 2. Tax Allocation Fund:
Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2022 Tax Allocation Fund expenditure appropriations are hereby increased from $645,050 to $758,068 to reflect an increase in expenditures in the Tax Allocations.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

ADOPTED THIS 15th DAY OF MAY, 2023.

TOWN OF JOHNSTOWN

BY:_____
Troy D. Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Amended and Restated Water & Sewer Service Agreement – Purvis Farm, 6037 Johnstown, LLC

ACTION PROPOSED: Approval of the Water & Sewer Service Agreement – Purvis Farm, 6037 Johnstown, LLC.

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

ITEM DESCRIPTION:

The Developer, 6037 Johnstown, LLC., received approval of a final subdivision plat for the Purvis Farm Subdivision, with 382 residential units consisting of a combination 232 single-family detached units and a mix of 150 duplex and townhome units, on June 1, 2022. At that time a Water and Sewer Service Agreement was executed, but is now void under its own terms. In the intervening time, Town Staff has been working with the Developer to complete and document all raw water requirements for this development and update the agreement to accurately reflect the final dedications.

The annual in-building water demand is estimated at 120.1 acre-feet, with annual permanent irrigation demand at 66.3 acre-feet. These numbers were provided by the Developer and reviewed and accepted by the Town's contract water engineering firm. These numbers have not changed since the original approval.

The Developer has now provided share certificates of Home Supply water to the Town to satisfy this demand, with no remaining water credit.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	120.1	6.0
Landscape Irrigation	66.3	56.4
Total	**186.4**	**62.4**

Within 10 days of approval, payment of all water court transfer fees is required.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Purvis Farm, with 6037 Johnstown, LLC.

Reviewed and Approved for Presentation,

Town Manager

AMENDED AND RESTATED
WATER AND SEWER SERVICE AGREEMENT
(PURVIS FARM SUBDISIVION)

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ___ day of _____ 2023, by and between **6037 JOHNSTOWN, LLC**, a Colorado limited liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, Developer owns an interest in land located in in the South Half of Section 6, Township 4 North, Range 67 West, 6th PM., Weld County, Colorado, described more particularly on Exhibit "A" ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by Developer as Purvis Farm, containing 232 single family detached lots with 10.8 acres of residential irrigated landscape, 150 single family attached units with 6.6 acres of residential irrigated landscape, and common use landscape with 8.8 spray-irrigated acres and 0.5 drip irrigated acres ("Project"); and

WHEREAS, Developer and the Town previously entered into a Water and Sewer Service Agreement dated June 6, 2022, which is now void under its own terms; and

WHEREAS, Developer and the Town desire to execute this Amended and Restated Water and Sewer Service Agreement to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project. Said analysis was received by the Town, is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated March 28, 2022, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	120.1	6.0
Residential Landscape Irrigation	66.3	56.4
Total	**186.4**	**62.4**

2. Water Rights Dedication and Dry-Up Covenants. Developer has dedicated the equivalent of twenty-two (22) shares of the Consolidated Home Supply Ditch & Reservoir Company ("Home Supply") to the Town, represented by:

a. Certificate No. 7161 (11 shares, 88 acre-feet); and

b. Certificate No. 7160 (3 shares, 24 acre-feet); and

c. Certificate No. 7159 (8 shares, 51.2 acre-feet); and

d. Five and Two Hundredths (5.02) acre-feet assigned from RV Boatel, LLC ("RV Boatel") to Post Modern Development, LLC ("Post Modern"), pursuant to an Assignment and Allocation of Raw Water Credit executed by and among the Town, RV Boatel and Post Modern; and

e. Eighteen and eighteen hundredths (18.18) acre-feet assigned from Southridge Holdco, LLC, and CaliberCos, Inc., pursuant to an Agreement and Assignment of Raw Water Credit dated February 28, 2023.

The Developer has provided and executed and dry-up covenants to the Town, in a form acceptable to the Town, with respect to the water associated with Certificate No. 7161 and Certificate 7160. The total raw water credit dedicated to the Town by Developer is 186.4 acre-feet, which satisfies the estimated demand.

3. Water Rights Credit. The dedication of the 186.4 acre-feet described in Paragraph 2, above, will result in satisfaction of required water dedication with no remaining credit to the Developer.

4. Commitment to serve. Subject to Developer's performance of all the covenants contained herein, and payment of all required fees, the Town commits to provide to the Project up to 120.1 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service and 66.3 acre-feet for irrigation as described above.

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

6. Payment of Water Court Transfer fees. Based on the dedication of 186.4 acre-feet (373 SFE) of raw water, as stated above, the Water Court Transfer fee is One Hundred Ten Thousand, Three Hundred and Thirty-Four dollars ($110,334.00). Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

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

TO DEVELOPER:

JD Padilla
144 N. Mason, Ste 4
Fort Collins, CO 80524
Email:
jd@postmoderndevelopment.com

TO THE TOWN:

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

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720
Denver, CO 80264
Email:peterampe@hillandrobbins.com

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

8. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after ninety (90) days, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

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

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

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

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

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

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

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

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

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

6037 JOHNSTOWN, LLC

By: _____

JD Padilla, Managing Member

MILA VEZMAR
Notary Public-State of Florida
Commission # HH 311504
My Commission Expires
September 13, 2026

STATE OF COLORADO Collier, Florida
) ss
COUNTY OF Collier)

SUBSCRIBED AND SWORN to before me this 17 day of April, 2023 by Mila Vezmar as the Managing Member of 6037 Johnstown, LLC a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public
539 5th Ave S Naples FL 34102
Address
239-649-4441
Telephone

My Commission Expires: Sept 13, 2026

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situate in the South Half of Section Six (6), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) being more particularly described as follows:

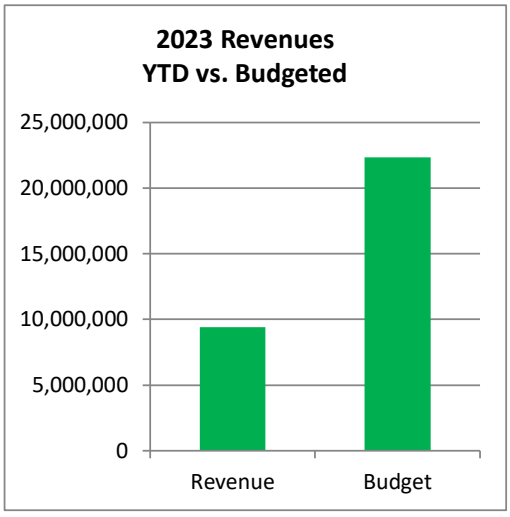
ALL OF THE N 1/2 OF THE SW 1/4 AND ALL OF THE SW 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
EXCEPT THAT PART OF THE SW 1/4 OF THE SW 1/4 DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 6, 519 FEET NORTH OF THE SW CORNER THEREOF; THENCE EAST 252 FEET;
THENCE NORTH 346 FEET;
THENCE WEST 252 FEET;
THENCE SOUTH 346 FEET TO THE PLACE OF BEGINNING, AND AS CONVEYED BY DEED RECORDED MARCH 12, 1907 IN BOOK 273 AT PAGE 300, WELD COUNTY RECORDS:
AND FURTHER EXCEPTING CONVEYANCES TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS RECORDED MAY 10, 1957 IN BOOK 1477 AT PAGE 299, 301 AND 303, WELD COUNTY RECORDS; AND TO PERMANENT EASEMENTS FOR IRRIGATION DITCH AS CONVEYED TO DEPARTMENT OF HIGHWAYS, STATE OF COLORADO BY INSTRUMENTS RECORDED MAY 10, 1957 IN BOOK 1477 AT PAGE 307, 308 AND 309, WELD COUNTY RECORDS; AND FURTHER EXCEPTING THAT PART OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 6 CONVEYED BY DEED RECORDED FEBRUARY 23, 1951 IN BOOK 1295 AT PAGE 477, WELD COUNTY RECORDS
AND
THAT PORTION OF THE SE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS: CONSIDERING THE SOUTH LINE OF SAID SE 1/4 OF SECTION 6 AS BEARING N 81° 06' 55" W WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:
COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SAID SECTION 6;
THENCE N 03° 23' 56" E ALONG THE WEST LINE OF THE SE 1/4 OF SAID SECTION 6, A DISTANCE OF 1326.67 FEET TO THE NW CORNER OF ROLLING HILLS RANCH PHASE-1 SAID POINT BEING THE POINT OF BEGINNING:
THENCE S 80° 54' 20" E, ALONG THE NORTH LINE OF SAID PHASE-1 A DISTANCE OF 47.06 FEET;
THENCE N 02° 47' 49" E, A DISTANCE OF 1328.21 FEET TO A POINT ON THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 6;
THENCE N 81° 12' 35" W, A DISTANCE OF 33.02 FEET TO THE NW CORNER OF SAID SE 1/4;
THENCE S 03° 23' 56" W, ALONG THE WEST LINE OF SAID SE 1/4, A DISTANCE OF 1326.57 FEET TO THE POINT OF BEGINNING.

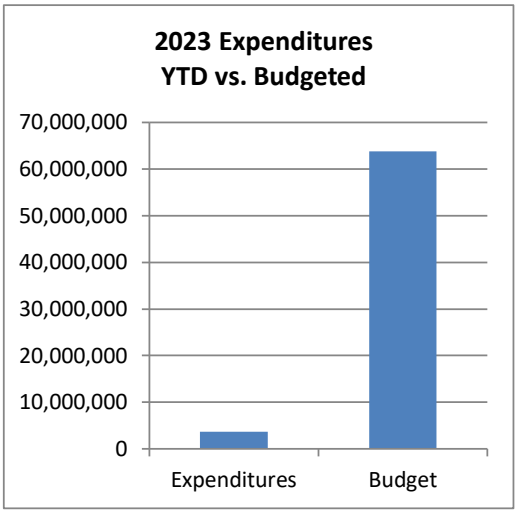
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund
Period Ending April 30, 2023
Unaudited

General Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	87,924,330	87,924,330	
Revenues:			
Taxes & Fees	6,719,186	19,417,534	34.6%
Licenses & Permits	1,608,810	1,963,700	81.9%
Fines & Forfeitures	80,918	175,500	46.1%
Intergovernmental	25,794	25,000	103.2%
Earnings on Investment	621,371	15,000	4142.5%
Miscellaneous Revenue	354,165	757,500	46.8%
Transfers In	-	-	
Total Operating Revenues	9,410,245	22,354,234	42.1%
Expenditures:			
Legislative	273,306	831,440	32.9%
Town Manager	340,779	1,442,430	23.6%
Town Clerk	141,179	441,910	31.9%
Finance	129,908	450,870	28.8%
Planning	114,460	566,310	20.2%
Reimbursements	158,289	700,000	22.6%
Building Inspections	108,961	413,820	26.3%
Police	1,630,355	6,006,610	27.1%
Public Works	270,444	761,350	35.5%
Buildings	108,845	288,100	37.8%
Transfers Out	415,146	51,945,508	0.8%
Total Expenditures	3,691,672	63,848,348	5.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**5,718,573**	**(41,494,114)**	
Prior Period Adjustment			
Ending Fund Balance*	**93,642,903**	**46,430,216**	

** - Unaudited*

33% of the fiscal year has elapsed



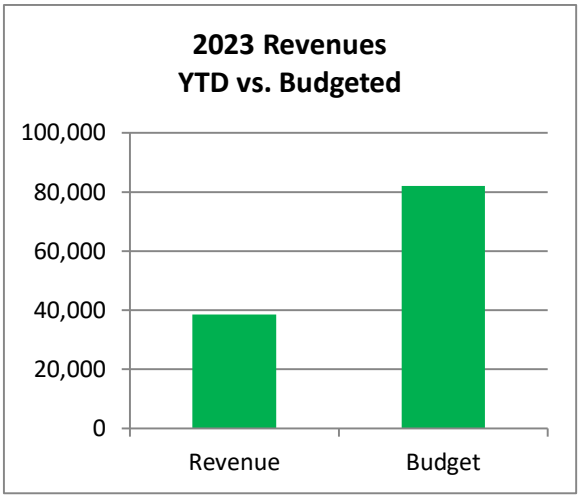


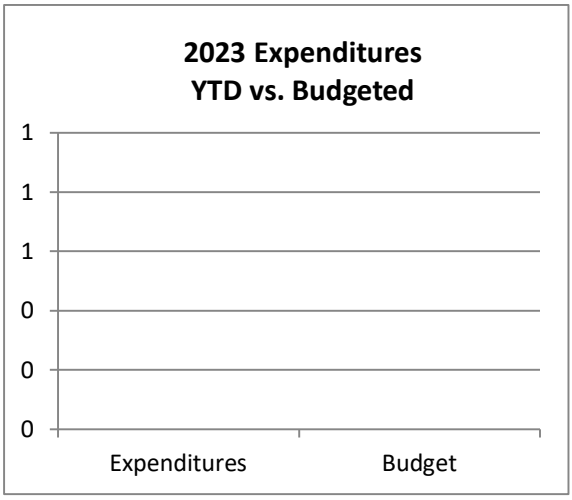
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending April 30, 2023
Unaudited

Conservation Trust Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	132,112	132,112	
Revenues:			
Intergovernmental	37,214	82,000	45.4%
Earnings on Investment	1,380	50	2760.6%
Total Operating Revenues	38,595	82,050	47.0%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**38,595**	**82,050**	
Ending Fund Balance*	**170,707**	**214,162**	

** - Unaudited*

33% of the fiscal year has elapsed



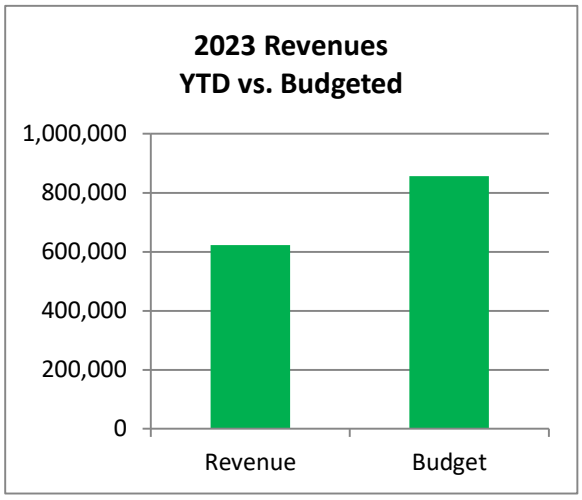


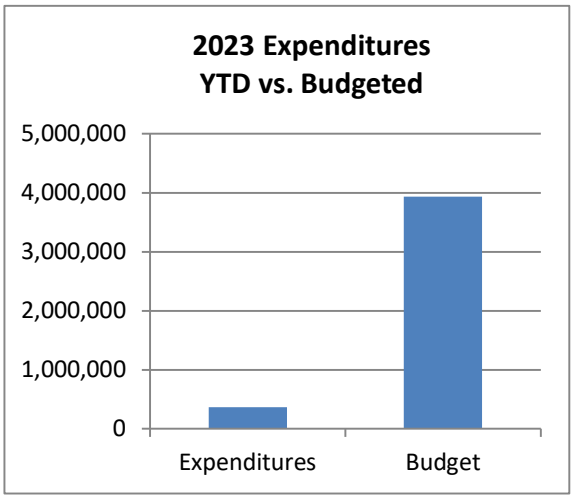
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund
Period Ending April 30, 2023
Unaudited

Parks and Open Space Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	6,865,289	6,865,289	
Revenues:			
Taxes & Fees	538,494	786,030	68.5%
Miscellaneous Revenue	39,155	17,000	230.3%
Transfers In	0	50,000	0.0%
Total Operating Revenues	623,007	855,530	72.8%
Expenditures:			
Operations	204,360	2,905,000	7.0%
Capital Outlay	161,997	1,024,940	15.8%
Transfers Out	-	-	
Total Expenditures	366,357	3,929,940	9.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**256,649**	**(3,074,410)**	
Ending Fund Balance*	**7,121,938**	**3,790,879**	

** - Unaudited*

33% of the fiscal year has elapsed



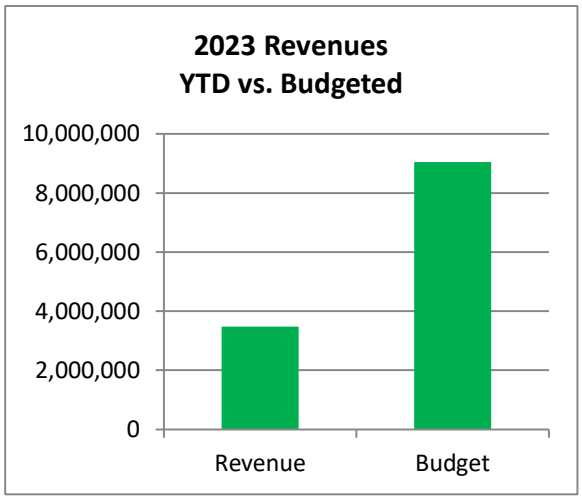


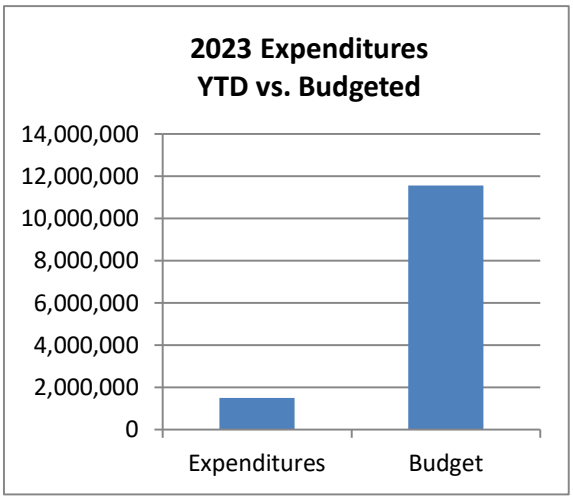
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending April 30, 2023
Unaudited

Street and Alley Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	17,606,494	17,606,494	
Revenues:			
Taxes & Fees	1,361,886	4,171,405	32.6%
Intergovernmental	120,811	1,290,000	9.4%
Charges for Services	328,476	945,000	34.8%
Capital Investment Fees	1,567,705	1,174,000	133.5%
Earnings on Investment	111,062	10,200	1088.8%
Miscellaneous Revenues	-	-	0.0%
Total Operating Revenues	3,489,939	9,040,605	38.6%
Expenditures:			
Operations & Maintenance	760,326	3,698,790	20.6%
Capital	741,928	7,848,000	9.5%
Total Expenditures	1,502,254	11,546,790	13.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,987,685**	**(2,506,185)**	
Ending Fund Balance*	**19,594,179**	**15,100,309**	

** - Unaudited*

33% of the fiscal year has elapsed



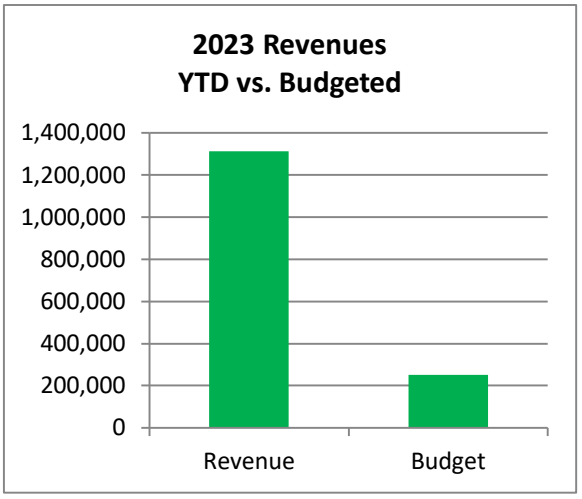


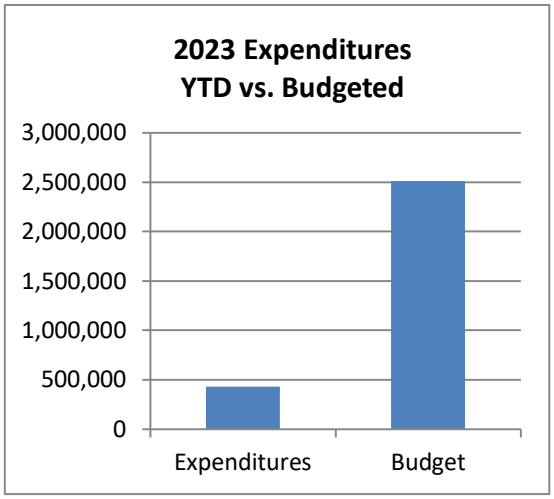
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending April 30, 2023
Unaudited

Capital Projects Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	12,343,821	12,343,821	
Revenues:			
Taxes and Fees	1,146,890	300,000	382.3%
Miscellaneous Revenue	-	-	
Interest	166,705	2,200	7577.5%
Transfers In	-	(50,000)	0.0%
Total Operating Revenues	1,313,596	252,200	520.9%
Expenditures:			
Capital Outlay	429,028	2,511,500	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	429,028	2,511,500	17.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**884,568**	**(2,259,300)**	
Ending Fund Balance*	**13,228,389**	**10,084,521**	

** - Unaudited*

33% of the fiscal year has elapsed



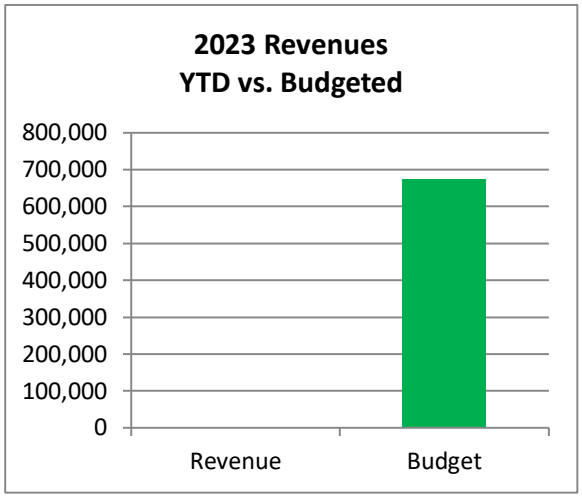


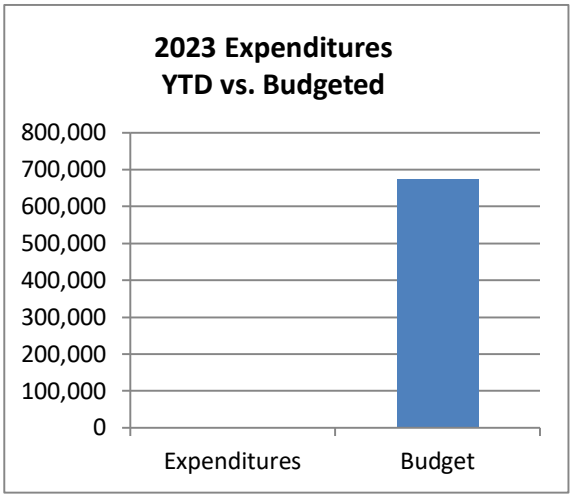
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending April 30, 2023
Unaudited

Tax Allocation Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
Revenues:			
Taxes & Fees	-	675,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	675,000	0.0%
Expenditures:			
Miscellaneous	-	675,000	0.0%
Total Expenditures	-	675,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**41,435**	**41,435**	

** - Unaudited*

33% of the fiscal year has elapsed



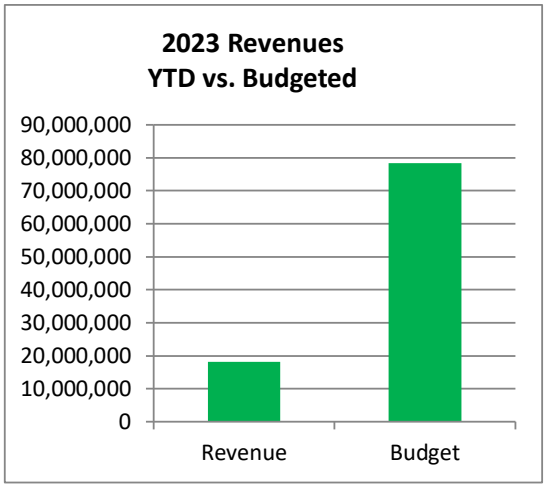


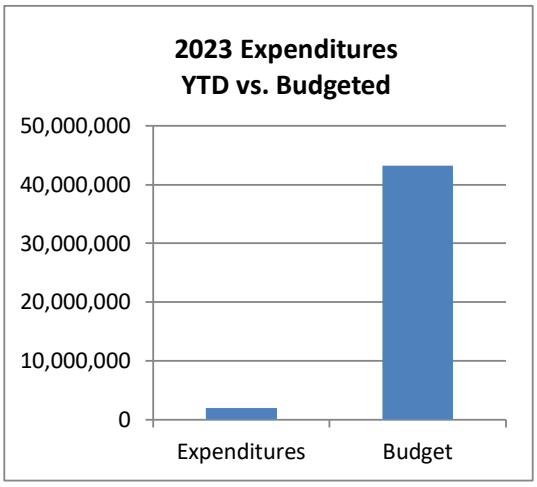
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending April 30, 2023
Unaudited

Water Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Cash Balance*	37,380,557	37,380,557	
Revenues:			
Charges for Services	1,126,477	4,555,000	24.7%
Total Operating Revenues	1,126,477	4,555,000	24.7%
Expenses:			
Administration	52,805	235,300	22.4%
Operations	858,022	4,365,350	19.7%
Capital Outlay	945,978	36,417,280	2.6%
Depreciation	181,384	970,000	18.7%
Transfers Out	-	600,000	
Total Operating Expenses	2,038,190	43,187,930	4.7%
Operating Income (Loss)	(911,713)	(38,632,930)	
Non-Operating Revenues (Expenses)			
Tap Fees	729,556	1,357,605	53.7%
Capital Investment Fees	657,685	1,147,945	57.3%
Misc. Revenues	15,350,173	71,226,500	21.6%
Interest Expense	236,141	20,000	1180.7%
Total Non-Operating Revenues (Expenses)	16,973,555	73,752,050	23.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**16,061,843**	**35,119,120**	
Ending Cash Balance*	**53,442,400**	**72,499,677**	

** - Unaudited*

33% of the fiscal year has elapsed



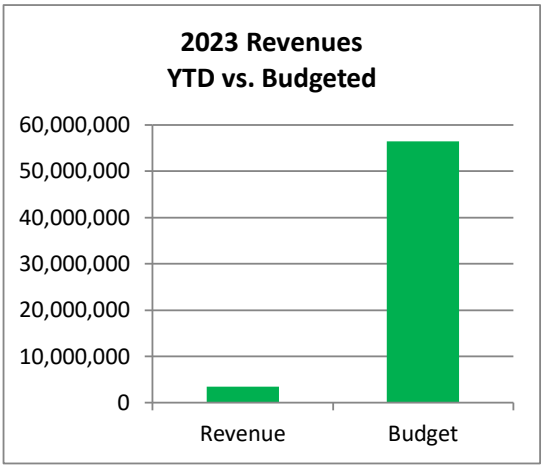


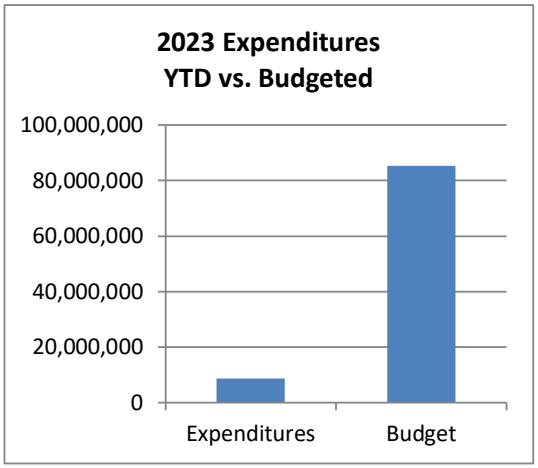
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund
Period Ending April 30, 2023
Unaudited

Sewer Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Cash Balance*	47,151,463	47,151,463	
Revenues:			
Charges for Services	1,101,768	3,181,500	34.6%
Total Operating Revenues	1,101,768	3,181,500	34.6%
Expenses:			
Administration	51,960	227,750	22.8%
Operations	577,350	2,087,960	27.7%
Capital Outlay	7,988,743	78,381,000	10.2%
Depreciation	174,920	1,200,000	14.6%
Debt Service	-	2,764,000	0.0%
Transfers Out	-	600,000	0.0%
Total Operating Expenses	8,792,973	85,260,710	10.3%
Operating Income (Loss)	(7,691,205)	(82,079,210)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	1,448,716	3,218,560	45.0%
Misc. Revenues	13,945	18,900	73.8%
Interest Expense	943,730	100,000	943.7%
Debt Proceeds	-	50,000,000	
Total Non-Operating Revenues (Expenses)	2,406,391	53,337,460	4.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**(5,284,814)**	**(28,741,750)**	
Ending Cash Balance*	**41,866,649**	**18,409,713**	

** - Unaudited*

33% of the fiscal year has elapsed



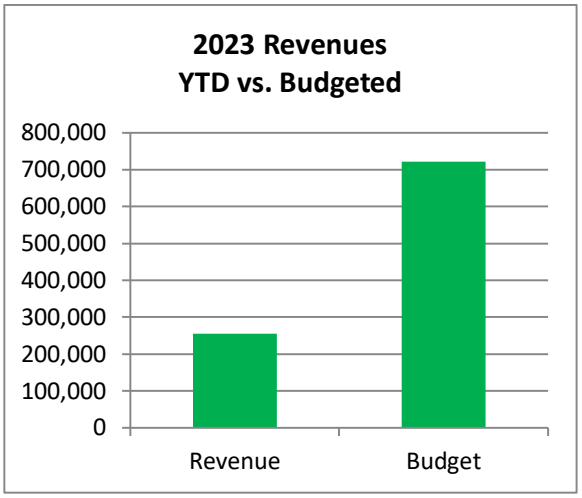


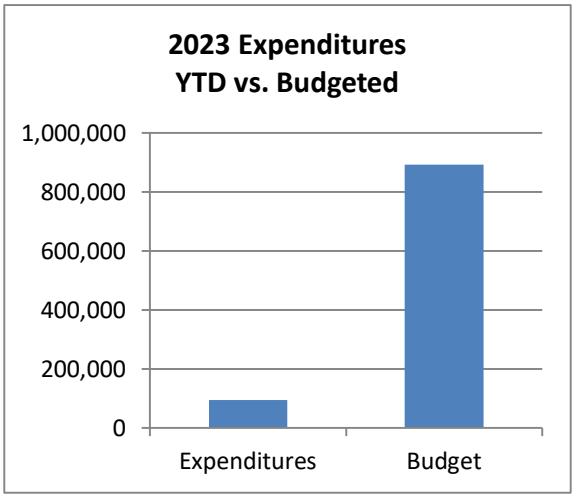
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending April 30, 2023
Unaudited

Drainage Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Cash Balance*	4,232,022	4,232,022	
Revenues:			
Charges for Services	173,323	500,000	34.7%
Total Operating Revenues	173,323	500,000	34.7%
Expenses:			
Administration	37,015	150,400	24.6%
Operations	58,129	493,025	11.8%
Capital Improvements	-	-	
Transfer Out	-	250,000	
Total Operating Expenses	95,144	893,425	10.6%
Operating Income (Loss)	78,179	(393,425)	
Non-Operating Revenues (Expenses)			
Capital Revenues	50,423	220,000	22.9%
Misc. Revenues	-	-	
Interest Expense	31,725	1,000	3172.5%
Total Non-Operating Revenues (Expenses)	82,148	221,000	37.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**160,327**	**(172,425)**	
Ending Cash Balance*	**4,392,349**	**4,059,597**	

** - Unaudited*

33% of the fiscal year has elapsed



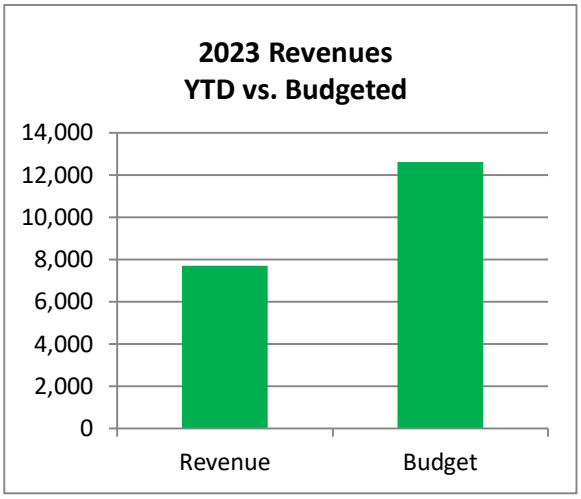


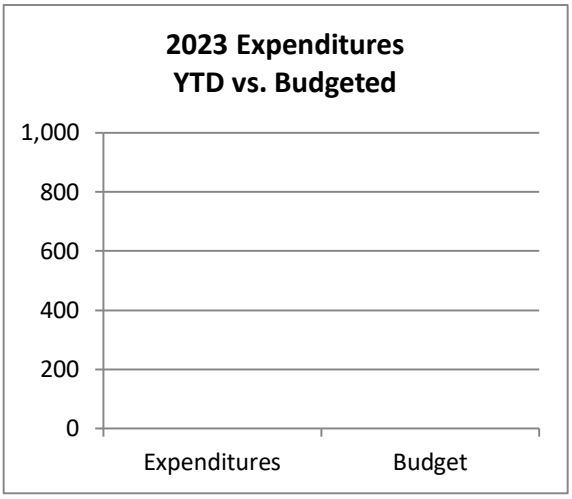
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending April 30, 2023
Unaudited

Cemetery Perpetual Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	168,889	168,889	
Revenues:			
Miscellaneous Revenue	5,850	12,560	46.6%
Earnings on Investment	1,858	60	3096.5%
Total Operating Revenues	7,708	12,620	61.1%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**7,708**	**12,620**	
Ending Fund Balance*	**176,597**	**181,509**	

** - Unaudited*

33% of the fiscal year has elapsed



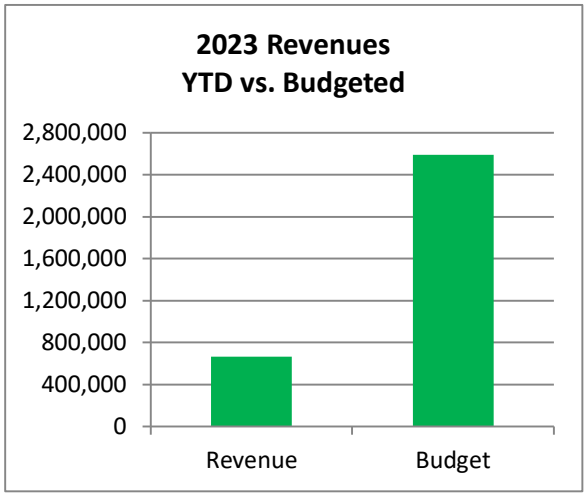


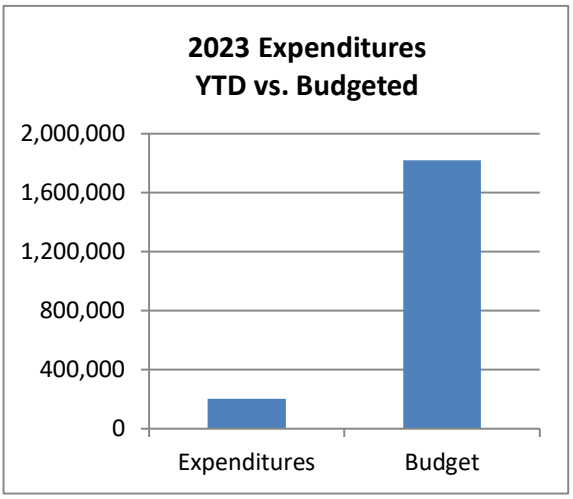
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending April 30, 2023
Unaudited

Library Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	8,580,860	8,580,860	
Revenues:			
Intergovernmental	3,285	819,186	0.4%
Miscellaneous Revenue	6,205	11,000	56.4%
Capital Investment Fees	400,034	439,410	91.0%
Interest	56,771	75,000	75.7%
Transfers In	201,681	1,243,246	16.2%
Total Operating Revenues	667,976	2,587,842	25.8%
Expenditures:			
Operations	204,401	1,821,000	11.2%
Capital Outlay	-	-	0.0%
Total Expenditures	204,401	1,821,000	11.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**463,575**	**766,842**	
Ending Fund Balance*	**9,044,435**	**9,347,702**	

** - Unaudited*

33% of the fiscal year has elapsed



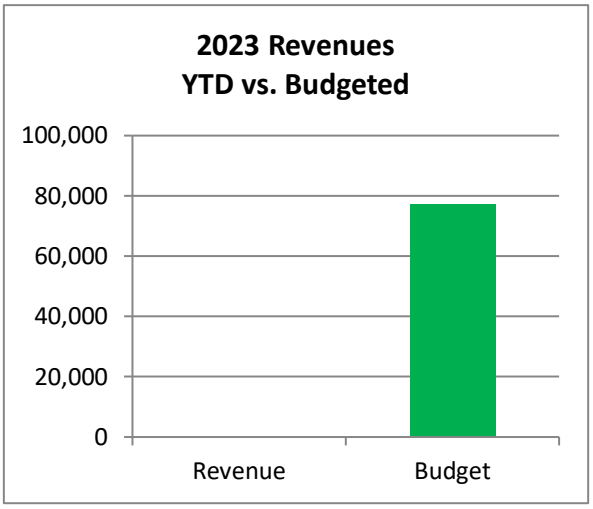


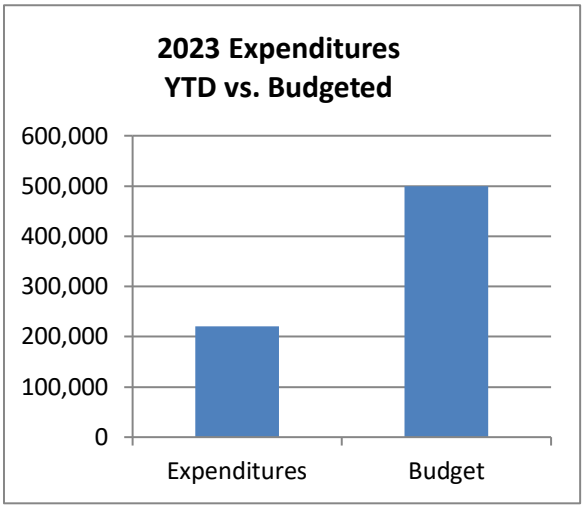
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending April 30, 2023
Unaudited

Recreation Center Fund	2023 Actuals April	2023 Adopted Budget	% Complete
Beginning Fund Balance*	922,738	922,738	
Revenues:			
State Grants	-	0	
Transfers In	-	77,262	
Earnings on Investment	-	-	
Total Operating Revenues	-	77,262	
Expenditures:			
Operations & Maintenance	221,179	500,000	44.2%
Capital Outlay	-	-	
Total Expenditures	221,179	500,000	44.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(221,179)**	**(422,738)**	
Ending Fund Balance*	**701,559**	**500,000**	

** - Unaudited*

33% of the fiscal year has elapsed





Town of Johnstown
List of Bills - April 20, 2023 - May 3, 2023

Vendor	Description	Dept.	Amount
Adiona Transportation Solutions	Equipment maintenance	PW	14,176.00
Advanced Roofing Technologies	Building maintenance	PW	13,830.00
Bemus Construction	Water meters	PW	3,500.00
Big Thompson & Platte River Ditch Co	Water assessment	PW	500.00
BlueWater Engineering Ltd	WTP expansion	PW	25,215.33
Bobcat of the Rockies	Equipment maintenance	PW	335.98
Brenner Builders LLC	Sidewalk maintenance	PW	11,070.00
Browns Hill Engineering & Controls	SCADA	PW	1,346.20
Bunyan Lateral Ditch Company	Water legal	PW	1,931.00
CDW Government	Vehicle equipment	PD	40,632.39
Cintas	Mat supplies/service	ALL	616.15
Cirsa	Insurance	ALL	2,771.48
City of Fort Collins	Lab testing	PW	3,060.00
CMC Tire	Supplies	PW	4,167.33
Colorado Analytical Labs	Lab testing	PW	700.00
Colorado Department of Transportation	I-25 project	PW	426,848.91
Colorado Greenbelt Management	Snow removal	PW	1,250.00
Core & Main	Water meters	PW	2,279.13
Coren Printing, Inc	Supplies	PD	218.00
CTL Thompson Inc	Little Thompson Trail project	PW	1,915.00
DBC Irrigation Supply	Supplies	PW	1,409.92
DES Pipeline Maintenance, LLC	Maintenance	PW	1,631.25
Diesel Laptops	Equipment	PW	12,778.00
Ditesco LLC	Little Thompson Trail project	PW	15,853.35
Division of Oil and Public Safety	Registration	PW	35.00
DPC Industries Inc	Chemicals	PW	5,846.97
Falcon Environmental Corp. At Longmont	Equipment maintenance	PW	994.91
Faris Machinery Co.	Equipment maintenance	PW	1,148.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	9,080.00
First Armored Services LLC	Supplies	PW	4,490.61
Fournier Industries Inc	WTP expansion	PW	18,962.00
Frontier Business Products	Supplies	ADM	809.82
Frontier Precision	Supplies	PW	1,286.27
Frontier Self Storage	Storage	PW	280.00
General Air Service & Supply	Supplies	PW	746.07
Generator Source	Generator	PW	1,120.11
Glass Doctor of Greeley	Building maintenance	ADM	5,990.00
Grainger, Inc.	Supplies	PW	190.08
Great Western Railway of CO	Crossing agreement	PW	2,425.50
Ground Engineering Consultants, Inc.	Materials testing	PW	2,122.50
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	1,522.75
Herc Rentals	Rentals	PW	612.11
Hill & Robbins, PC	Water legal	ADM	4,943.50
Hill & Robbins, PC	Billbacks - Legal services	ADM	1,232.50

Vendor	Description	Dept.	Amount
IACA	Dues	PD	25.00
IMEG Corp	Engineering services	ADM	10,566.00
IMEG Corp	Billback - Engineering services	ADM	24,105.00
Indigo Water Group	Training	PW	2,557.20
Inland Truck & Parts Service	Vehicle supplies	PW	888.58
Interstate Battery of the Rockies	Supplies	PW	692.75
ION Developer LLC	Reimbursement of use tax	ADM	179.22
J&S Contractors Supply Co.	Supplies	PW	2,815.44
Joe Johnson Equipment LLC	Equipment maintenance	PW	2,307.24
Johnstown Historical Society, Ltd	JHA reimbursement	ADM	40,000.00
Jones Excavating & Plumbing	Maintenance	PW	4,382.81
Kinsco, LLC	Uniforms	PD	224.96
L4 Construction	Little Thompson Trail construction	PW	130,416.37
Law Enforcement Systems	Lab supplies	PD	57.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	59.00
Lowe's	Supplies	PW	3,143.81
Mac Equipment, Inc	Supplies	PW	7,166.99
McDonald Farms Enterprises Inc	Sludge removal	PW	3,633.00
MGS Incorporated	Equipment maintenance	PW	9,007.26
Milliken Johnstown Electric	Equipment maintenance	PW	6,598.30
Moltz Construction Inc.	Low Point expansion project	PW	1,120,437.03
MWH Constructors	WTP expansion	PW	73,664.00
Napa Auto Parts, Inc	Vehicle supplies	PW/PD	2,364.53
Original Equipment Auto Glass	Vehicle repair	PW/PD	65.00
Patriot Petroleum Solutions LLC	Equipment maintenance	ALL	282.50
Paul's Plumbing & Heating	Jet services	PW	3,806.99
Pitney Bowes Inc	Postage meter lease	ADM	315.40
Poudre Valley REA	Utilities	ALL	14,064.80
Power Motive	Equipment maintenance	PW	1,836.06
Prime Solution	Equipment maintenance	PW	2,374.22
Ramey Environmental Compliance Inc.	OCR services	PW	5,287.36
Rhinehart Oil Co., Inc.	Fuel	PW	10,885.89
Route 66 Restaurant Equipment	Equipment	PW	2,300.00
Ryan Oglesby	Training reimbursement	PD	415.20
Sanderson Stewart	SH 60 & CR 13 signal	PW	17,287.50
Sendas Communications LLC	Translation service	ADM	484.02
SMH West, LLC	South Tank construction	PW	219,510.27
Snap-On Tools	Supplies	PW	442.50
Striglos	Software	ADM	74.00
Tait & Associates, Inc.	Design services	PW	18,370.00
TDS (Johnstown Historical Society)	Phones	ALL	1,457.08
The Gard Lateral Ditch Company	Water assessment	PW	1,275.00
The Home Depot/GECF	Supplies	PW	117.75
TruGreen Chemlawn	Chemicals	PW	1,232.87
UC Health Medical Group	Lab testing	PD	183.39
USA Bluebook	Supplies	PW	2,794.92

Vendor	Description	Dept.	Amount
Vector Disease Control	Mosquito spraying	PW	4,499.00
Veolia WTS Systems	Central WWTP expansion	PW	156,300.00
Whiteside's Boots	Uniforms	PW	200.00
Xcel Energy	Utilities	ALL	6,917.53
			2,569,944.86

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: 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)

ACTION PROPOSED: Consider and Approve Resolution 2023-23 Approving the Preliminary/Final Subdivision Plat and Development Plan for Mountain View West 3rd Replat (Townhomes Phase II)

ATTACHMENTS:
1. Resolution 2023-23
2. Vicinity Map
3. Preliminary/Final Plat
4. Preliminary/Final Development Plan
5. Traffic Impact Study (excerpt)
6. Developer Architectural Request
7. Parking Exhibit
8. PZC Staff Report (March 22, 2023)
9. Staff Presentation
10. Applicant Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Developer, Mountain View Land Developers, LLC, is requesting consideration of a combined Preliminary/Final Subdivision Plat and Development Plan (Attachments 3 & 4) encompassing 17.42 acres to create a second phase to the current Mountain View West townhome neighborhood in the Mountain View West subdivision area, to the east of the Johnstown Recreation Center/YMCA. The proposed development would add 125 townhome-style residential units, grouped in 30 building clusters. This proposed neighborhood will be situated south of the current residential development in the neighborhood and stretch along the east side of the property, south to CR 46.5/Centennial. One additional street, Condor Way, is proposed to run north-south providing access and on-street parking within the neighborhood. Additional detail on the development is provided in the attached PZC Staff Report (attachment 8).

The proposed Plat and Development Plan align with the Mountain View West PUD Design Guidelines to promote a medium density neighborhood within easy walking distance to Town services and Downtown, as part of that master-planned development. There has been ongoing discussion with the Developer related to side elevations that will be quite dominant along the Mountain Bluebird streetscape. Side elevations of this Developer's Phase I largely faced to internal streets adjacent to similar buildings, whereas Mountain Bluebird and the number of homes with this orientation prompted additional Staff requests to enhance these side elevations and ensure full compliance with the side elevation requirements for percentage of windows. The Developer has since provided updated elevations and footprints that address Staff concerns with additional changes in wall planes, which provide added roofline features, as well as additional window openings in these side elevations (Attachment 6). Staff is satisfied with the efforts and feel that, as presented now, those revised elevations are in alignment with the guideline's intent, and substantial compliance with the overall design standards.

The homes and garages that "butt up" to the Town's property where the Rec Center is located will provide solid fencing along the property line to minimize the visual impact of these access drives and garage areas. Additional parking has been integrated into the overall site plan, with 17 off-site parking spaces in small lots throughout, and 48 on-street spaces available, that are provided in addition to the 250 required garage spaces. Xeric low water landscaping is provided throughout the development, with turf areas concentrated in areas adjacent to the buildings and front doors, creating small green courtyards.

Overall, Staff has found the proposed plat and development plan to be in substantial conformance with Town codes, regulations, and standards and is presenting the Development to Town Council for approval. Final review of engineering documents is still in process, but no significant changes to the site or major elements is anticipated. The accompanying development agreement does speak to the need to finalize the Traffic Impact Study (TIS) and there may be improvements needed based on the final Town-accepted recommendations and conclusions of that study.

The Planning & Zoning Commission held a public hearing on March 22, 2023; no public comment was given. The Commission voted unanimously to recommend approval of the Preliminary/Final Subdivison Plat and Development Plan to the Town Council, based on the analysis and findings contained in the attached staff report (Attachment 8).

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning & Zoning Commission recommends, and Staff agrees with, a recommendation to Town Council to Approve Resolution 2023-23 Approving the Preliminary/Final Subdivision Plat and Preliminary/Final Development Plan for the Mountain View West 3rd Replat.

SUGGESTED MOTIONS:

For Approval

Based on the findings and analysis presented at this hearing, I move to approve Resolution 2023-23.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2023-23.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-23

APPROVING THE PRELIMINARY/FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT, BEING A REPLAT OF LOT 2 BLOCK 2, BLOCK 4 AND OUTLOT C OF MOUNTAIN VIEW WEST SUBDIVISION REPLAT AMENDMENT NO. 1 AND TRACT A BLOCK 3, 1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT, SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 17.42 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, Mountain View Land Developers, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat and Final Development Plan for Mountain View West Subdivision Third Replat, Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, located in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, and consisting of approximately 17.42 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 Final Development Plan; and

WHEREAS, on May 15, 2023, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and Final Development Plan and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat and Final Development Plan for Mountain View West Subdivision Third Replat are consistent with the Town's Comprehensive Plan and meet the requirements contained in the Johnstown Municipal Code and the Town's regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat and Final Development Plan for Mountain View West Subdivision Third Replat.

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 Mountain View West Subdivision Third Replat, Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, located in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, and consisting of approximately 17.42 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Final Development Plan Approval: The Final Development Plan for Mountain View West Subdivision Third Replat, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

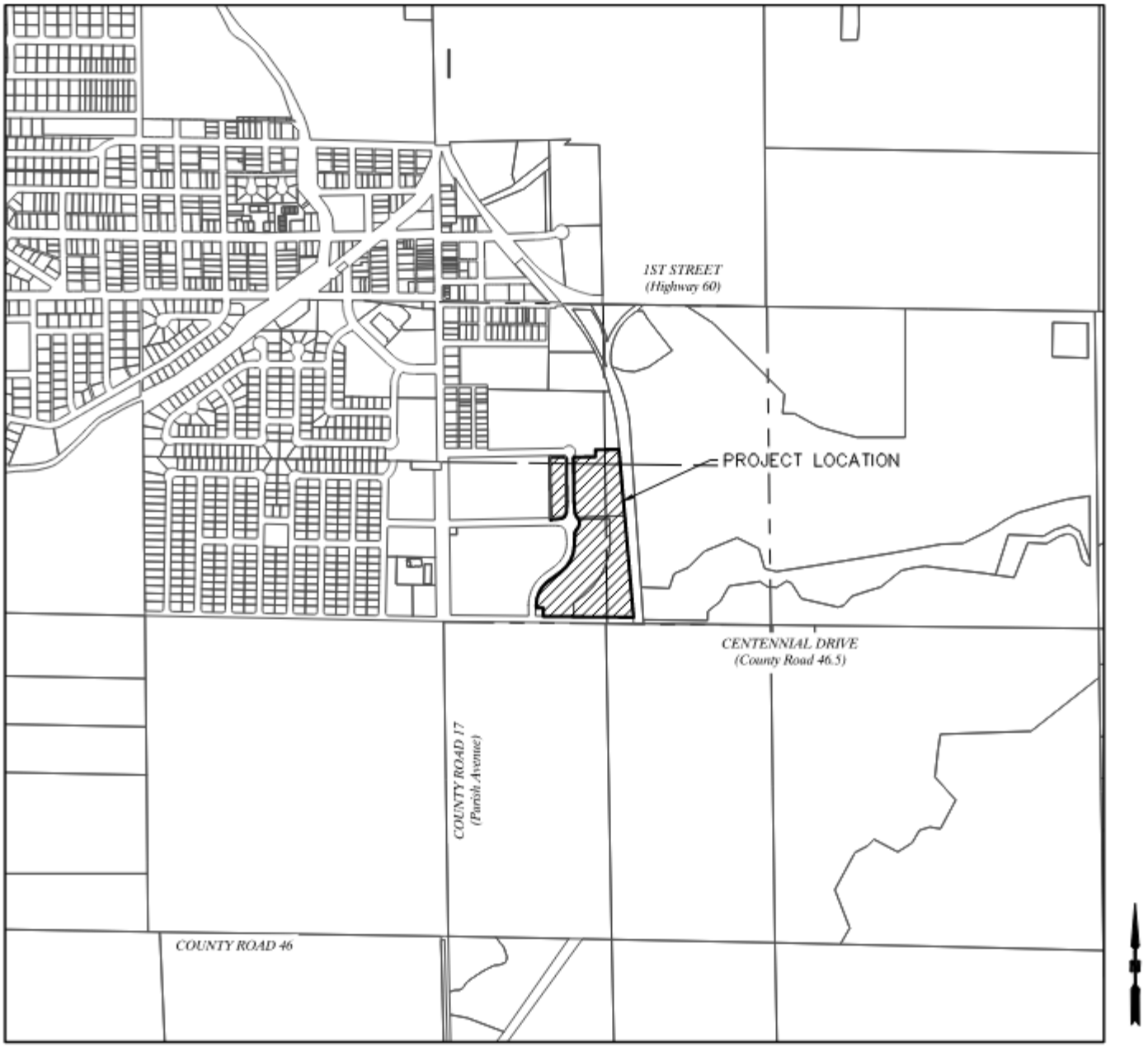
Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Plat and thereafter record the Preliminary/Final Plat at the office of the Weld County Clerk and Recorder.

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

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor



VICINITY MAP

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DEDICATION

Know all persons by these presents that Mountain View Land Developers, LLC, a Colorado limited liabilty company and Parish, LLC, a Colorado limited liability company, being the owners of the following described property:

Lot Two (2), Block Two (2), Block Four (4) and Outlot C, Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 and Tract A, Block Three (3), 1st Replat of Block 1 Mountain View West Subdivision Replat recorded November 18, 2021 at Reception No. 4777371 and Cover Sheet re-recorded December 3, 2021 at Reception No. 4781941 within the records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado.

Containing an area of 17.42 Acres (758,565 sq.ft.), more or less, together with and subject to all easements and rights-of-way existing and/or of public record, subject to approval by the Town Council of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, outlots, blocks, tracts, rights-of-way and easements as shown on this map to be known as: Mountain View West Subdivision Third Replat and do hereby designate and dedicate all rights-of-way and easements to the Town of Johnstown, unless noted otherwise.

OWNER'S APPROVAL

Know All Men By These Presents, that we, Mountain View Land Developers, LLC, a Colorado limited liability company, and Parish, LLC, being the sole owner(s) of the land described hereon, and _____ are all of the mortgagees and holders of liens upon the property, and each and all hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

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

Owner: Mountain View Land Developers, LLC, a Colorado limited liability company

_____
By: AJP NP Development, LLC Manager: Andrew J. Gerk, Member

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by AJP NP Development, LLC, Manager: Andrew J.

Gerk, Member, on this _____ day of _____, 20____. Witness my hand and seal.

My commission expires _____

_____
Notary Public

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

Owner: Parish, LLC, a Colorado limited liability company

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

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

State of California)
)ss
County of _____)

On _____ before me, _____.

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

TOWN COUNCIL

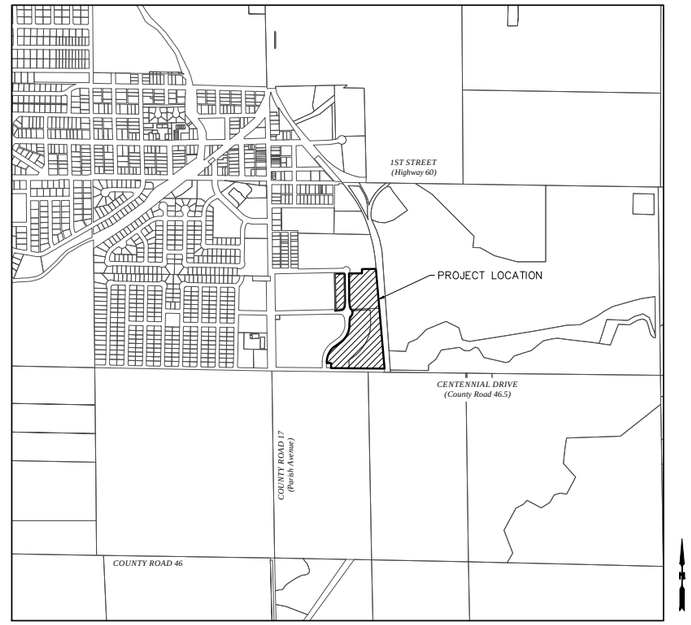
This Plat, to be known as MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT, is approved and accepted by

the Town of Johnstown, by Resolution Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado.

Held on the _____ day of _____, 20_____.

By: _____
Mayor

Attest: _____
Town Clerk
(Seal)



VICINITY MAP
SCALE: 1"=1000'

VICINITY MAP LEGEND

GIS PARCEL LINE
SUBJECT PROPERTY

LAND USE SUMMARY - MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

PORTION	AREA (Sq.Ft.)	AREA (Acres)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL AREA
BLOCK 1 LOTS	17,676	0.41	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	2.4%
OUTLOT A	51,624	1.19	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	6.8%
BLOCK 1 OVERALL	69,299	1.60	-	-	PUD-B BLOCK	9.2%
BLOCK 2 LOTS	58,887	1.35	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	7.7%
OUTLOT B	46,885	1.08	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	6.2%
OUTLOT D	2,355	0.05	PARISH, LLC	PARISH, LLC	MAINTENANCE, ACCESS, UTILITY AND DRAINAGE EASEMENT	0.3%
OUTLOT E	69,956	1.61	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	9.2%
BLOCK 2 OVERALL	178,083	4.09	-	-	PUD-B BLOCK	23.5%
BLOCK 3 LOTS	70,656	1.62	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	9.3%
OUTLOT C	83,850	1.92	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	11.0%
OUTLOT F	200,534	4.60	HOA	HOA	PUD-B TRACT	26.4%
OUTLOT G	82,630	1.90	PARISH, LLC	PARISH, LLC	MAINTENANCE, ACCESS, UTILITY AND DRAINAGE EASEMENT	10.9%
BLOCK 3 OVERALL	437,669	10.04	-	-	PUD-B BLOCK	57.6%
RIGHT-OF-WAY (PUBLIC)	73,513	1.69	PUBLIC	TOWN OF JOHNSTOWN	PUBLIC STREET RIGHT-OF-WAY	9.7%
OVERALL AREA	758,565	17.42	-	-	PUD-B SUBDIVISION	100.0%
OPEN SPACE	334,944	7.70	-	-	REQUIRED (30% OF SITE) = 5.2 ACRES	

TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon ALTA Commitment Order Number FCC25200306, having an effective date of August 15, 2022 at 5:00 P.M. as prepared by Old Republic National Title Insurance Company, to delineate the aforesaid information.

SURVEYOR'S NOTES:

1. Assuming the South line of the Northwest Quarter of Section 9, T.4N., R.67W., monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 23513 at the West end and a #6 rebar with a 2.5" aluminum cap stamped LS 37908 at the East end, as bearing South 89°24'42" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2711.77' feet with all other bearings contained herein relative thereto.

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

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

PLAT NOTES:

1. MAINTENANCE NOTE: The Town of Johnstown requires that maintenance access be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdividers agreement. should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purposes of operations and maintenance. all such maintenance costs will be assessed to the property owner.

2. GENERAL OVERLOT DRAINAGE NOTE: Lots and tracts as platted herein may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner in accordance with Town criteria. Should the owner fail to adequately maintain said facilities, the Town shall have the right to enter said land for the purposes of operations and maintenance of the drainage ways or drainage systems. All such maintenance costs will be assessed to the property owner.

3. MAINTENANCE AND ACCESS: The site will be able to be accessed via the Public Right-of-Way that is being dedicated throughout the property. All private outlots are hereby dedicated as blanket Utility, Drainage, Access and Emergency Access Easements.

4. Ten (10) foot Utility Easements are dedicated along all public rights-of-way.

5. The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-six (36) inches in height from the street level, in accordance with current AASHTO sight lines.

6. It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date construction plans are approved by the Town Engineer, and provided that construction of said roadway(s) is started within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdivider(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.

7. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (cross-access easements, drainage easements, etc.)

8. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or entity other than the Town is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with this development.

9. Public safety access, whether for emergency or non-emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association or metropolitan district will be responsible for ensuring that such access ways are passable at all times, for police, fire and emergency vehicles.

10. Most of the property is in Flood Zone X, Area of Minimal Flood Hazard with the Southeast portion in the 100 Year Flood Zone A, per FEMA Flood Map No. 08123C1684E having an effective date of January 20, 2016.

SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on April 27, 2022, by me or under my direct supervisions and that all monuments existing as shown hereon; that the mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisions or surveying of land an all applicable provisions of the Town of Johnstown.

I attest the above on this_____ day of_____, 20_____.

Sheet 1 of 5

PRELIMINARY

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

PROJECT TEAM

OWNER/DEVELOPER:
Mountain View Land Developers, LLC
33105 County Road 33
Greeley, Colorado 80634
Andrew J. Gerk as Manager/Member

OWNER
Parrish LLC
8714 State Highway 60
Johnstown, Colorado 80534
David S. Gilbert as
Managing Member/President/CEO

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

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

LAT 40

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

REVISIONS		
DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/24/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
MOUNTAIN VIEW LAND DEVELOPERS, LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 1 OF 5

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 36°31'46" W	9.32'
L2	S 00°30'48" E	32.00'
L3	S 32°16'05" E	35.28'
L4	S 00°30'48" E	32.00'
L5	S 00°30'48" E	30.00'
L6	S 00°30'48" E	32.00'
L7	S 59°08'59" E	98.66'
L8	S 52°20'05" W	13.41'
L9	S 02°43'36" E	71.63'
L10	S 22°23'19" W	32.00'
L11	S 09°19'43" W	112.81'
L12	S 60°55'51" W	40.91'
L13	S 46°18'04" W	24.26'
L14	S 55°39'31" W	32.00'
L15	S 35°48'17" W	28.55'
L16	N 60°32'49" W	46.62'
L17	S 00°58'37" W	8.93'
L18	N 58°27'06" W	80.54'
L19	S 86°30'40" W	41.53'
L20	N 57°00'31" E	67.96'
L21	N 59°34'35" E	32.07'
L22	N 24°30'45" E	117.61'
L23	N 22°23'19" E	32.00'
L24	S 26°40'27" W	79.54'
L25	S 67°04'54" W	21.23'
L26	N 16°49'55" W	53.40'
L27	N 00°30'48" W	32.00'
L28	N 20°35'16" W	31.94'
L29	N 00°30'48" W	32.00'
L30	N 36°58'34" W	37.30'
L31	N 00°30'48" W	32.00'
L32	N 47°31'13" E	21.30'
L33	S 66°34'25" E	49.29'
L34	S 00°28'15" E	25.00'
L35	S 00°28'15" E	81.00'
L36	S 34°25'50" W	72.70'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°02'33"	S 45°29'31" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 02°23'53" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°40'26" W	43.46'
C4	27.40'	45.46'	34°32'21"	S 61°19'01" W	26.99'
C5	89.07'	544.00'	9°22'51"	S 83°16'37" W	88.97'
C6	248.13'	270.00'	52°39'16"	N 27°18'15" E	239.49'
C7	283.28'	300.00'	54°06'12"	N 26°34'47" E	272.88'
C8	83.98'	649.72'	7°24'20"	N 03°13'51" E	83.92'
C9	32.11'	45.50'	40°26'20"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22'01"	N 02°11'20" E	105.70'
C11	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C12	97.58'	544.03'	10°16'37"	N 05°36'34" W	97.45'
C13	21.20'	13.50'	89°57'23"	N 44°30'27" E	19.08'
C14	52.24'	74.50'	40°10'26"	N 27°17'08" E	51.17'
C15	20.00'	74.50'	15°23'03"	N 00°29'37" W	19.94'
C16	45.26'	74.50'	34°48'31"	N 25°35'24" W	44.57'
C17	561.85'	595.00'	54°06'12"	N 26°34'51" E	541.20'
C18	307.60'	595.00'	29°37'13"	N 38°49'21" E	304.18'
C19	63.87'	595.00'	6°09'01"	N 20°56'14" E	63.84'
C20	190.38'	595.00'	18°19'58"	N 08°41'44" E	189.57'
C21	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C22	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C23	69.95'	175.00'	22°54'07"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°01'25" W	57.25'
C25	96.29'	100.00'	55°10'21"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C27	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C28	79.94'	200.00'	22°54'07"	S 10°56'16" W	79.41'
C29	72.58'	125.00'	33°16'12"	S 39°01'25" W	71.57'
C30	120.37'	125.00'	55°10'21"	S 83°14'41" W	115.77'
C31	25.04'	270.00'	5°18'46"	N 18°10'34" E	25.03'
C32	25.04'	270.00'	5°18'46"	N 23°29'20" E	25.03'
C33	72.22'	75.00'	55°10'21"	S 83°14'41" W	69.46'
C34	43.55'	75.00'	33°16'12"	S 39°01'25" W	42.94'
C35	59.96'	150.00'	22°54'07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C37	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C38	68.53'	270.00'	14°32'35"	N 08°14'54" E	68.35'
C39	129.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'

LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

Sheet 2 of 5

PRELIMINARY

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

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

REVISIONS		
DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/24/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
MOUNTAIN VIEW LAND DEVELOPERS, LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 2 OF 5

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

Item #9

LEGEND

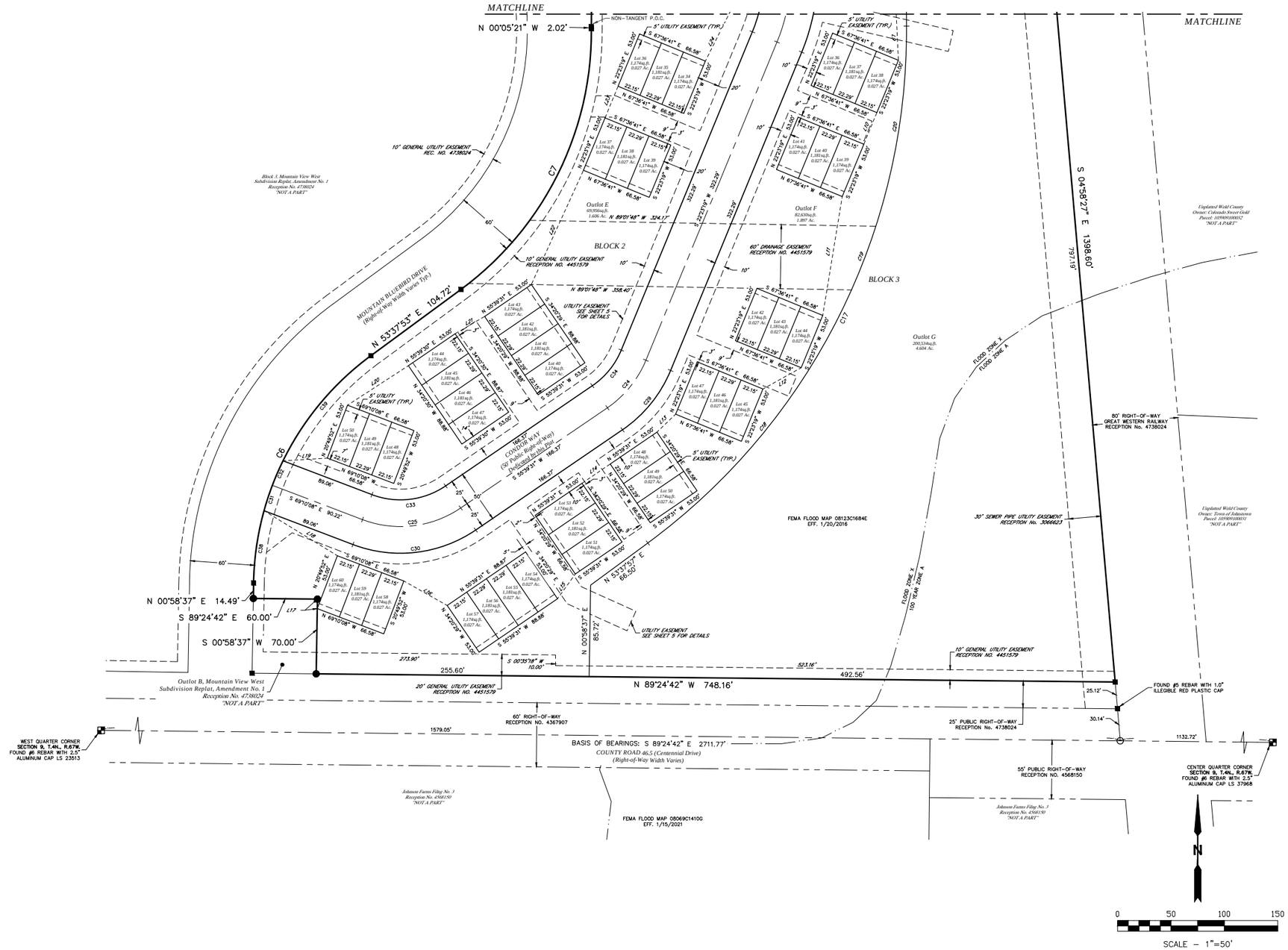
- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 36°31'46" W	93.02'
L2	S 00°30'48" E	32.00'
L3	S 32°16'05" E	35.28'
L4	S 00°30'48" E	32.00'
L5	S 00°30'48" E	30.00'
L6	S 00°30'48" E	32.00'
L7	S 59°08'59" E	98.66'
L8	S 52°20'05" W	13.41'
L9	S 02°43'36" E	71.63'
L10	S 22°23'19" W	32.00'
L11	S 09°19'43" W	112.81'
L12	S 60°55'51" W	40.91'
L13	S 46°18'04" W	24.26'
L14	S 55°39'31" W	32.00'
L15	S 35°48'17" W	28.55'
L16	N 60°32'49" W	46.62'
L17	S 00°58'37" W	8.93'
L18	N 58°27'06" W	80.54'
L19	S 86°30'40" W	41.53'
L20	N 57°00'31" E	67.96'
L21	N 59°34'35" E	32.07'
L22	N 24°30'45" E	117.61'
L23	N 22°23'19" E	32.00'
L24	S 26°40'27" W	79.54'
L25	S 67°04'54" W	21.23'
L26	N 16°49'35" W	53.40'
L27	N 00°30'48" W	32.00'
L28	N 20°35'16" W	31.94'
L29	N 00°30'48" W	32.00'
L30	N 36°58'34" W	37.30'
L31	N 00°30'48" W	32.00'
L32	N 47°51'13" E	21.30'
L33	S 66°34'25" E	49.29'
L34	S 00°28'15" E	25.00'
L35	S 00°28'15" E	81.00'
L36	S 34°25'50" W	72.70'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°02'31"	S 45°29'31" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 02°23'53" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°40'26" W	43.46'
C4	27.40'	45.46'	34°32'01"	S 61°19'01" W	26.99'
C5	89.07'	544.00'	9°22'51"	S 83°16'37" W	88.97'
C6	248.13'	270.00'	52°39'16"	N 27°18'15" E	239.49'
C7	283.28'	300.00'	54°06'12"	N 26°34'47" E	272.88'
C8	83.98'	649.72'	7°24'20"	N 03°13'51" E	83.92'
C9	32.11'	45.50'	40°26'20"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22'01"	N 02°11'20" E	105.70'
C11	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C12	97.58'	544.03'	10°16'37"	N 05°36'34" W	97.45'
C13	21.20'	13.50'	89°57'23"	N 44°30'27" E	19.08'
C14	52.24'	74.50'	40°10'26"	N 27°17'08" E	51.17'
C15	20.00'	74.50'	15°23'03"	N 00°29'37" W	19.94'
C16	45.26'	74.50'	34°48'31"	N 25°35'24" W	44.57'
C17	561.85'	595.00'	54°06'12"	N 26°34'51" E	541.20'
C18	307.60'	595.00'	29°37'13"	N 38°49'21" E	304.18'
C19	63.87'	595.00'	6°09'01"	N 20°56'14" E	63.84'
C20	190.38'	595.00'	18°19'58"	N 08°41'44" E	189.57'
C21	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C22	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C23	69.95'	175.00'	22°54'07"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°01'25" W	57.25'
C25	96.29'	100.00'	55°10'21"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C27	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C28	79.94'	200.00'	22°54'07"	S 10°56'16" W	79.41'
C29	72.58'	125.00'	33°16'12"	S 39°01'25" W	71.57'
C30	120.37'	125.00'	55°10'21"	S 83°14'41" W	115.77'
C31	25.04'	270.00'	5°18'46"	N 18°10'34" E	25.03'
C32	25.04'	270.00'	5°18'46"	N 23°29'20" E	25.03'
C33	72.22'	75.00'	55°10'21"	S 83°14'41" W	69.46'
C34	43.55'	75.00'	33°16'12"	S 39°01'25" W	42.94'
C35	59.96'	150.00'	22°54'07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C37	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C38	68.53'	270.00'	14°32'35"	N 08°14'54" E	68.35'
C39	129.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'



Sheet 3 of 5

PRELIMINARY

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

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

REVISIONS

DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/23/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
MOUNTAIN VIEW LAND DEVELOPERS, LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 3 OF 5

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

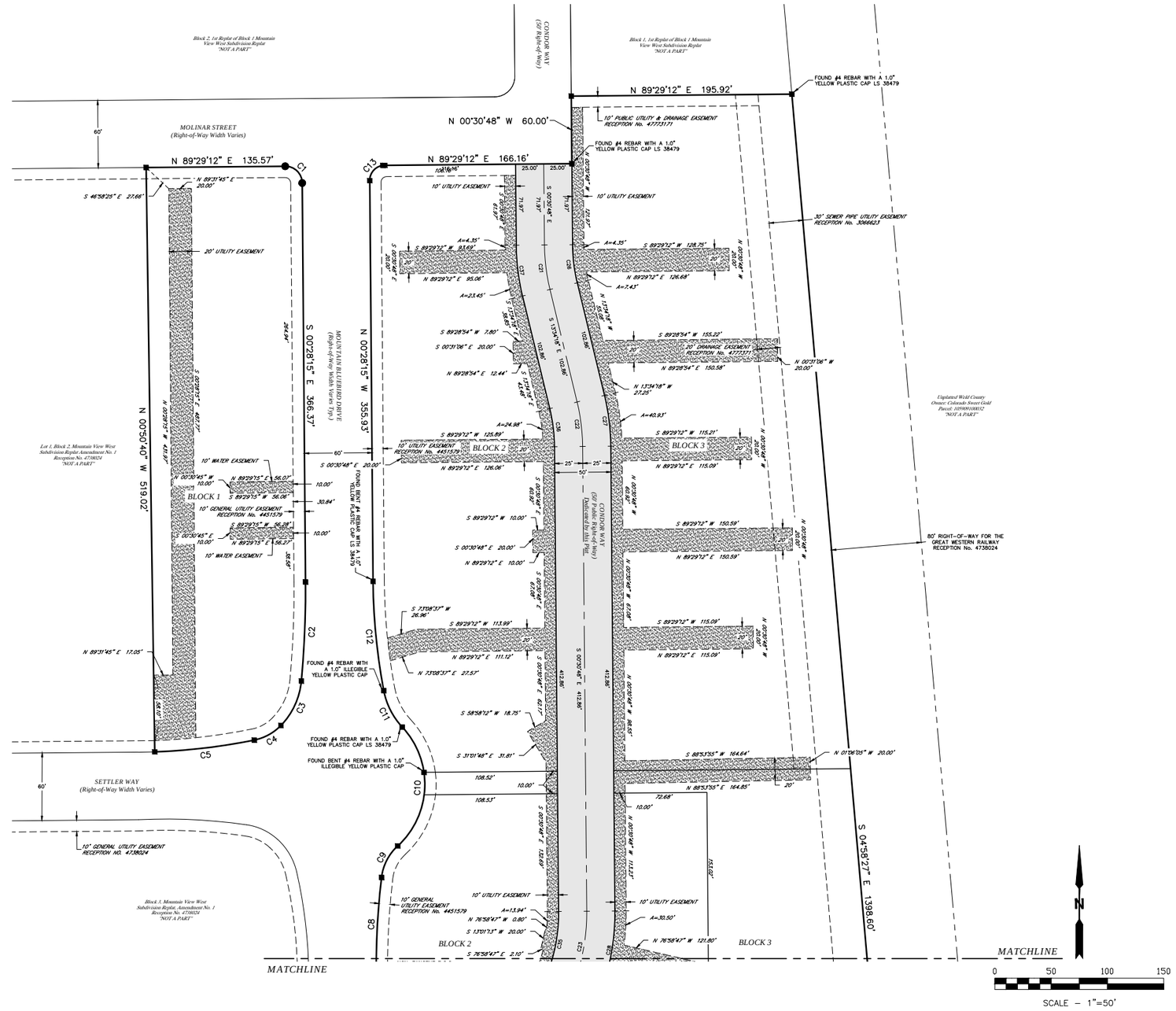
Item #9

LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°02'33"	S 45°29'31" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 02°31'53" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°40'26" W	43.46'
C4	27.40'	45.46'	34°32'21"	S 61°19'01" W	26.99'
C5	89.07'	544.00'	9°22'51"	S 83°16'37" W	88.97'
C6	248.13'	270.00'	52°39'16"	N 27°18'15" E	239.49'
C7	283.28'	300.00'	54°06'12"	N 26°34'47" E	272.88'
C8	83.98'	649.72'	7°24'20"	N 03°17'51" E	83.92'
C9	32.11'	45.50'	40°26'20"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22'01"	N 02°11'20" E	105.70'
C11	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C12	97.58'	544.03'	10°16'37"	N 05°38'34" W	97.45'
C13	21.20'	13.50'	89°57'23"	N 44°30'27" E	19.08'
C14	52.24'	74.50'	40°10'28"	N 27°17'08" E	51.17'
C15	20.00'	74.50'	15°23'03"	N 00°29'37" W	19.94'
C16	45.26'	74.50'	34°48'31"	N 25°35'24" W	44.57'
C17	561.85'	595.00'	54°06'12"	N 26°34'51" E	541.20'
C18	307.60'	595.00'	29°37'13"	N 38°49'21" E	304.18'
C19	63.87'	595.00'	6°09'01"	N 20°56'14" E	63.84'
C20	190.38'	595.00'	18°19'58"	N 08°41'44" E	189.57'
C21	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C22	39.88'	175.00'	13°03'30"	S 07°02'33" W	39.80'
C23	69.95'	175.00'	22°54'07"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°01'25" W	57.25'
C25	96.29'	100.00'	55°10'21"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C27	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C28	79.94'	200.00'	22°54'07"	S 10°56'16" W	79.41'
C29	72.58'	125.00'	33°16'12"	S 39°01'25" W	71.57'
C30	120.37'	125.00'	55°10'21"	S 83°14'41" W	115.77'
C31	25.04'	270.00'	5°18'46"	N 18°10'34" E	25.03'
C32	25.04'	270.00'	5°18'46"	N 23°29'20" E	25.03'
C33	72.22'	75.00'	55°10'21"	S 83°14'41" W	69.46'
C34	43.55'	75.00'	33°16'12"	S 39°01'25" W	42.94'
C35	59.96'	150.00'	22°54'07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C37	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C38	68.53'	270.00'	14°32'35"	N 08°14'54" E	68.35'
C39	129.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'



Sheet 4 of 5

PRELIMINARY

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

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

REVISIONS

DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/23/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
MOUNTAIN VIEW LAND DEVELOPERS, LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 4 OF 5

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

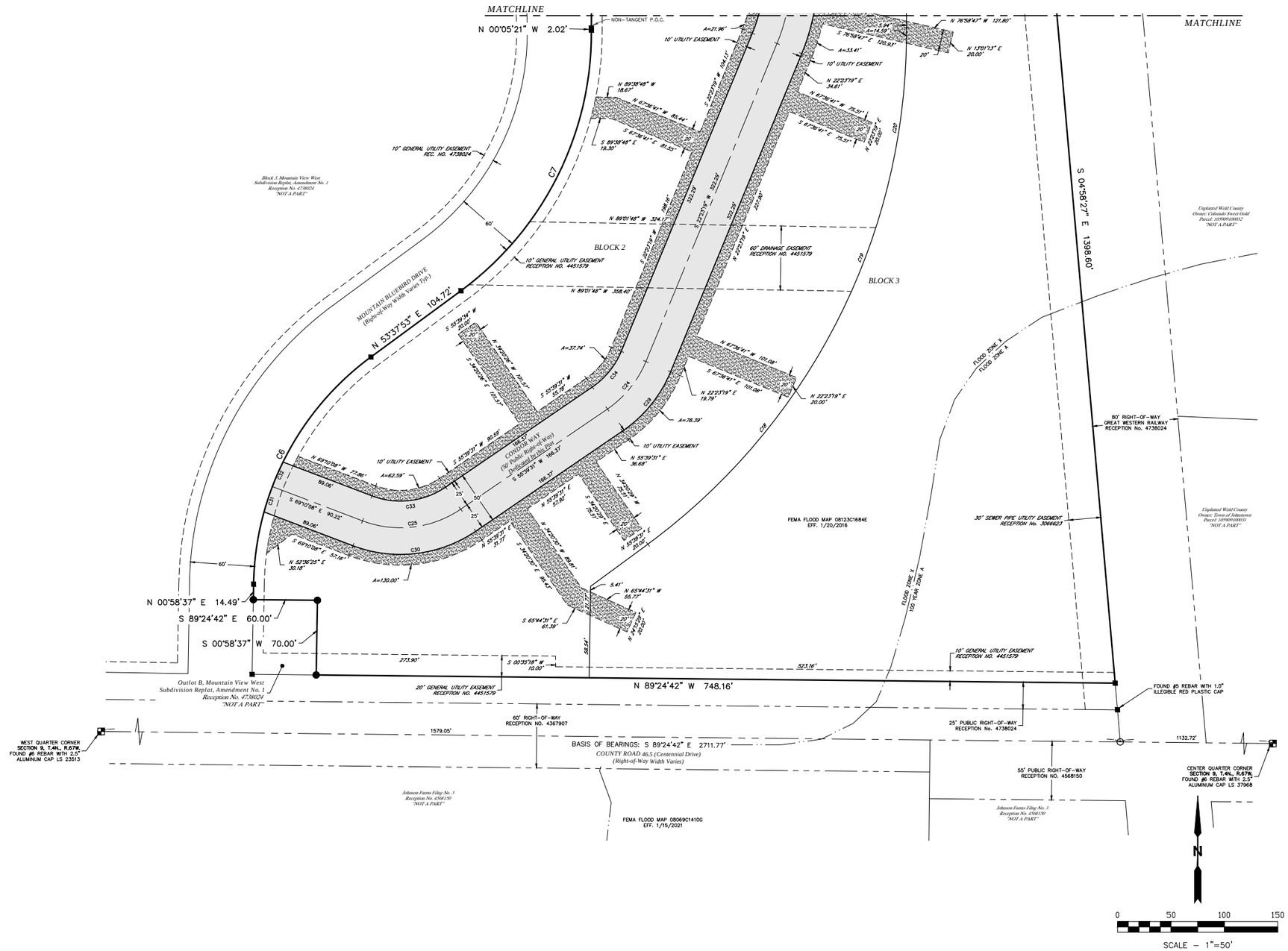
Item #9

LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°00'33"	S 45°29'31" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 02°23'53" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°40'26" W	43.46'
C4	27.40'	45.46'	34°32'21"	S 61°19'01" W	26.99'
C5	89.07'	544.00'	9°22'51"	S 83°16'37" W	88.97'
C6	248.13'	270.00'	52°39'16"	N 27°18'15" E	239.49'
C7	283.28'	300.00'	54°06'12"	N 26°34'47" E	272.88'
C8	83.98'	649.72'	7°24'20"	N 03°13'51" E	83.92'
C9	32.11'	45.50'	40°26'20"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22'01"	N 02°11'20" E	105.70'
C11	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C12	97.58'	544.03'	10°16'37"	N 05°36'34" W	97.45'
C13	21.20'	13.50'	89°57'23"	N 44°30'27" E	19.08'
C14	52.24'	74.50'	40°10'26"	N 27°17'08" E	51.17'
C15	20.00'	74.50'	15°23'03"	N 00°29'37" W	19.94'
C16	45.26'	74.50'	34°48'31"	N 25°35'24" W	44.57'
C17	561.85'	595.00'	54°06'12"	N 26°34'51" E	541.20'
C18	307.60'	595.00'	29°37'13"	N 38°49'21" E	304.18'
C19	63.87'	595.00'	6°09'01"	N 20°56'14" E	63.84'
C20	190.38'	595.00'	18°19'58"	N 08°41'44" E	189.57'
C21	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C22	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C23	69.95'	175.00'	22°54'07"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°01'25" W	57.25'
C25	96.29'	100.00'	55°10'21"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C27	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C28	79.94'	200.00'	22°54'07"	S 10°56'16" W	79.41'
C29	72.58'	125.00'	33°16'12"	S 39°01'25" W	71.57'
C30	120.37'	125.00'	55°10'21"	S 83°14'41" W	115.79'
C31	25.04'	270.00'	5°18'46"	N 18°10'34" E	25.03'
C32	25.04'	270.00'	5°18'46"	N 23°29'20" E	25.03'
C33	72.22'	75.00'	55°10'21"	S 83°14'41" W	69.46'
C34	43.55'	75.00'	33°16'12"	S 39°01'25" W	42.94'
C35	59.96'	150.00'	22°54'07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C37	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C38	68.53'	270.00'	14°32'35"	N 08°14'54" E	68.35'
C39	129.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'



Sheet 5 of 5

PRELIMINARY

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

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

REVISIONS

DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/24/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
MOUNTAIN VIEW LAND DEVELOPERS, LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 5 OF 5

Mountain View West Subdivision Third Replat
FDP Submittal

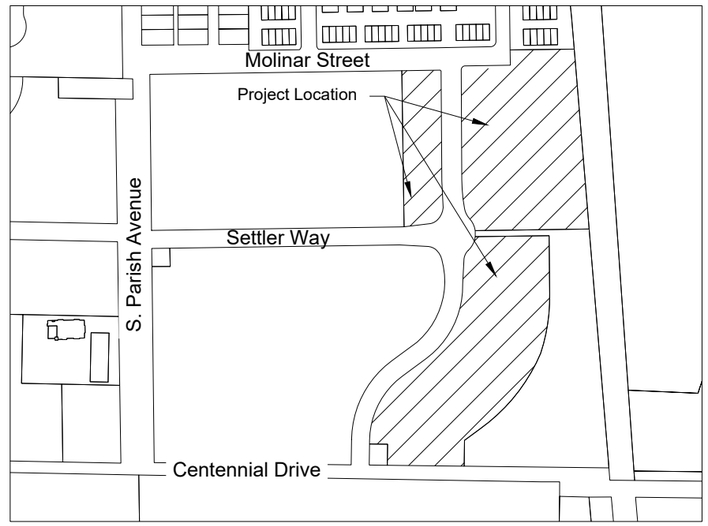
Being a Replat of Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1, Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

Building Information		
Building Type	Number of Buildings	Number of Units
5-plex	15	75
4-plex	5	20
3-plex	10	30
Total	30	125

Land Use				
Hardscape (sf)				
Right-of-Way	Private Drive	Private Sidewalk	Private Parking	Total Hardscape
73,513	53,217	24,216	9,095	159,807
Landscape Area (sf)				
Irrigated Turf	Native Gras Area	Wood Mulch	Rock Mulch	Total Landscape
Rooftop (sf)				
117,186				
Open Space				
Required (30% of site) = 5.2 Acres		Provided = 7.7 Acres		

ROW Dedication	
Street	Area (ac)
Public ROW	1.69
Total ROW Dedication	1.69

Parking Table	
Designation	Count
Required Parking	250 (2 spaces per unit)
Garage Parking	250 (2 per unit)
Surface Parking (Including Handicap Parking)	17
Handicap Parking Provided	3
On-street parking (in ROW)	63
Total Parking Provided	330



Vicinity Map
Not To Scale

Sheet List Table			Revisions				
Page	Sheet Number	Sheet Title	A	B	C	D	E
1	C1.0	Coversheet	✓	✓	✓	✓	
2	C1.1	Overall Site Plan		✓	✓	✓	
3	C1.2	Site Plan	✓	✓	✓	✓	
4	C1.3	Site Plan	✓	✓	✓	✓	
5	C1.4	Site Plan	✓	✓	✓	✓	
6	C1.5	Site Plan	✓	✓	✓	✓	
7	E1	Representative Elevations	✓	✓	✓	✓	
8	E2	Representative Elevations	✓	✓	✓	✓	
9	LT1	Lighting Plan			✓	✓	
10	L1	Overall Landscape	✓	✓	✓	✓	
11	L2	Landscape Plan	✓	✓	✓	✓	
12	L3	Landscape Plan	✓	✓	✓	✓	
13	L4	Landscape Plan	✓	✓	✓	✓	
14	L5	Landscape Plan	✓	✓	✓	✓	
15	L6	Landscape Plan	✓	✓	✓	✓	
16	L7	Landscape Plan	✓	✓	✓	✓	
17	L8	Landscape Plan	✓	✓	✓	✓	
18	L9	Landscape Plan			✓	✓	
19	L10	Landscape Details	✓	✓	✓	✓	
20	L11	Landscape Details	✓	✓	✓	✓	
21	L12	Water Use Plan	✓	✓	✓	✓	
22	L13	Water Use Plan	✓	✓	✓	✓	

Notes:

1. This FDP is subject to Mountain View West PUD design guidelines as well as Town of Johnstown codes, guidelines, and standards.
2. Construction details are noted in approved civil engineering construction plans that accompanied this FDP.
3. All private drives, common open spaces, and stormwater facilities will be owned and maintained by master HOA association.
4. Final architectural elevations and model home plans will be reviewed prior to permitting.
5. All trails through the site are considered open to the public for access through the site as part of a walkable community.

Legal Description

Being a Replat of Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1, Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

Project Contacts

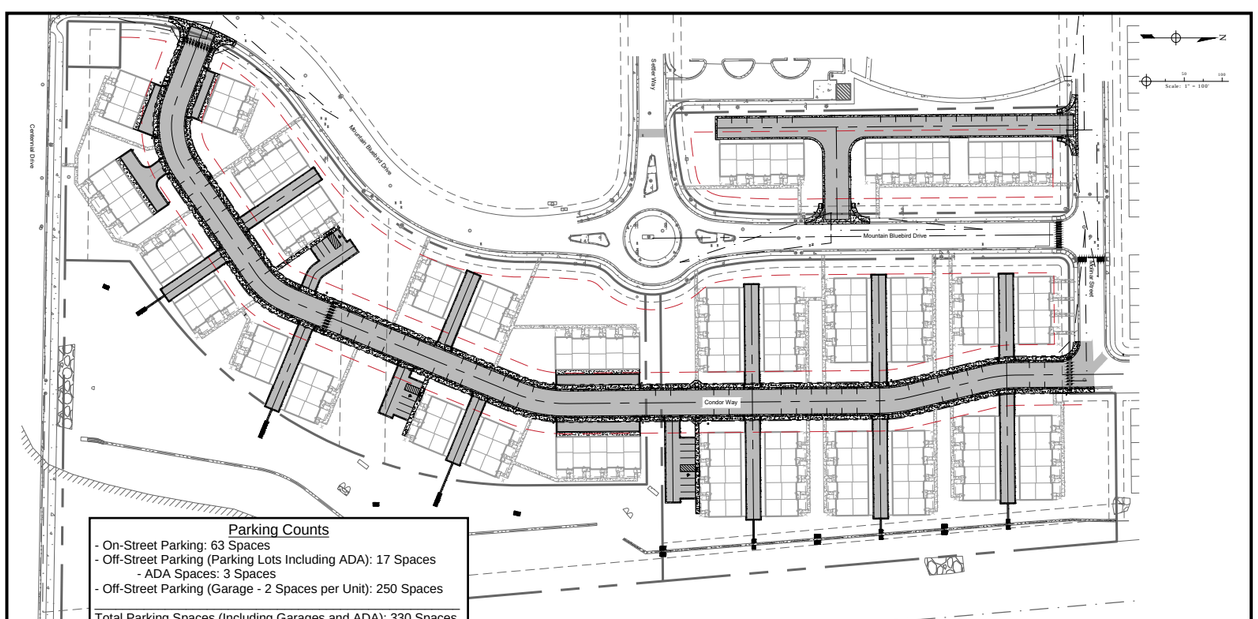
Owner/Applicant
Mountain View Land Developers, LLC
3780 West 10th Street, Suite 200
Greeley, CO 80634
(970)702-2051

Civil Engineer
LandOne Engineering, LLC
Daniel Hull, P.E.
Dan@landone.co
Civil Engineer
361 71st Avenue #100
Greeley, CO 80634
970-290-8190

Surveyor
Jason Allee
Lat40, Inc.
6250 West 10th Street #2
Greeley, CO 80634
(970) 515-5294
jasona@lat40pls.com

Landscape Architect
Ripley Design, Inc.
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
(970) 224-5828

Town of Johnstown
450 S Parish Ave,
Johnstown, CO 80534
Phone: 970-587-4664



Parking Counts
- On-Street Parking: 63 Spaces
- Off-Street Parking (Parking Lots Including ADA): 17 Spaces
  - ADA Spaces: 3 Spaces
- Off-Street Parking (Garage - 2 Spaces per Unit): 250 Spaces

Total Parking Spaces (Including Garages and ADA): 330 Spaces

Mountain View II | **Parking Exhibit** | LANDONE engineering 970-632-2311

Item #9.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

Preliminary
Not for
Construction

Job Number 22-018
Checked By DH
Date 04/07/2023

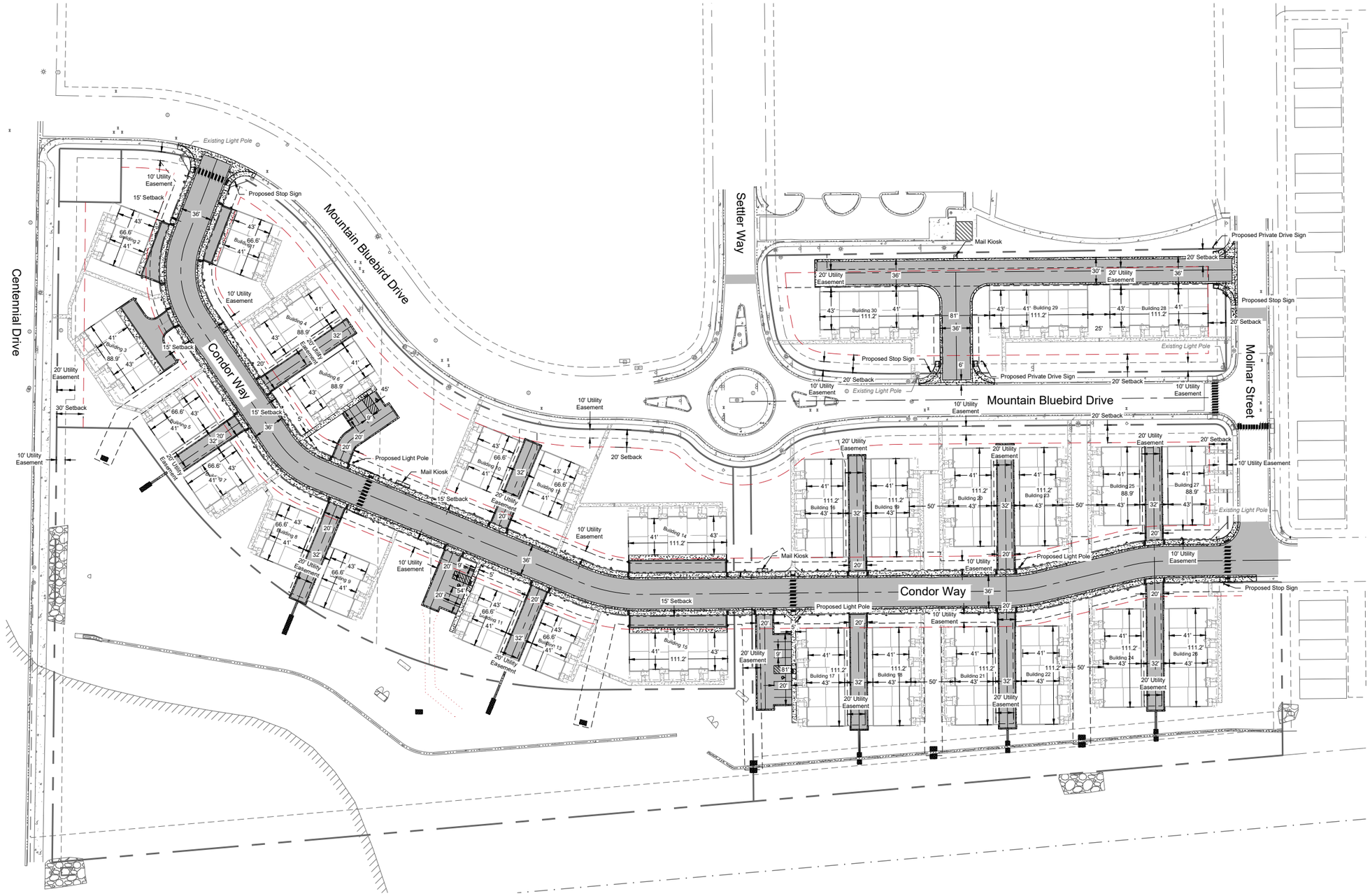
LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG

Rev. No.	Date	Revision Description
A	10/28/2022	1st FDP Submittal
B	12/23/2022	2nd FDP Submittal
C	02/23/2023	3rd FDP Submittal
D	04/07/2023	4th FDP Submittal

Mountain View West Subdivision Third Replat
FDP Submittal
Coversheet
Johnstown, CO

Sheet C 141



Item #9.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

Preliminary
Not for
Construction

Job Number	22-018
Checked By	DH
Date	04/07/2023

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

Revision Description

Rev. No.	Date	Revision Description
A	10/28/2022	1st FDP Submittal
B	12/23/2022	2nd FDP Submittal
C	02/23/2023	3rd FDP Submittal
D	04/07/2023	4th FDP Submittal

Mountain View West Subdivision Third Replat
FDP Submittal

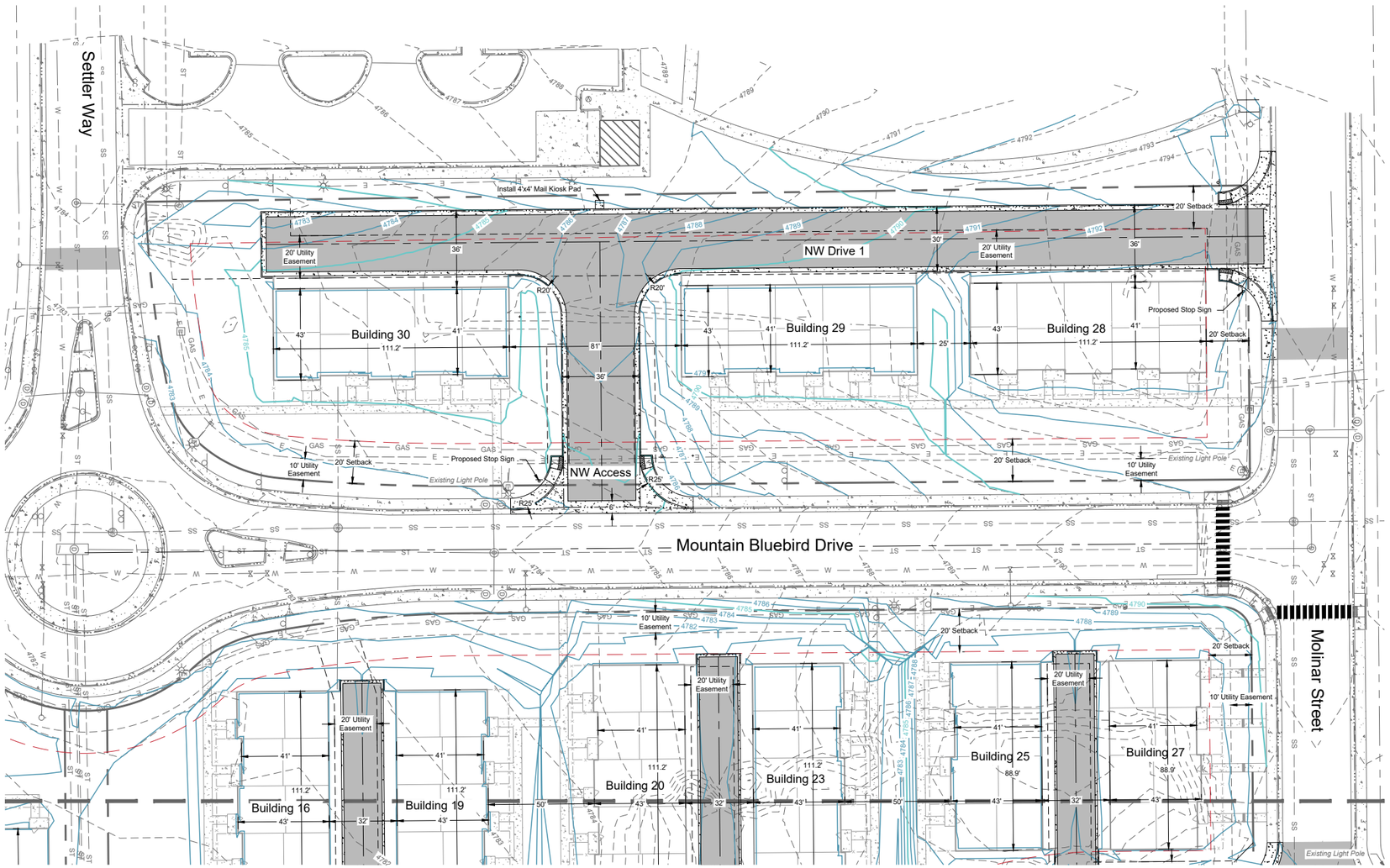
Overall Site Plan

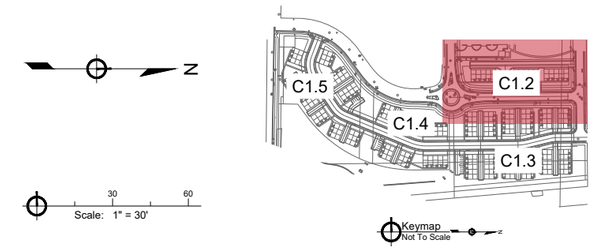
Johnstown, CO

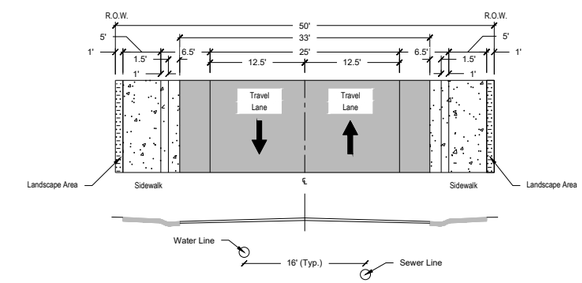
Sheet C 142

L:\Landone.co\22-015 Mountain View II - Documents\CADD\Sheets\FDP\Overall Site Plan 22-015.dwg, 4/10/2023 4:39:22 PM, Jennilinn, LandOne Engineering

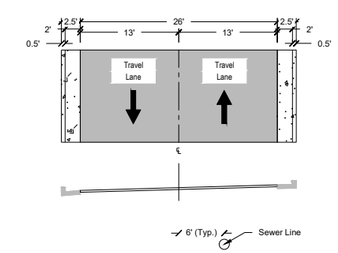
Item #9.



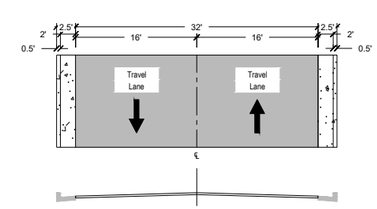




Modified Residential Local Street Condor Way



NW Drive 1



NW Access

Lot ID and Purpose

- Lot 2, Block 2 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 3, Tract A Mountain View West Subdivision 1st Replat of Block 1 Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 4 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

Preliminary
Not for
Construction

Job Number	22-018
Checked By	DH
Date	04/07/2023

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG.

Revision Description

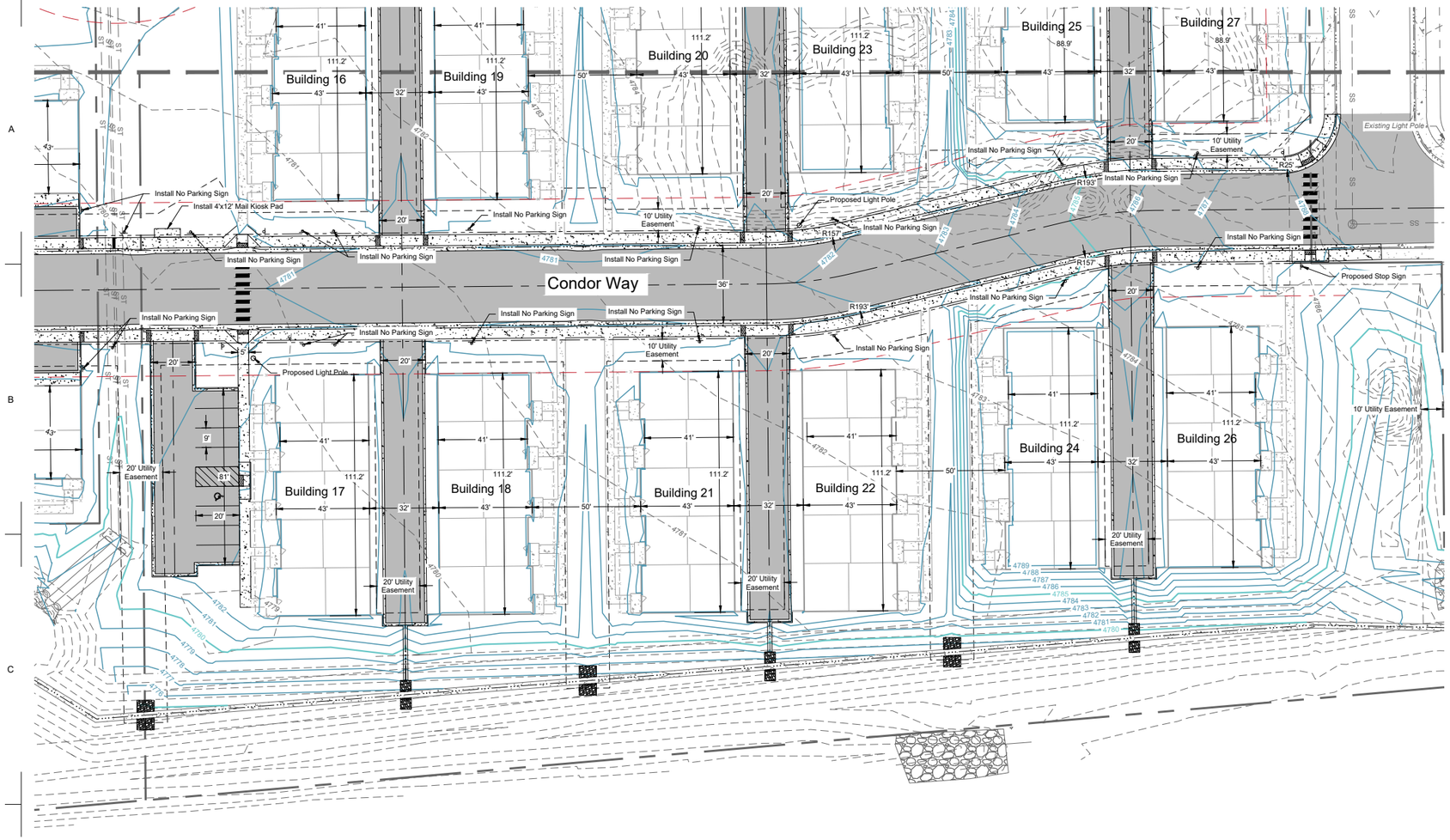
Rev. No.	Date	Revision Description
A	10/28/2022	1st FDP Submittal
B	12/23/2022	2nd FDP Submittal
C	02/23/2023	3rd FDP Submittal
D	04/07/2023	4th FDP Submittal

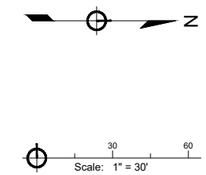
Mountain View West Subdivision Third Replat
FDP Submittal

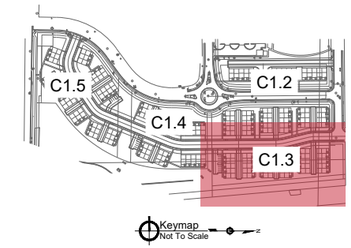
Site Plan

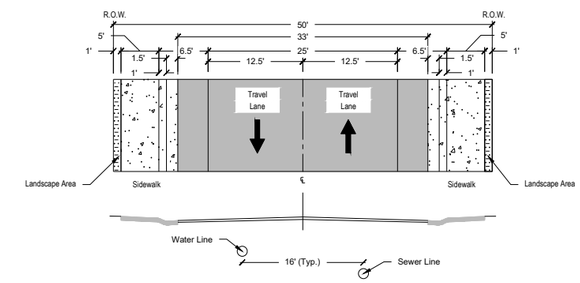
Johnstown, CO

Sheet C 143

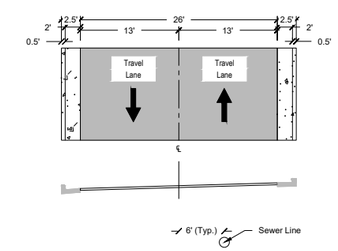




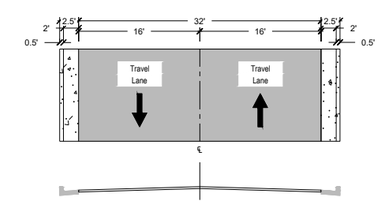




Modified Residential Local Street Condor Way



NW Drive 1



NW Access

Lot ID and Purpose

- Lot 2, Block 2 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 3, Tract A Mountain View West Subdivision 1st Replat of Block 1 Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 4 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.

Item #9.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

Preliminary
Not for
Construction

Job Number	22-018
Checked By	DH
Date	04/07/2023

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG.

Rev. No.	Date	Revision Description
A	10/28/2022	1st FDP Submittal
B	12/23/2022	2nd FDP Submittal
C	02/23/2023	3rd FDP Submittal
D	04/07/2023	4th FDP Submittal

Mountain View West Subdivision Third Replat
FDP Submittal

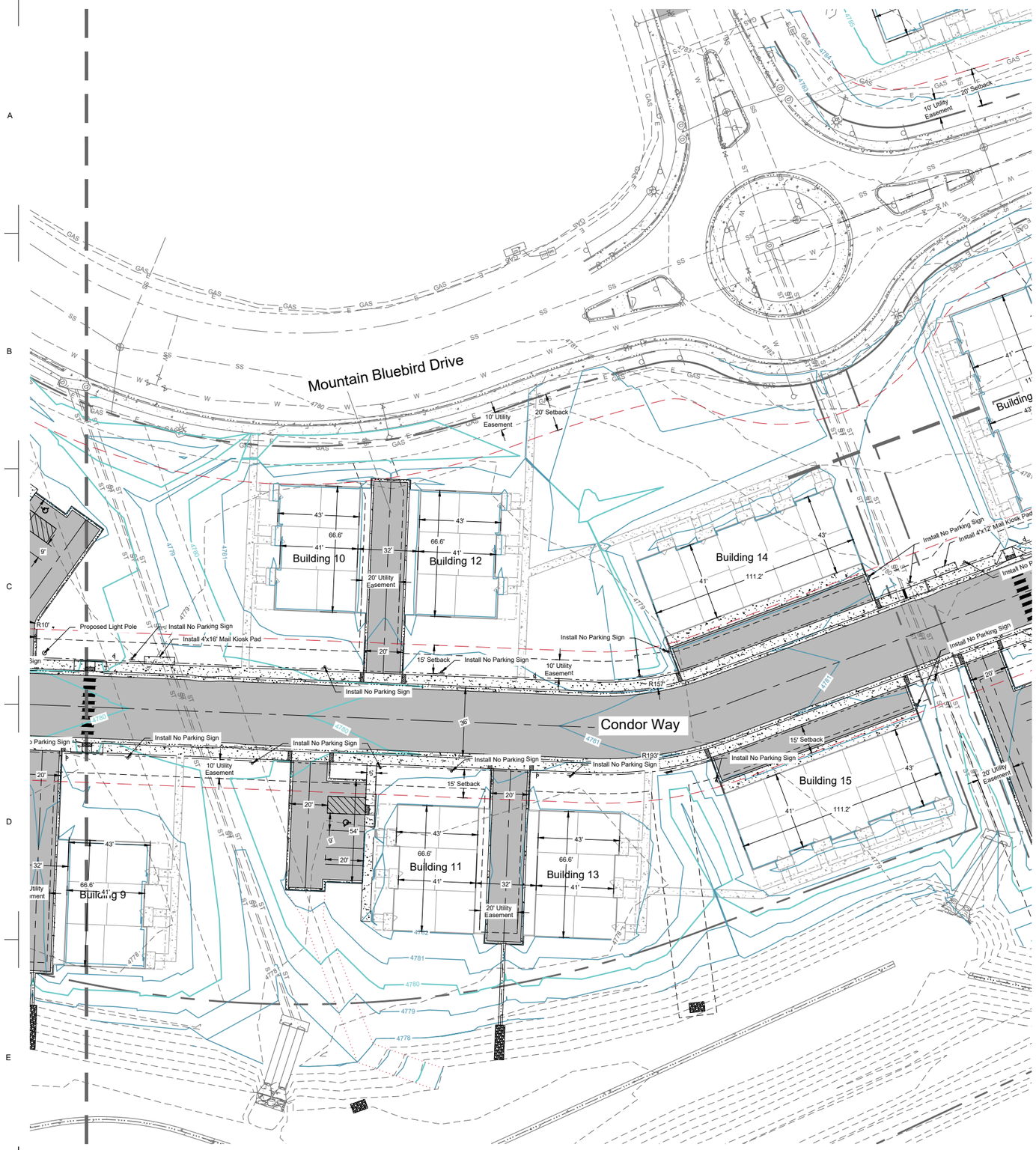
Site Plan

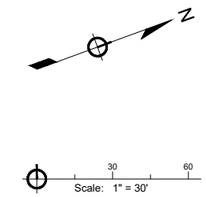
Johnstown, CO

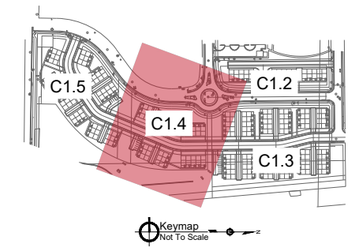
Sheet C 144

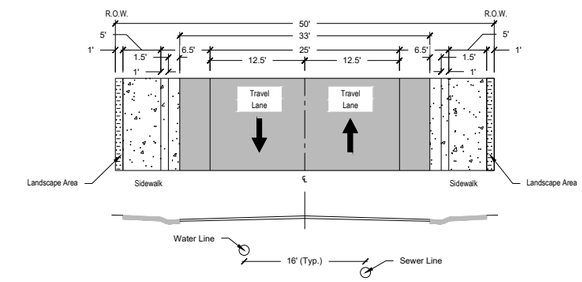
L:\Landone.co\22-015 Mountain View II - Documents\CADD\Sheets\FDP\Site Plan 22-015.dwg, 4/10/2023 4:39:29 PM, Jennilinn, LandOne Engineering

Item #9.

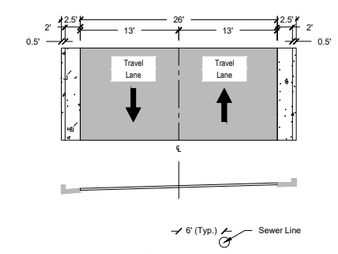




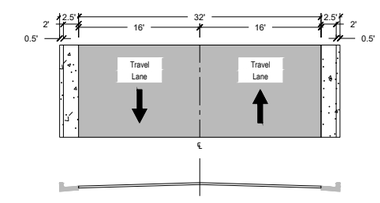




Modified Residential Local Street Condor Way



NW Drive 1



NW Access

Lot ID and Purpose

- Lot 2, Block 2 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 3, Tract A Mountain View West Subdivision 1st Replat of Block 1 Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 4 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.

LandOne engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

Preliminary
Not for
Construction

Job Number	22-018
Checked By	DH
Date	04/07/2023

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

Rev. No.	Date	Revision Description
A	10/28/2022	1st FDP Submittal
B	12/23/2022	2nd FDP Submittal
C	02/23/2023	3rd FDP Submittal
D	04/07/2023	4th FDP Submittal

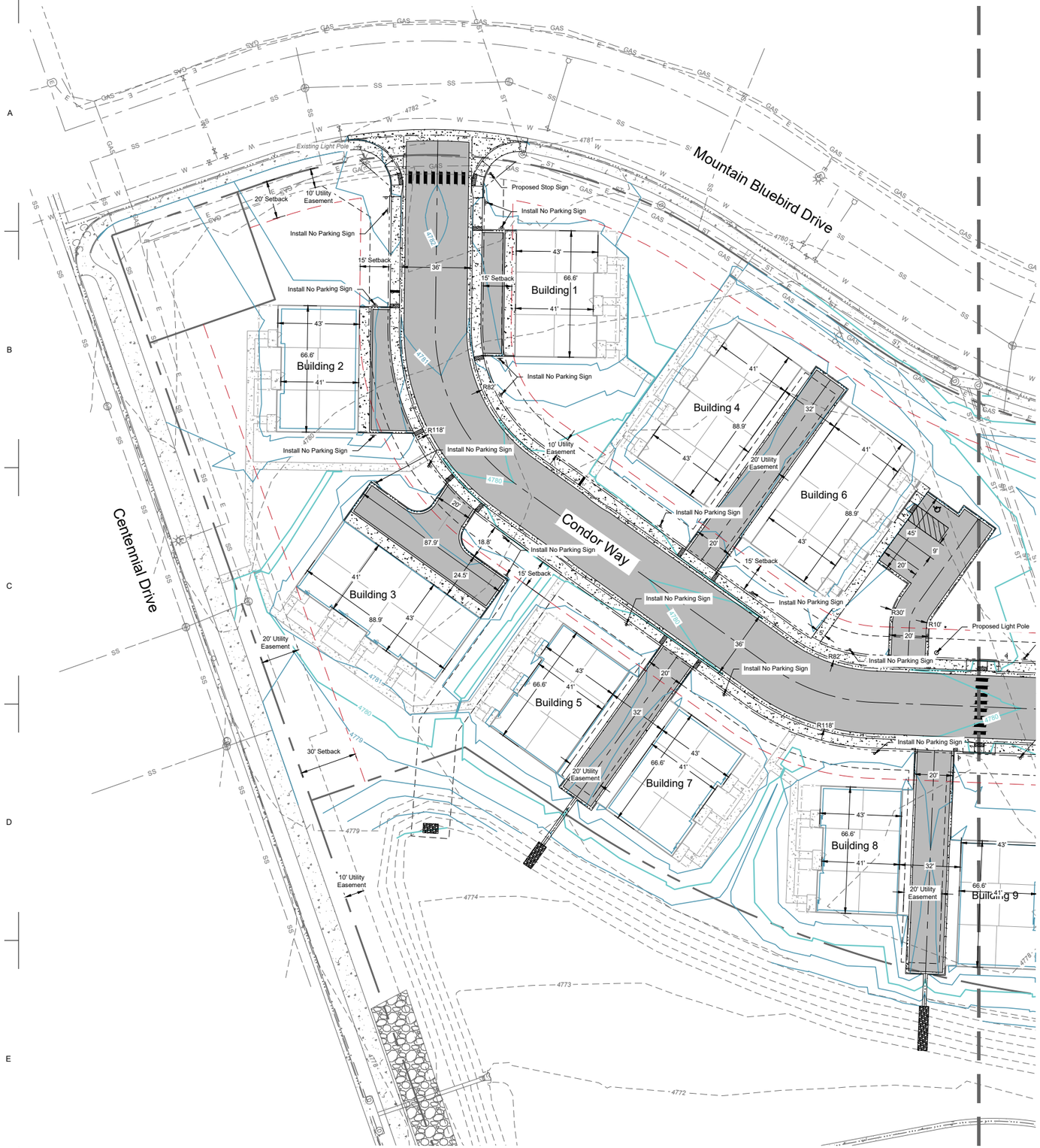
Mountain View West Subdivision Third Replat
FDP Submittal

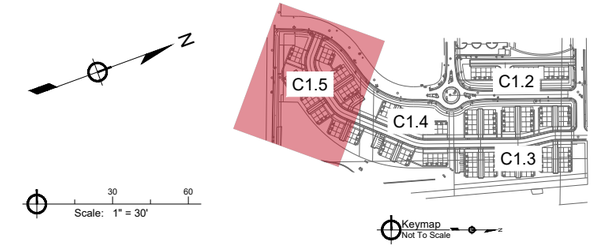
Site Plan

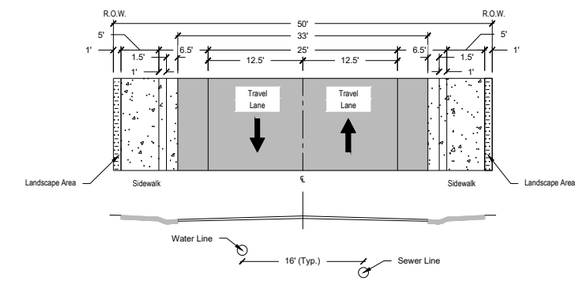
Johnstown, CO

Sheet C 145

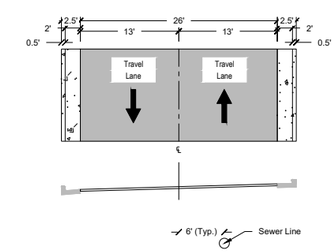
L:\Landone.co\22-015 Mountain View II - Documents\CADD\Sheets\FDP\Site Plan 22-015.dwg, 4/10/2023 4:39:31 PM, Jennilinn, LandOne Engineering



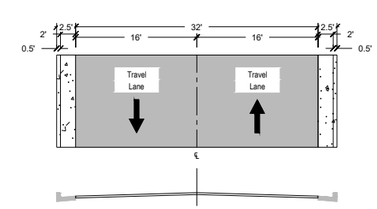




Modified Residential Local Street Condor Way



NW Drive 1



NW Access

Lot ID and Purpose

- Lot 2, Block 2 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 3, Tract A Mountain View West Subdivision 1st Replat of Block 1 Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.
- Block 4 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado.

Item #9.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

Preliminary
Not for
Construction

Job Number	22-018
Checked By	DH
Date	04/07/2023

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

COLORADO 811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG

Revision Description

Rev. No.	Date	Revision Description
A	10/28/2022	1st FDP Submittal
B	12/23/2022	2nd FDP Submittal
C	02/23/2023	3rd FDP Submittal
D	04/07/2023	4th FDP Submittal

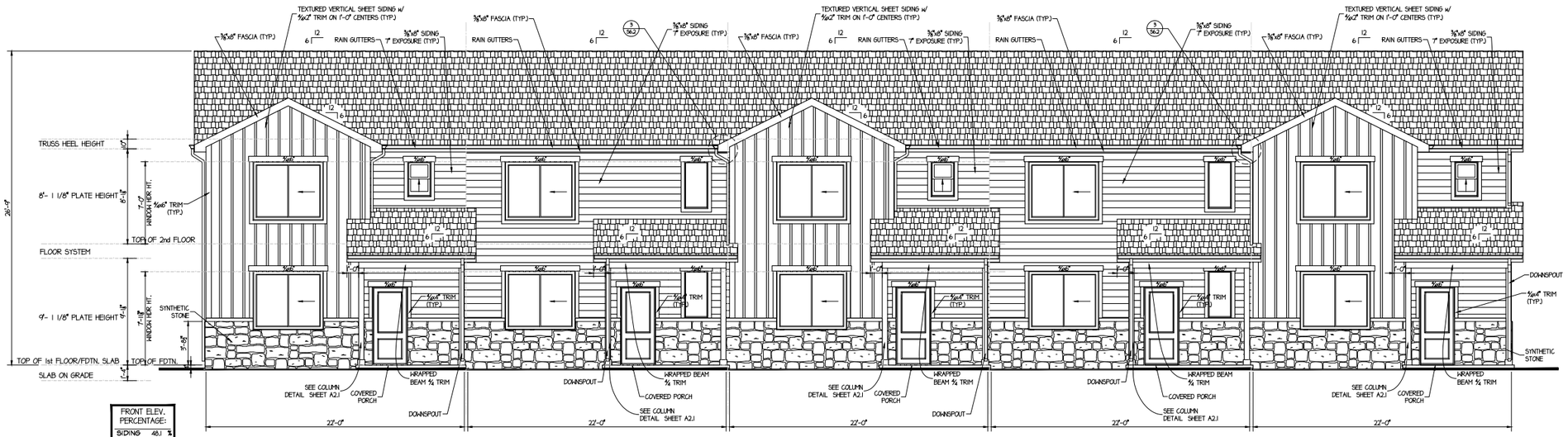
Mountain View West Subdivision Third Replat
FDP Submittal

Site Plan

Johnstown, CO

Sheet C 146

L:\Landone.co\22-015 Mountain View II - Documents\CADD\Sheets\FDP\Site Plan 22-015.dwg, 4/10/2023 4:39:34 PM, Jennilinn, LandOne Engineering



FRONT ELEV. PERCENTAGE:	
SIDING	48.1 %
STONE	34.2 %
DOORS	4.8 %
WINDOWS	15.9 %
TOTAL	100 %

FRONT ELEVATION
END UNIT - LEFT

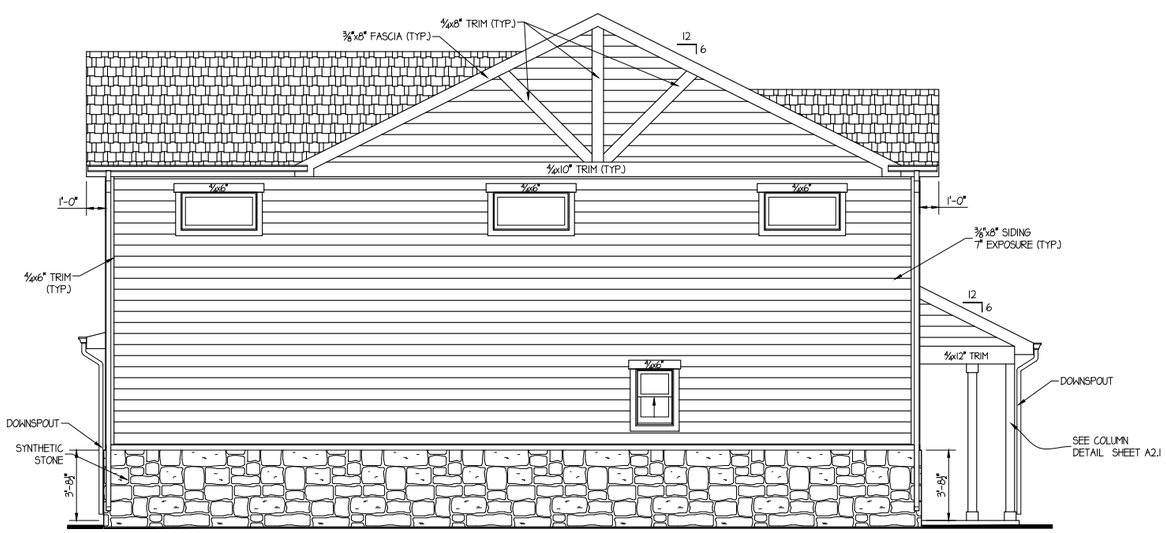
FRONT ELEVATION
MIDDLE UNIT

FRONT ELEVATION
MIDDLE UNIT

FRONT ELEVATION
MIDDLE UNIT

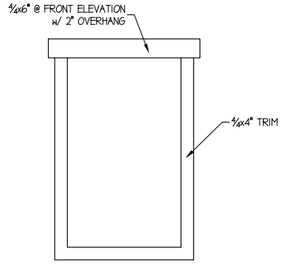
FRONT ELEVATION
END UNIT - RIGHT

SCALE: 3/16" = 1'-0"



FRONT ELEV. PERCENTAGE:	
SIDING	74.7 %
STONE	22.6 %
DOORS	0.0 %
WINDOWS	2.7 %
TOTAL	100 %

LEFT ELEVATION



TYPICAL EXTERIOR WINDOW TRIM DETAIL

ELEVATION NOTES:

HEADERS:
- WINDOWS
  - -- 1st FLOOR HT. = 7'-11 3/8"
  - -- 2nd FLOOR HT. = 7'-0"
- DOORS
  - -- FRONT DOOR = 6'-8"

EXTERIOR:
- ALL VENTS THROUGH THE ROOF SHALL BE LOCATED ON THE SIDE OR THE REAR SLOPING ROOF SECTIONS.
- SOFFITS WILL EITHER BE VENTED MATERIAL OR HAVE ADEQUATE VENTING CUT IN DEPENDING ON AVAILABILITY OF MATERIAL.

GUTTER & DOWNSPOUTS:

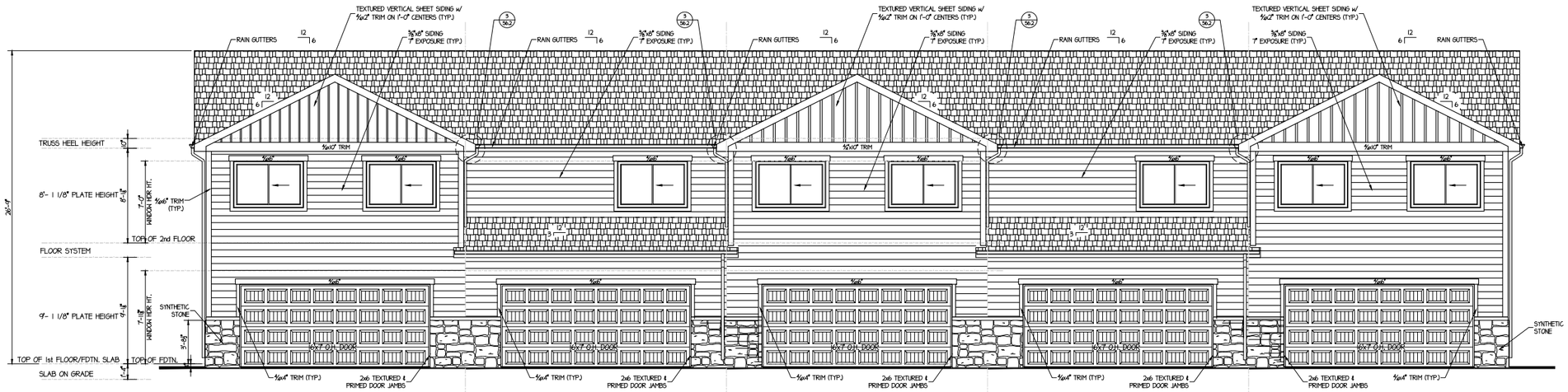
REVISIONS

©2017 Ba

BAES
HO
Greeley,
970-3

FRONT - LEFT ELEVATIONS
5 - PLEX

Proposed Residence:
0000 Street Lane - Lot 00, Blk. 00,



FRONT ELEV. PERCENTAGE:	
SIDING	23.5 %
STONE	43.5 %
DOORS	25.7 %
WINDOWS	7.3 %
TOTAL	100 %

REAR ELEVATION
RIGHT END UNIT

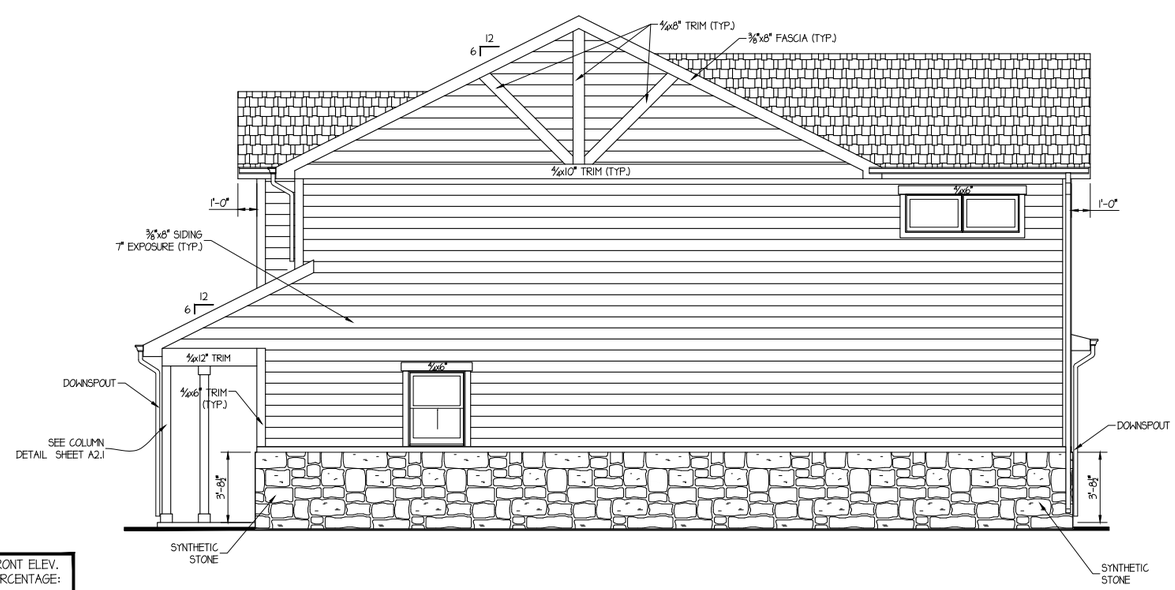
REAR ELEVATION
MIDDLE UNIT

REAR ELEVATION
MIDDLE UNIT

REAR ELEVATION
MIDDLE UNIT

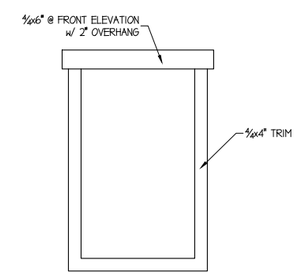
REAR ELEVATION
LEFT END UNIT

SCALE: 3/16" = 1'-0"



FRONT ELEV. PERCENTAGE:	
SIDING	73.0 %
STONE	24.7 %
DOORS	0.0 %

RIGHT ELEVATION



TYPICAL EXTERIOR WINDOW TRIM DETAIL

ELEVATION NOTES:

HEADERS:
- WINDOWS
  - -- 1st FLOOR HT. = 7'-11 3/8"
  - -- 2nd FLOOR HT. = 7'-0"
- DOORS
  - -- FRONT DOOR = 6'-8"

EXTERIOR:
- ALL VENTS THROUGH THE ROOF SHALL BE LOCATED ON THE SIDE OR THE REAR SLOPING ROOF SECTIONS.
- SOFFITS WILL EITHER BE VENTED MATERIAL OR HAVE ADEQUATE VENTING CUT IN DEPENDING ON AVAILABILITY OF MATERIAL.

GUTTER & DOWNSPOUTS:

©2017 Ba

BAES
HO
Greeley,
970-3

REAR - RIGHT ELEVATIONS
5 - PLEX

Proposed Residence:
0000 Street Lane – Lot 00, Blk. 00,

Item #9.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

Preliminary
Not for
Construction

Job Number	22-018
Checked By	DH
Date	04/07/2023

LandOne Engineering, LLC assumes no responsibility for existing utility locations (horizontal or vertical). The existing utilities shown on this drawing have been plotted from the best available information. It is however the responsibility of the contractor to verify the location of all the utilities prior to the commencement of any construction activities.

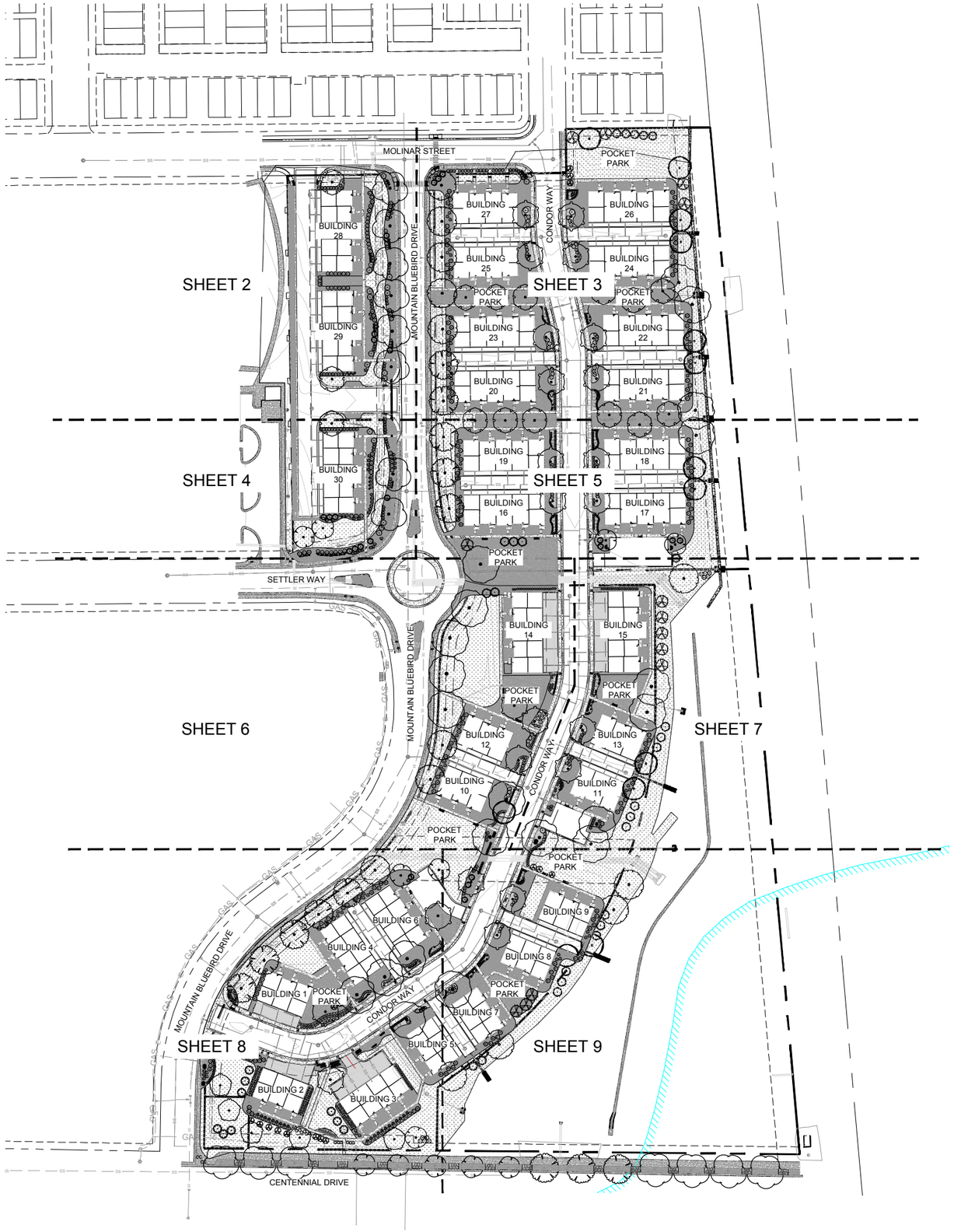
COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

Rev. No.	Date	Revision Description
A	10/28/2022	1st FDP Submittal
B	12/23/2022	2nd FDP Submittal
C	02/23/2023	3rd FDP Submittal
D	04/07/2023	4th FDP Submittal

Mountain View West Subdivision Third Replat
FDP Submittal
Johnstown, CO

Sheet 149

L:\Landone.co\22-015 Mountain View II - Documents\CADD\Sheets\FDP\Overall Site Plan 22-015.dwg, 4/10/2023 4:39:22 PM, Jennilinn, LandOne Engineering



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE
	= PROPERTY BOUNDARY
	= MATCH LINE
	= LOT LINE
	= SETBACK
	= EASEMENT
	= RIGHT OF WAY
	= STORMWATER UTILITY
	= WATER UTILITY
	= SANITARY SEWER UTILITY
	= PROPOSED PRIVACY FENCE
	= PROPOSED 3' FENCE
	= PROPOSED GRADING
	= EXISTING SANITARY SEWER
	= EXISTING GAS LINE
	= EXISTING ELECTRIC LINE
	= EXISTING WATER LINE
	= EXISTING STORMWATER UTILITY
	= EXISTING TOPOGRAPHY
	= LANDSCAPE BOULDERS
	= GAS METER
	= FIRE HYDRANT

Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripley
LANDSCAPE ARCHITECTUR

419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 40
SCALE: 1"=
ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

OVERALL LA
PLAN

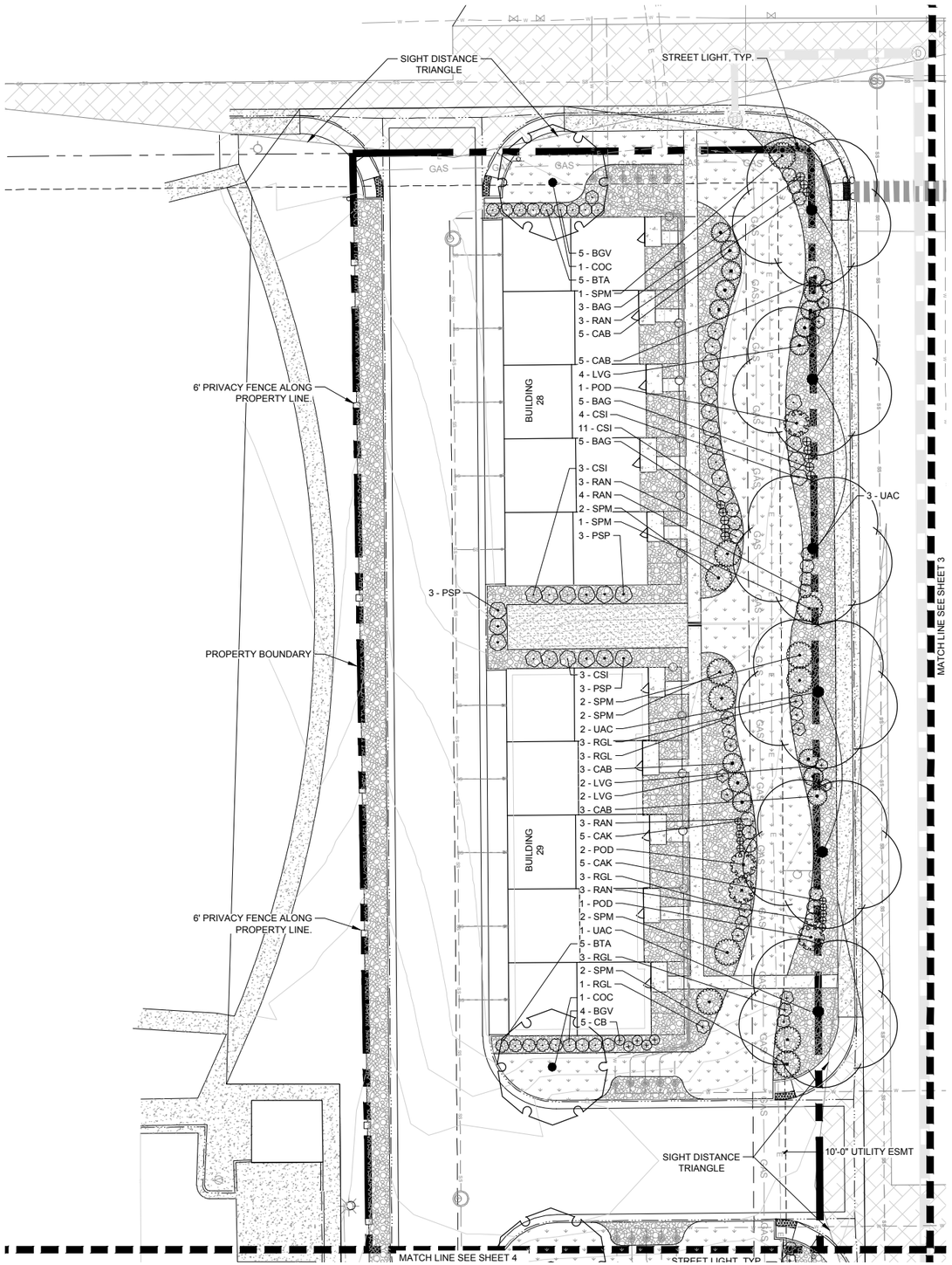
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

150

PROJECT No.:	R22-042
DRAWN BY:	AC

Layout: Overall Landscape Plan **Printed On:** 4/10/2023 12:53 PM **File Name:** Landscape Plan - North.dwg



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

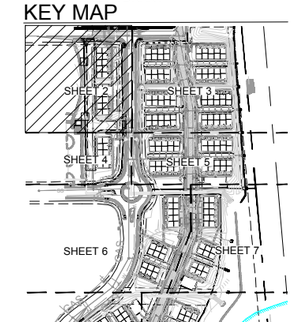
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER
EP	PURPLE EMPEROR CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripleyd
LANDSCAPE ARCHITECTUR
419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=
ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

LANDSCAP

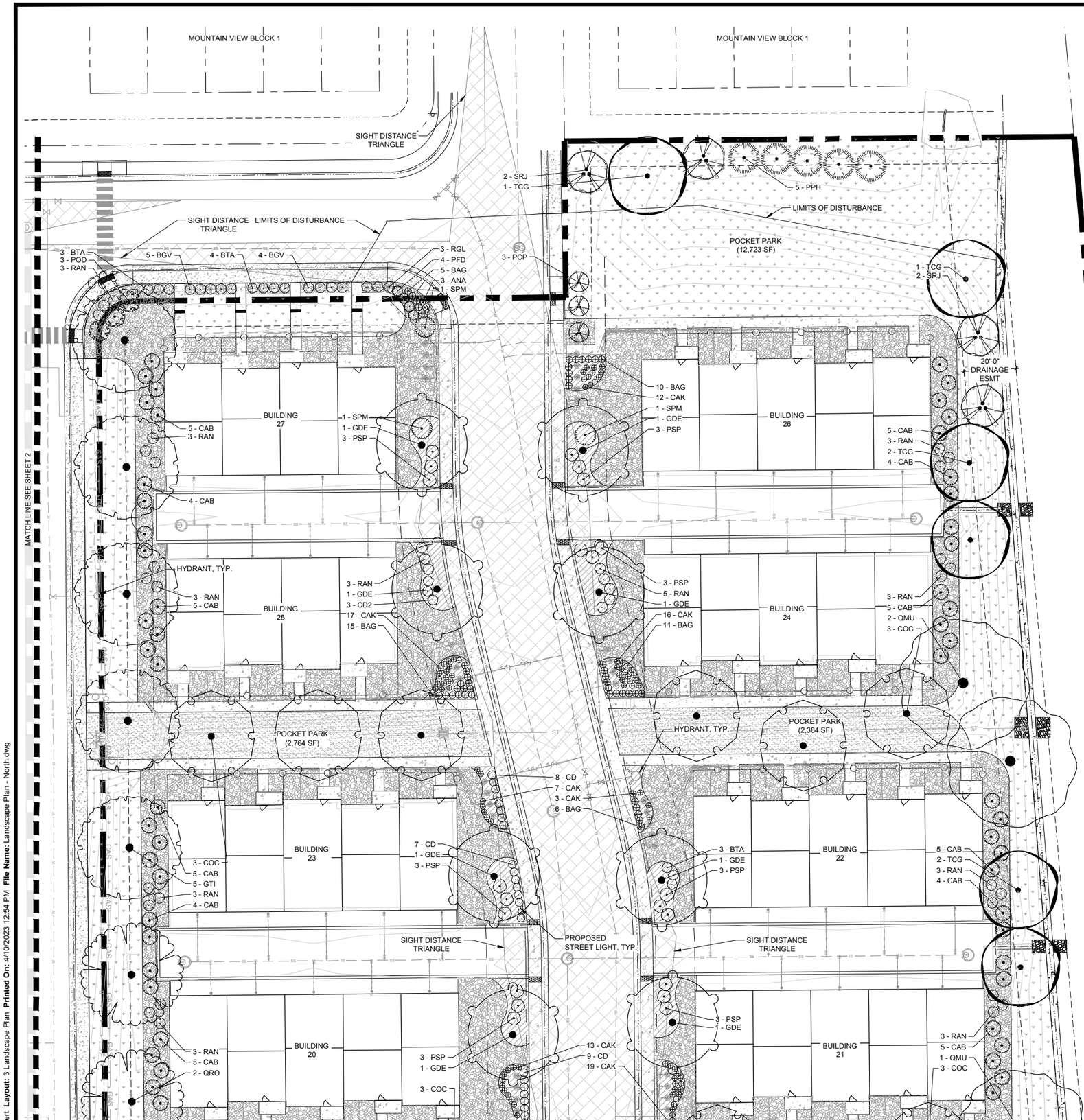
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

151

PROJECT No.:	R22-042
DRAWN BY:	AC

Layout: 2 Landscape Plan **Printed On:** 4/10/2023 12:53 PM **File Name:** Landscape Plan - North.dwg



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

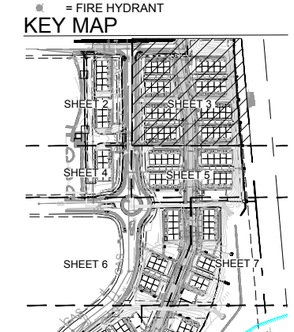
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER
EP	PURPLE EMPEROR CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripleyd
LANDSCAPE ARCHITECTUR
419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=
ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

LANDSCAP

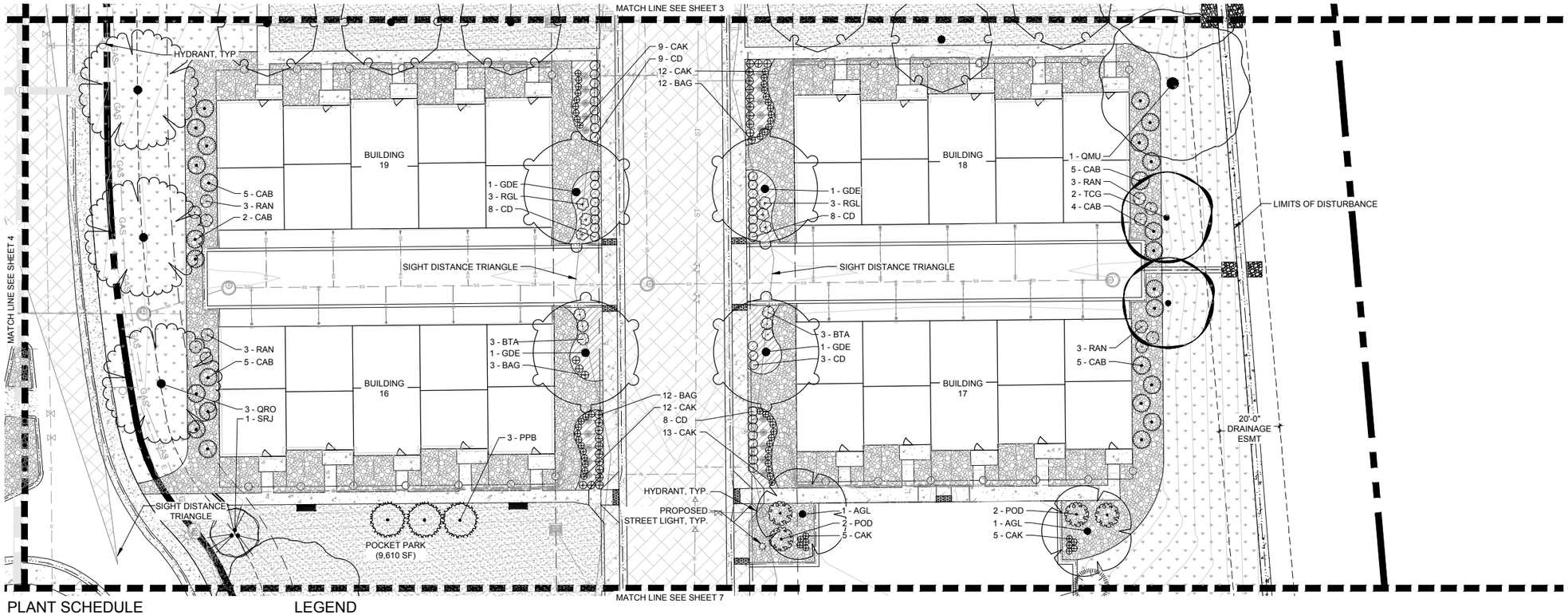
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

152

PROJECT No.:	R22-042
DRAWN BY:	AG

Layout: 3 Landscape Plan **Printed On:** 4/10/2023 12:54 PM **File Name:** Landscape Plan - North.dwg



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

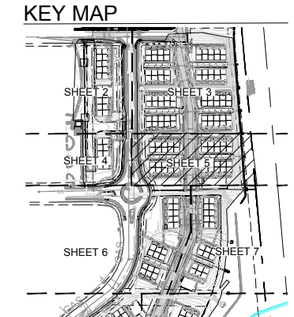
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER
EP	PURPLE EMPEROR CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripley

LANDSCAPE ARCHITECTUR

419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

LANDSCAP

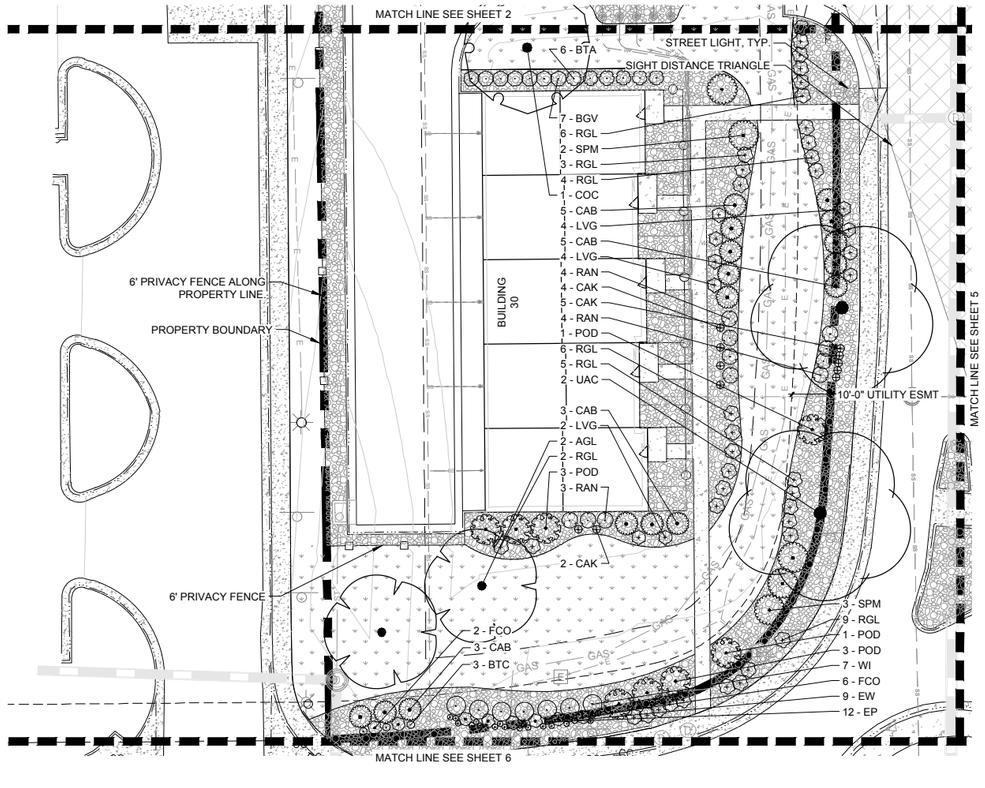
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

153

PROJECT No.:	R22-042
DRAWN BY:	AC

Layout: 5 Landscape Plan **Printed On:** 4/10/2023 12:54 PM **File Name:** Landscape Plan - North.dwg



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

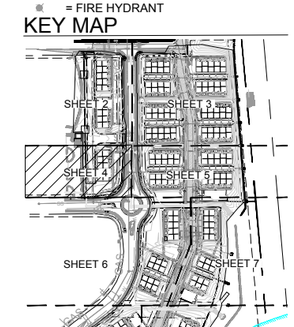
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER
EP	PURPLE EMPEROR CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripleyd
LANDSCAPE ARCHITECTUR

419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

LANDSCAP

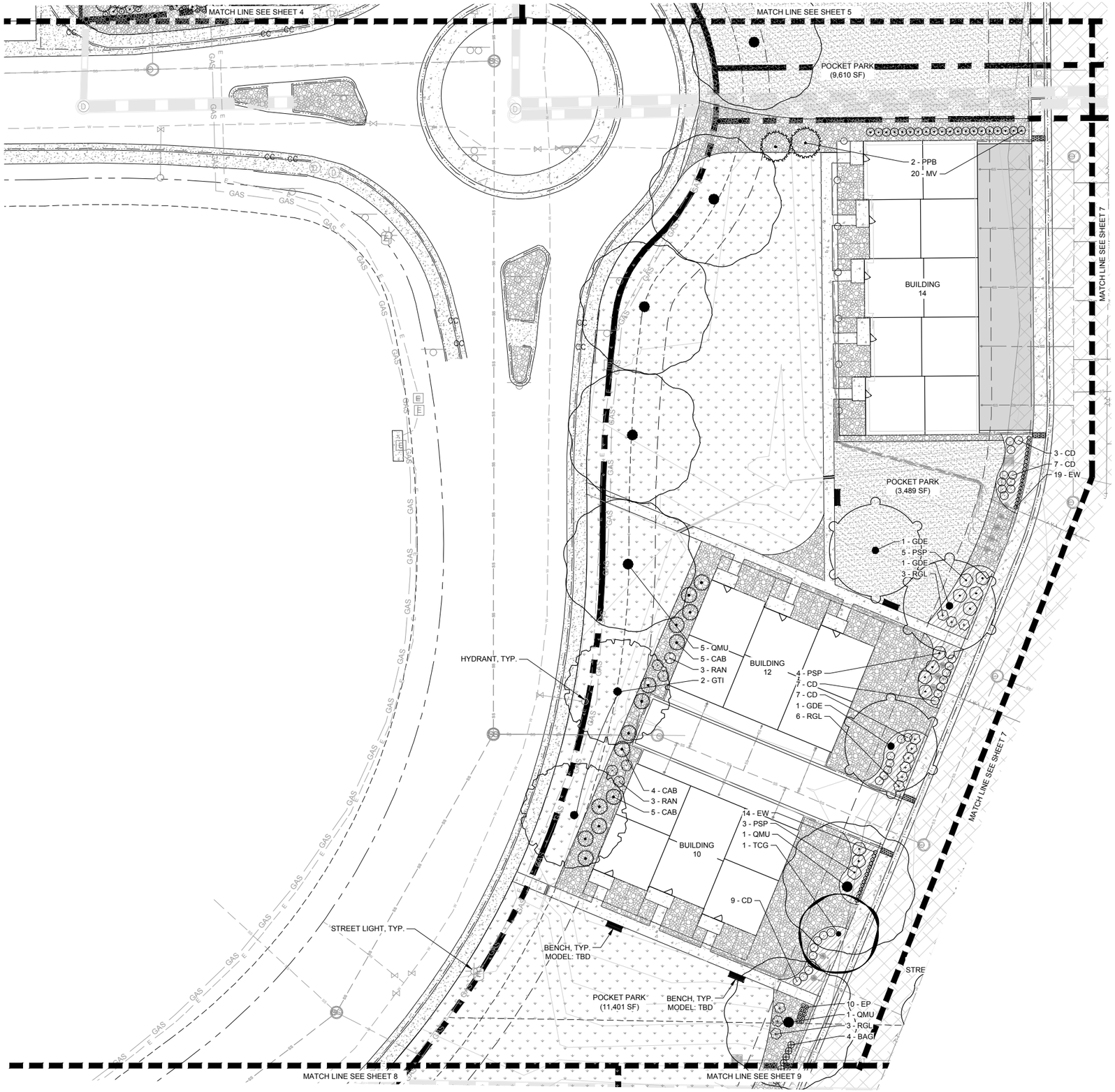
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

154

PROJECT No.:	R22-042

Layout: 4 Landscape Plan **Printed On:** 4/10/2023 12:54 PM **File Name:** Landscape Plan - North.dwg



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

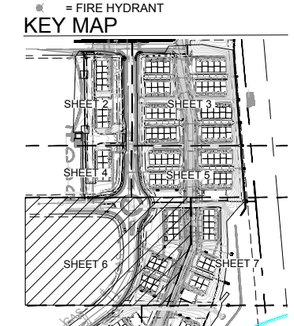
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER
EP	PURPLE EMPEROR CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripleyd
LANDSCAPE ARCHITECTUR
419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

LANDSCAP

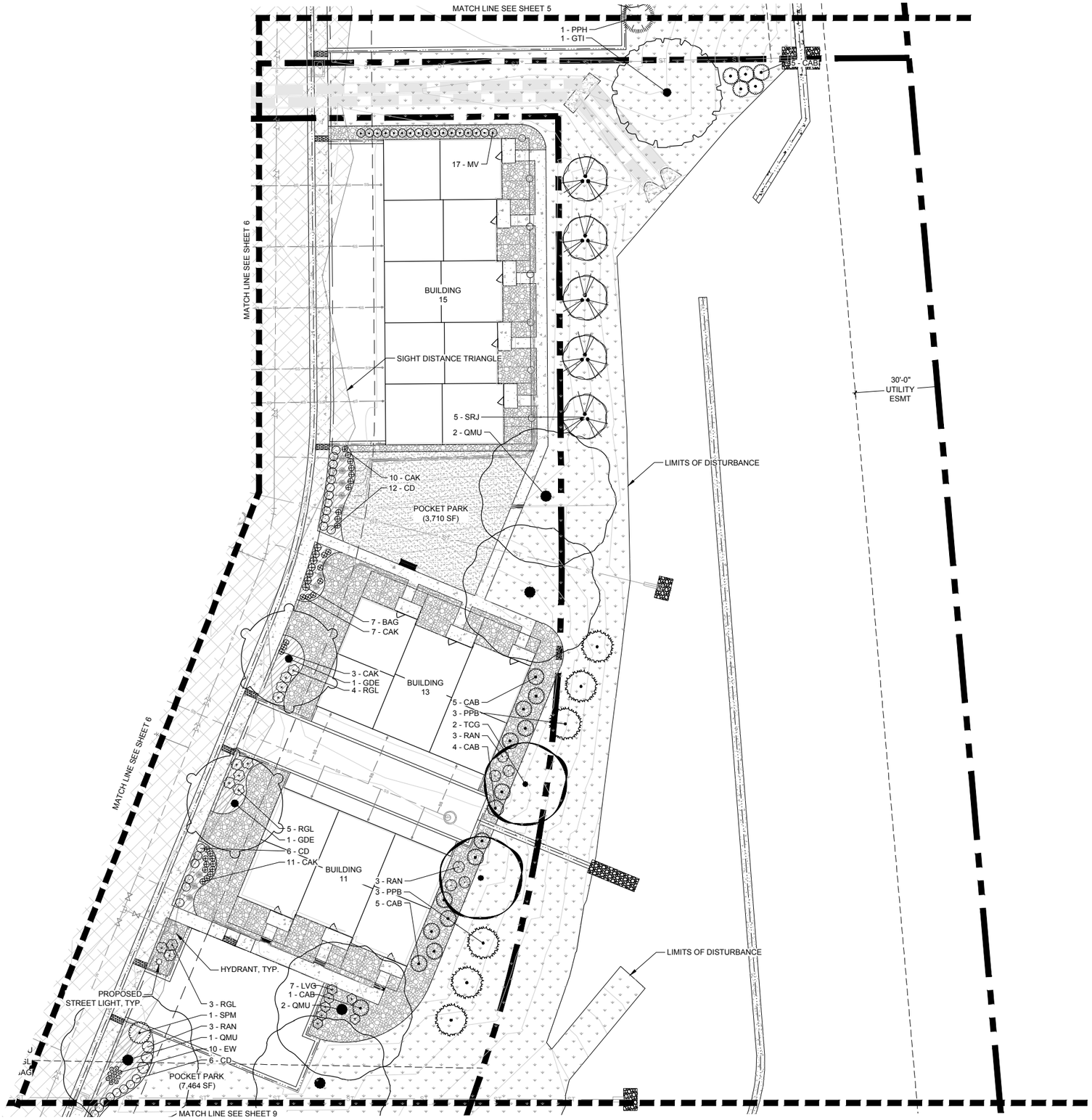
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

155

PROJECT No.:	R22-042

Layout: 6 Landscape Plan **Printed On:** 4/10/2023 12:54 PM **File Name:** Landscape Plan - North.dwg



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

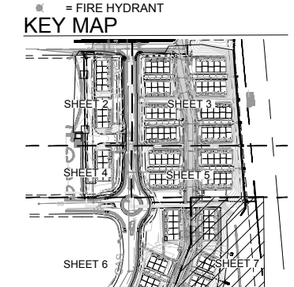
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER
EP	PURPLE EMPEROR CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripley
LANDSCAPE ARCHITECTUR

419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

LANDSCAP

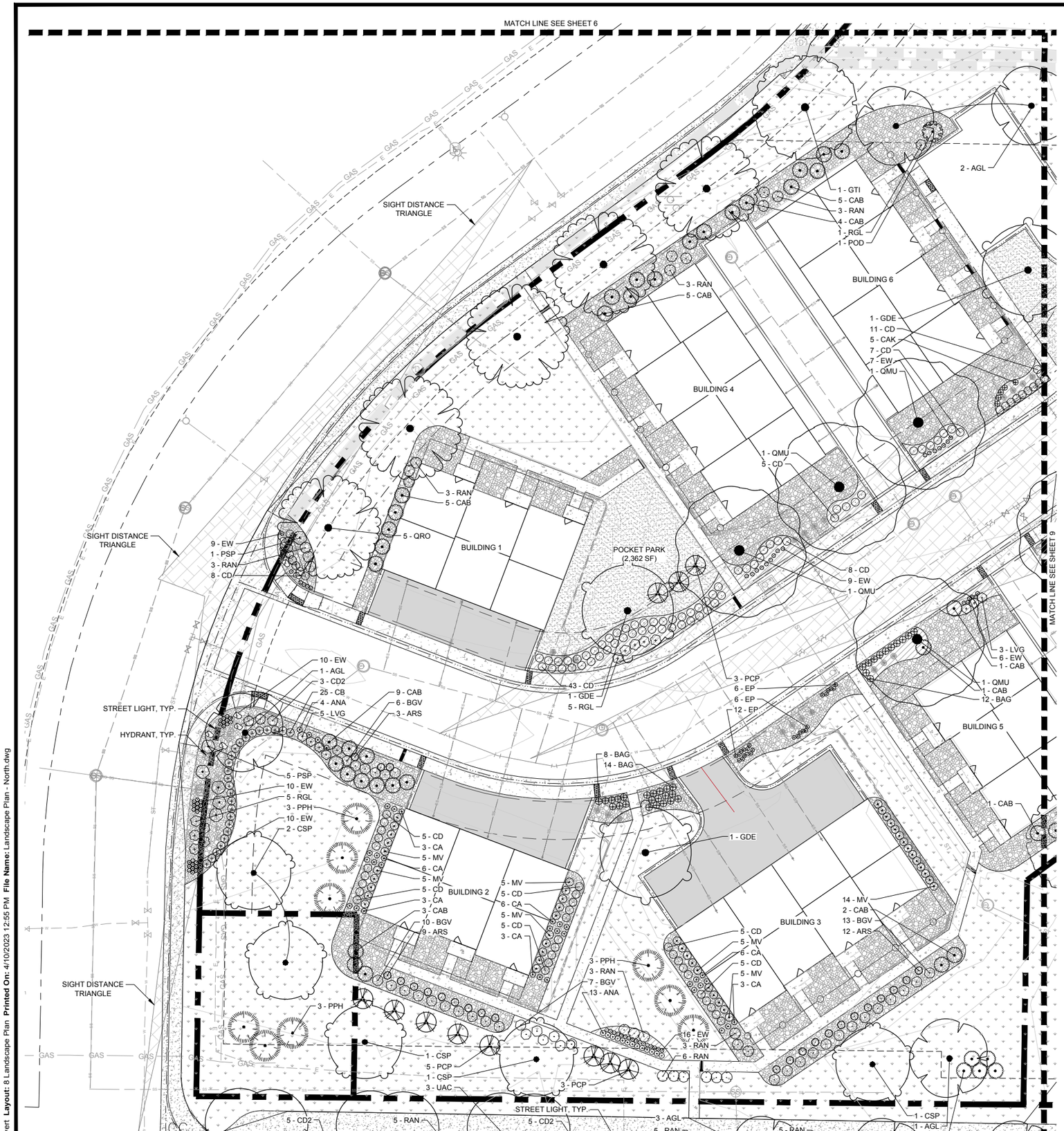
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

156

PROJECT No.:	R22-042
DRAWN BY:	AC

Layout: 7 Landscape Plan **Printed On:** 4/10/2023 12:55 PM **File Name:** Landscape Plan - North.dwg



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

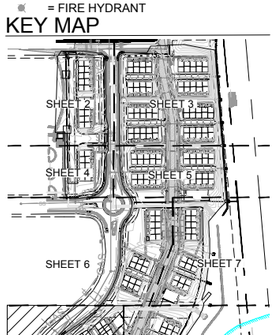
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER
EP	PURPLE EMPEROR CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripleyd
LANDSCAPE ARCHITECTUR
419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

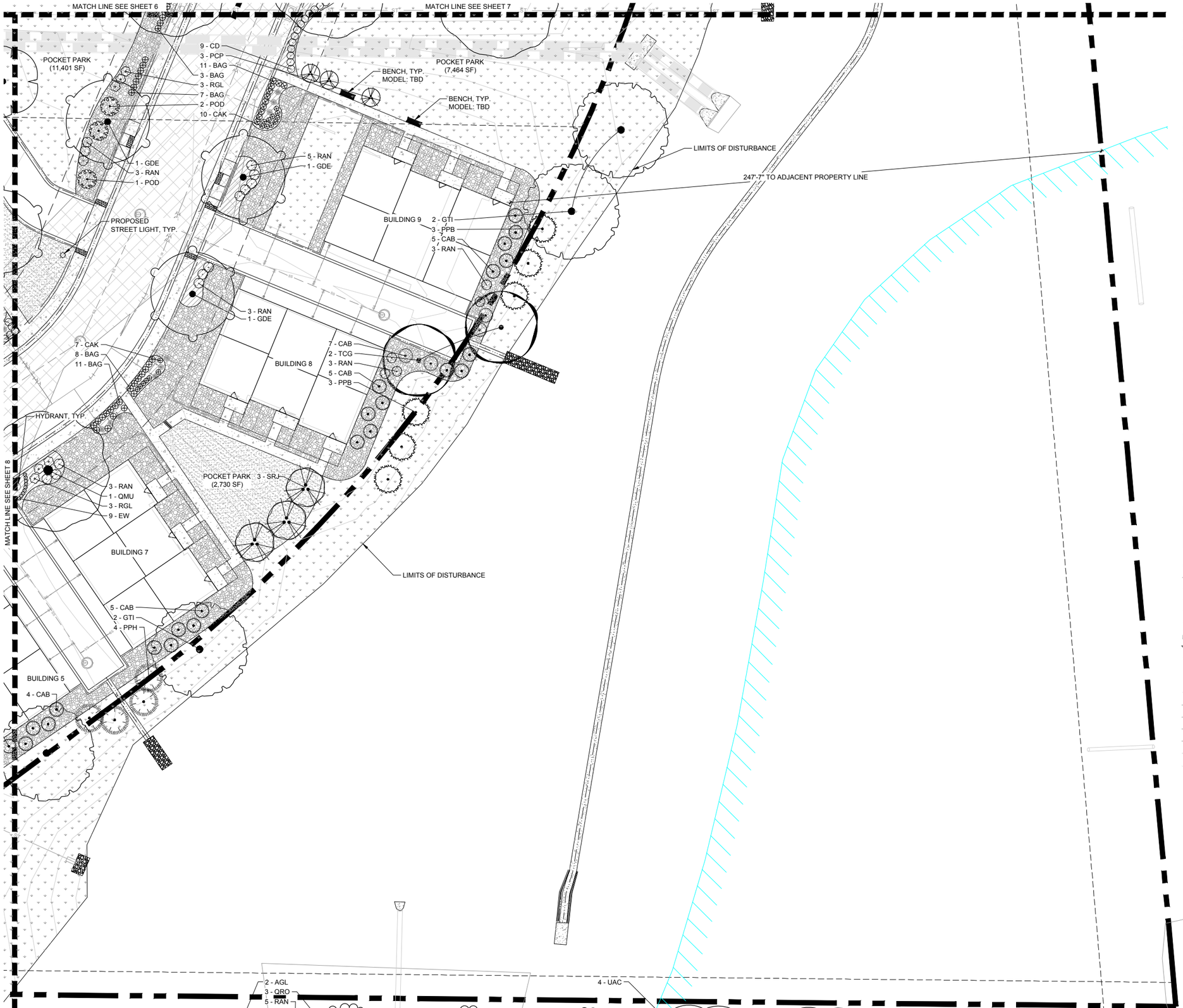
LANDSCAP

SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

157

PROJECT No.: R22-042



PLANT SCHEDULE

DECIDUOUS TREES	COMMON NAME
AGL	OHIO BUCKEYE
CSP	NORTHERN CATALPA
COC	COMMON HACKBERRY
GTI	SHADEMASTER LOCUST
GDE	KENTUCKY COFFEETREE
QMU	CHINKAPIN OAK
QRO	ENGLISH OAK
TCG	GREENSPIRE LITTLELEAF LINDEN
UAC	ACCOLADE ELM

EVERGREEN TREES	COMMON NAME
PPB	BABY BLUE EYES SPRUCE
PPH	HOOPSI SPRUCE

ORNAMENTAL TREES	COMMON NAME
PCP	`CRIMSON POINTE FLOWERING PLUM
SRJ	JAPANESE TREE LILAC

SHRUBS	COMMON NAME
BTC	CONCORDE JAPANESE BARBERRY
BTA	RED LEAF JAPANESE BARBERRY
BGV	GREEN VELVET BOXWOOD
CD2	DARK KNIGHT BLUEBEARD
CAB	IVORY HALO® DOGWOOD
CSI	ISANTI REDOSIER DOGWOOD
FCO	GOLD TIDE® FORSYTHIA
LVG	GOLDEN PRIVET
POD	DIABLO NINEBARK
PFD	PRAIRIE SNOW CINQUEFOIL
PSP	PAWNEE BUTTES SAND CHERRY
RGL	GRO-LOW FRAGRANT SUMAC
RAN	NEARLY WILD ROSE
SPM	MISS CANADA PRESTON LILAC
WI	MOR-COLOURFUL™ WEIGELA

ORNAMENTAL GRASSES	COMMON NAME
BAG	BLONDE AMBITION GRASS
CB	KOREAN FEATHER REED GRASS
CAK	FEATHER REED GRASS
CA	AVALANCHE FEATHER REED GRASS
CD	GRASSLAND SEDGE
MV	VARIEGATED EULALIA GRASS

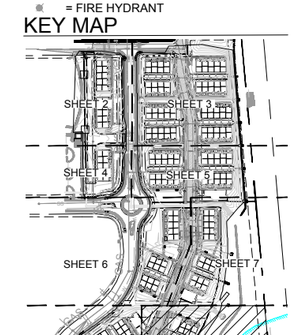
PERENNIALS	COMMON NAME
ARS	SUNSET HYSSOP
ANA	FALSE INDIGO
EW	WHITE SWAN CONEFLOWER

LEGEND

SYMBOL	DESCRIPTION
	IRRIGATED TURF
	ROCK MULCH
	NATIVE GRASS AREA
	WOOD MULCH
	SIGHT TRIANGLE

= PROPERTY BOUNDARY
= MATCH LINE
= LOT LINE
= SETBACK
= EASEMENT
= RIGHT OF WAY
= STORMWATER UTILITY
= WATER UTILITY
= SANITARY SEWER UTILITY
= PROPOSED PRIVACY FENCE
= PROPOSED 3' FENCE
= PROPOSED GRADING
= EXISTING SANITARY SEWER
= EXISTING GAS LINE
= EXISTING ELECTRIC LINE
= EXISTING WATER LINE
= EXISTING STORMWATER UTILITY
= EXISTING TOPOGRAPHY
= LANDSCAPE BOULDERS
= GAS METER
= FIRE HYDRANT

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripley
LANDSCAPE ARCHITECTUR
419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 10
SCALE: 1"=
ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

LANDSCAP

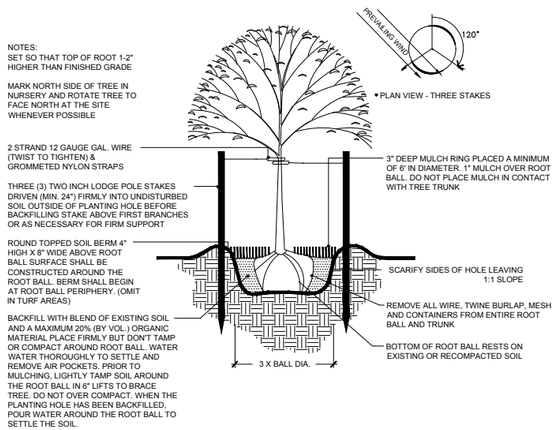
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

158

PROJECT No.:	R22-042
DRAWN BY:	AG

Layout: 9 Landscape Plan **Printed On:** 4/10/2023 12:55 PM **File Name:** Landscape Plan - North.dwg



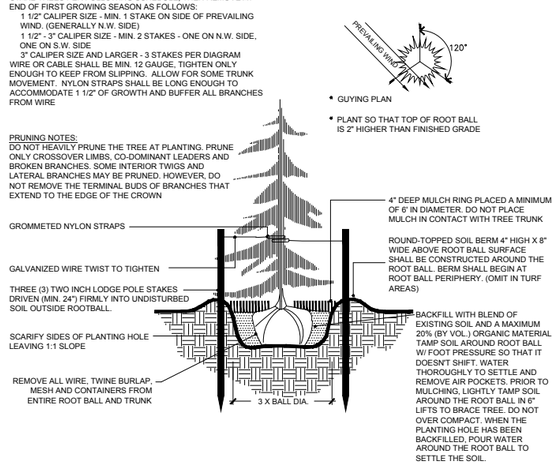
1 TREE PLANTING DETAIL - WOOD POSTS

SCALE: NTS

OP-MO-04

STAKING NOTES:
STAKE TREES PER FOLLOWING SCHEDULE, THEN REMOVE AT END OF FIRST GROWING SEASON AS FOLLOWS:
1 1/2" CALIPER SIZE - MIN. 1 STAKE ON SIDE OF PREVAILING WIND. (GENERALLY N.W. SIDE)
1 1/2" - 3" CALIPER SIZE - MIN. 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE
3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM
WIRE OR CABLE SHALL BE MIN. 12 GAUGE, TIGHTEN ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1 1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE

PRUNING NOTES:
DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN



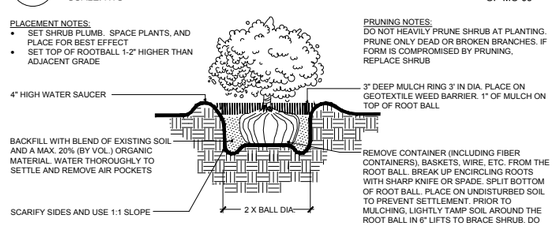
2 CONIFER TREE PLANTING DETAIL - WOOD POSTS

SCALE: NTS

OP-MO-06

PLACEMENT NOTES:
- SET SHRUB PLUMB. SPACE PLANTS, AND PLACE FOR BEST EFFECT
- SET TOP OF ROOTBALL 1-2" HIGHER THAN ADJACENT GRADE

PRUNING NOTES:
DO NOT HEAVILY PRUNE SHRUB AT PLANTING. PRUNE ONLY DEAD OR BROKEN BRANCHES. IF FORM IS COMPROMISED BY PRUNING, REPLACE SHRUB



3 SHRUB PLANTING DETAIL

SCALE: NTS

OP-MO-05

NATIVE SEED MIX

COMMON NAME	SEPCIES NAME	% OF MIX	# PLS/ACRE	HYDROZONE
ANNUAL RYE		20%	5.0	VL
SIDE OATS GRAMA	BOUTELOUA CURTIPENDULA	8%	2.0	VL
BLUE GRAMA	BOUTELOUA GRACILIS	12%	3.0	VL
SLENDER WHEATGRASS	ELYMUS TRACHUCAULUS	12%	3.0	VL
CANADA WILD RYE	ELYMUS CANADENSIS	12%	3.0	VL
WESTERN WHEATGRASS	PASCOPYRUM SMITHII	8%	2.0	VL
SWITCHGRASS	PANICUM VIRGATUM	6%	1.5	VL
LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM	6%	1.5	VL
BUFFALOGRASS	BOUTELOUA DACTYLOIDES	8%	2.0	VL
BIG BLUSTEM	ANDROPOGON GERARDII	8%	2.0	VL
		100.0000	25	

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
AGL	13	AESCULUS GLABRA / OHIO BUCKEYE	B & B	2"CAL	
CSP	5	CATALPA SPECIOSA / NORTHERN CATALPA	B & B	2"CAL	
COC	15	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2"CAL	
GTI	13	GLEDITSIA TRIACANTHOS INERMIS `SHADEMASTER` TM / SHADEMASTER LOCUST	B & B	2"CAL	
GDE	23	GYMNOCLADUS DIOICA `ESPRESSO` / KENTUCKY COFFEETREE	B & B	2"CAL	
QMU	21	QUERCUS MUEHLENBERGII / CHINKAPIN OAK	B & B	2"CAL	
QRO	13	QUERCUS ROBUR / ENGLISH OAK	B & B	2"CAL	
TCG	13	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LITTLELEAF LINDEN	B & B	2"CAL	
UAC	15	ULMUS X `ACCOLADE` / ACCOLADE ELM	B & B	2"CAL	
EVERGREEN TREES	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**CAL**	**SIZE**
PPB	17	PICEA PUNGENS `BABY BLUE EYES` / BABY BLUE EYES SPRUCE	B & B		6` HT
PPH	19	PICEA PUNGENS `HOOPSII` / HOOPSI SPRUCE	B & B		6` HT
ORNAMENTAL TREES	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**CAL**	**SIZE**
PCP	17	PRUNUS CERASIFERA `CRIMSON POINTE` / `CRIMSON POINTE FLOWERING PLUM	B & B	1.5"CAL	
SRJ	13	SYRINGA RETICULATA / JAPANESE TREE LILAC	B & B	1.5"CAL	
SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**			**SIZE**
BTC	3	BERBERIS THUNBERGII 'CONCORDE' / CONCORDE JAPANESE BARBERRY			5 GAL
BTA	32	BERBERIS THUNBERGII `ATROPURPUREA` / RED LEAF JAPANESE BARBERRY			5 GAL
BGV	61	BUXUS X 'GREEN VELVET' / GREEN VELVET BOXWOOD			5 GAL
CD2	41	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT' / DARK KNIGHT BLUEBEARD			5 GAL
CAB	215	CORNUS ALBA 'BAILHALO' / IVORY HALO® DOGWOOD			5 GAL
CSI	21	CORNUS SERICEA `ISANTI` / ISANTI REDOSIER DOGWOOD			5 GAL
FCO	8	FORSYTHIA X 'COURTASOL' / GOLD TIDE® FORSYTHIA			5 GAL
LVG	33	LIGUSTRUM X VICARYI / GOLDEN PRIVET			5 GAL
POD	23	PHYSOCARPUS OPULIFOLIUS `DIABLO` / DIABLO NINEBARK			5 GAL
PFD	4	POTENTILLA FRUTICOSA DAVURICA `PRAIRIE SNOW` / PRAIRIE SNOW CINQUEFOIL			5 GAL
PSP	48	PRUNUS BESSEYI `PAWNEE BUTTES` / PAWNEE BUTTES SAND CHERRY			5 GAL
RGL	98	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC			5 GAL
RAN	173	ROSA X `NEARLY WILD` / NEARLY WILD ROSE			5 GAL
SPM	21	SYRINGA X PRESTONIAE `MISS CANADA` / MISS CANADA PRESTON LILAC			5 GAL
WI	7	WEIGELA FLORIDA 'MORCOLZAM' / MOR-COLOURFUL™ WEIGELA			5 GAL
ORNAMENTAL GRASSES	**QTY**	**BOTANICAL / COMMON NAME**			**SIZE**
BAG	172	BOUTELOUA GRACILIS `BLONDE AMBITION` / BLONDE AMBITION GRASS			1 GAL
CB	30	CALAMAGROSTIS BRACHYTRICHA / KOREAN FEATHER REED GRASS			1 GAL
CAK	217	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS			1 GAL
CA	30	CALAMAGROSTIS X ACUTIFLORA 'AVALANCHE' / AVALANCHE FEATHER REED GRASS			1 GAL
CD	238	CAREX DIVULSA / GRASSLAND SEDGE			1 GAL
MV	81	MISCANTHUS SINENSIS 'VARIEGATUS' / VARIEGATED EULALIA GRASS			1 GAL
PERENNIALS	**QTY**	**BOTANICAL / COMMON NAME**			**SIZE**
ARS	24	AGASTACHE RUPESTRIS `SUNSET` / SUNSET HYSSOP			1 GAL
ANA	20	AMORPHA NANA / FALSE INDIGO			1 GAL
EW	138	ECHINACEA PURPUREA 'WHITE SWAN' / WHITE SWAN CONEFLOWER			1 GAL
EP	46	ECHINACEA X 'PURPLE EMPEROR' / PURPLE EMPEROR CONEFLOWER			1 GAL

COMMON OPEN SPACE LANDSCAPE

TOTAL PROPERTY AREA = 557,328 SF

REQUIRED*: 167,198 SF		PROPOSED: 280,465 SF	
TREES	63	TREES	188**
SHRUBS	312	SHRUBS	886**

*COMMON OPEN SPACE LANDSCAPE REQUIREMENT CALCULATIONS ARE BASED ON TOWN OF JOHNSTOWN - LANDSCAPE STANDARDS AND SPECIFICATIONS SECTION E.1.b.i.c., EXCLUDES PRIVATE FRONT YARDS, POCKET PARKS AND RIGHT-OF-WAY.
-30 % OF SITE = 167,198 OR 3.8 ACRES
- REQUIRED TREES (1 PER 4,500 SF) = 63
- REQUIRED SHRUBS (5 PER 4,500 SF) = 312
** ROW TREES AND SHRUBS, PRIVATE FRONT YARDS NOT INCLUDED IN COMMON OPEN SPACE COUNTS.

ARTERIAL RIGHT-OF-WAY LANDSCAPE

CENTENNIAL DR. RIGHT-OF-WAY AREA = +/- 14,874 SF

REQUIRED*		PROPOSED	
TREES	15	TREES	15
SHRUBS	75	SHRUBS	75

*REQUIRED LANDSCAPE MATERIAL
-REQUIRED TREES (1 PER 1,000 SF) = 15
-REQUIRED SHRUBS (5 PER 1,000 SF) = 75

ARTERIAL BUFFER LANDSCAPE

CENTENNIAL DR. BUFFER (30') = 24,390 SF (.056 ACRES)

REQUIRED*		PROPOSED	
TREES	13	TREES	14
SHRUBS	61	SHRUBS	70

*REQUIRED LANDSCAPE MATERIAL
-REQUIRED TREES (1 PER 2,000 SF) = 13
-REQUIRED SHRUBS (5 PER 2,000 SF) = 61

POCKET PARK LANDSCAPE

REQUIRED AREA (10% OF SITE) = 55,732 SF (1.28 ACRES)

PROVIDED AREA = 56,346 SF (1.29 ACRES)

REQUIRED*		PROPOSED	
TREES	13	TREES	42
SHRUBS	65	SHRUBS	71

*REQUIRED LANDSCAPE MATERIAL
-REQUIRED TREES (1 PER 4,500 SF) = 13
-REQUIRED SHRUBS (1 PER 4,500 SF) = 65

NOTE:

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.
2. NO PLANT MATERIAL WITH MATURE GROWTH GREATER THAN THREE FEET (3') IN HEIGHT SHALL BE PLANTED WITHIN WATER AND SEWER EASEMENTS.
3. NO SHRUBS SHALL BE PLANTED WITHIN FIVE FEET (5') RADIUS OR TREES WITHIN TEN FEET (10') OF WATER METERS, FIRE HYDRANTS, OR SANITARY SEWER MANHOLES.
   3.1. NOTE: PLANTINGS ADJACECT TO METERS WILL BE FIELD ADJUSTED TO AVOID CONFLICTS.
4. DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
5. ALL LANDSCAPE AREAS WITHIN THE SIGHT SHALL BE IRRIGATED WITH AN AUTOMATIC CLOCK ACTIVATED UNDERGROUND IRRIGATION SYSTEM. AN IRRIGATION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT AND INSTALLED PRIOR TO C.O. ALL TURF AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES ARE TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION (TRICKLE) IRRIGATION SYSTEM, OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
6. ALL SHRUB BEDS TO BE MULCHED WITH COBBLE MULCH (3"DEPTH) OVER WEEDBARRIER FABRIC.
7. ALL PERENNIAL AREAS TO BE MULCHED WITH WOOD BARK MULCH (3"DEPTH).OMIT WEEDBARRIER FABRIC.
8. EDGING BETWEEN GRASS AND SHRUB BEDS SHALL BE ⅛" X 4" STEEL SET LEVEL WITH TOP OF SOD.
9. TOPSOIL. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE.
10. SOIL AMENDMENTS. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY, SHALL RECEIVE MINIMUM REQUIREMENTS FOR SOIL PREPARATION. MINIMUM SOIL PREPARATION SHALL INCLUDE THREE (3) CUBIC YARDS OF ORGANIC MATERIAL FOR 1,000 SQUARE FEET OF EXISTING SOIL TILLED TO A MINIMUM DEPTH OF SIX (6) INCHES. TREE AND SHRUB PITS SHALL BE BACKFILLED USING A MIXTURE OF ONETHIRD EXISTING SITE SOIL, ONE-THIRD TOPSOIL AND ONE-THIRD ORGANIC MATTER.
11. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE GUIDELINES. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
12. THE IRRIGATION SYSTEM WILL BE DESIGNED TO MEET SECTION H.5 OF THE TOWN LANDSCAPE STANDARDS.
13. CONIFER TREES SHALL COMPRISE 25% OF ANY LANDSCAPE AREA WHERE SUITABLE. NO MORE THAN 15% OF ANY ONE SPECIES WILL BE ALLOWED.
14. SIGHT DISTACE TRIANGLES SHALL BE PROVIDED PER LCUASS FIG. 7-16
15. SIGHT DISTANCE TRIANGLE MUST FALL WITHIN PUBLIC ROW, OR A DEDICATED SIGHT TRIANGLE EASEMENT MUST BE PROVIDED TO THE TOWN.
16. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES MAY BE ALLOWED ON A CASE BY CASE BASIS WITHIN SIGHT TRIANGLE, BUT SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7' MINIMUM BOVE ADJACENT GRADE.
17. NO SHRUBS AND/OR OTHER PLANTINGS THAT WILL (OR MAY) ATTAIN A HEIGHT GREATER THAN 24" SHALL BE PLACED WITHIN SIGHT TRIANGLE.
18. NO TREES NOR SHRUBS SHALL BE PLANTED OVER, OR WITHIN 5', OF ANY WET UTILITY LINE (WATER, STORM, SANITARY).
19. NO TREES NOR SHRUBS SHALL BE PLACED WITHIN 100-YR WSEL LIMITS IN ANY DRAINAGE SWALES AND/OR DETENTION FACILITIES.

Item #9.

AIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripleyd
LANDSCAPE ARCHITECTUR

419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

DETAILS AN

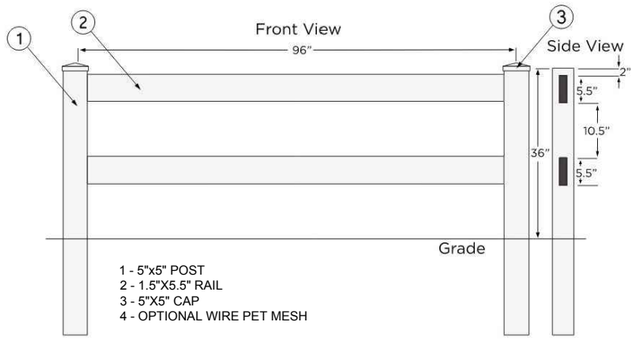
SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

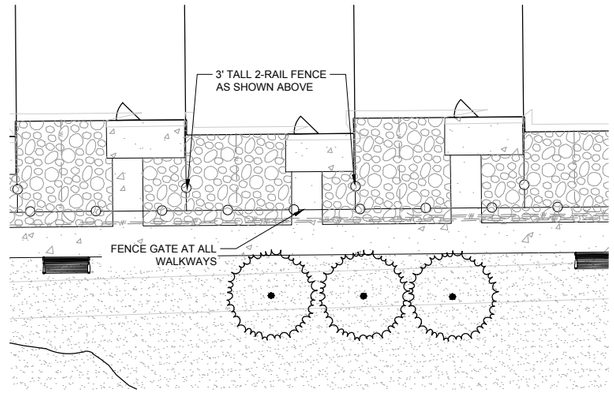
159

PROJECT No.:	R22-042
DRAWN BY:	AC

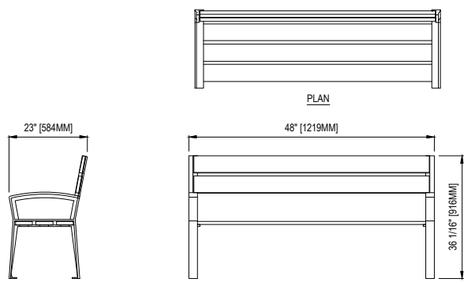
TYPICAL FENCE DETAIL



TYPICAL FENCE PLAN



1. ALL FENCING WILL BE INSTALLED AT TIME OF BUILDING PERMIT
2. FENCING SHALL ONLY BE INSTALLED WHERE SHOWN IN TYPICAL DIAGRAM ABOVE AND PER DETAIL BELOW



☐ SELECT DESIRED BENCH:

- ☐ 4FT [**EV24**]
- ☑ 6FT [**EV26**]
- ☐ 8FT [**EV28**]

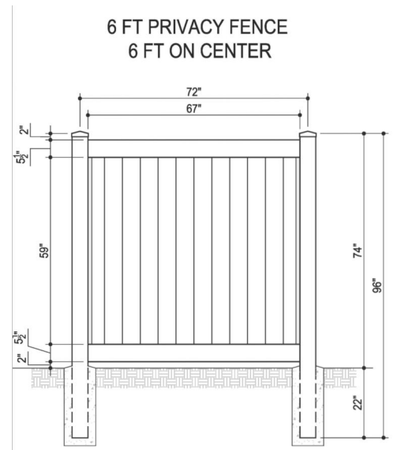
☐ SELECT DESIRED MOUNTING:

- ☑ BOLT DOWN
- ☐ FREESTANDING

	EV26 6FT
LENGTH	72"
WIDTH	23"
HEIGHT	36 1/16"
SEAT HEIGHT	17"
WEIGHT	105LBS

SPECIFICATIONS:
MATERIALS - FULLY-WELDED COMMERCIAL-GRADE STEEL CONSTRUCTION.
FINISH - KEYSHIELD® FINISH PROTECTS EACH PIECE OF FURNITURE FROM CHIPPING, CRACKING, AND UAV DAMAGE WHILE PROVIDING UNPARALLELED CORROSION RESISTANCE.
WARRANTY - THREE YEARS.
- PLEASE REFER TO MANUFACTURERS WEBSITE FOR COLOR OPTIONS.

KEYSTONE RIDGE DESIGNS



1 BENCH
1/2" = 1'-0"
OP-MO-01

2 6' PRIVACY FENCE
1/2" = 1'-0"
OP-MO-03

Item #9.

IN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripley
LANDSCAPE ARCHITECTUR
419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER
BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT
RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER
LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

DETAILS AN

SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

160

PROJECT No.:	R22-042
DRAWN BY:	AC

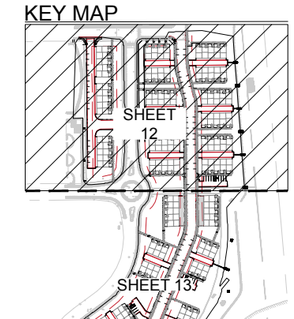
LANDSCAPE WATER USE TABLE

SYMBOL	DESCRIPTION	AREA (SF)	WATER NEEDED/ (GAL/ SF)	ANNUAL WATER USE (GALLONS)
	HIGH - IRRIGATED TURF	30,141	18	542,538
	MEDIUM - SHRUB BED	54,184	14	758,576
	VERY LOW - ROCK MULCH BEDS - NO LANDSCAPE PLANTING	26,169	3	78,507
	VERY LOW - NATIVE SEED MIX	143,775	3	431,325
	TOTAL:	254,269	7.12	1,810,946

NATIVE SEED MIX

COMMON NAME	SEPCIES NAME	% OF MIX	# PLS/ACRE	HYDROZONE
ANNUAL RYE		20%	5.0	VL
SIDE OATS GRAMA	BOUTELOUA CURTIPENDULA	8%	2.0	VL
BLUE GRAMA	BOUTELOUA GRACILIS	12%	3.0	VL
SLENDER WHEATGRASS	ELYMUS TRACHUCAULUS	12%	3.0	VL
CANADA WILD RYE	ELYMUS CANADENSIS	12%	3.0	VL
WESTERN WHEATGRASS	PASCOPYRUM SMITHII	8%	2.0	VL
SWITCHGRASS	PANICUM VIRGATUM	6%	1.5	VL
LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM	6%	1.5	VL
BUFFALOGRASS	BOUTELOUA DACTYLOIDES	8%	2.0	VL
BIG BLUSTEM	ANDROPOGON GERARDII	8%	2.0	VL
		100.0000	25	

KEY MAP



MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripley
LANDSCAPE ARCHITECTUR
419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 25
SCALE: 1"=

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

WATER US
NORT

SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

161

PROJECT No.: R22-042

Layout: 12 WATER USE PLAN NORTH Printed On: 4/10/2023 12:56 PM File Name: Landscape Plan - Water Use.dwg

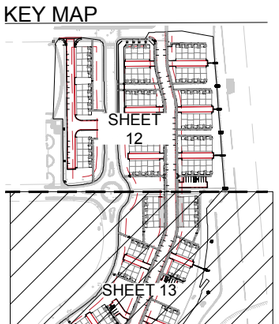
LANDSCAPE WATER USE TABLE

SYMBOL	DESCRIPTION	AREA (SF)	WATER NEEDED/ (GAL/ SF)	ANNUAL WATER USE (GALLONS)
	HIGH - IRRIGATED TURF	30,141	18	542,538
	MEDIUM - SHRUB BED	54,184	14	758,576
	VERY LOW - ROCK MULCH BEDS - NO LANDSCAPE PLANTING	26,169	3	78,507
	VERY LOW - NATIVE SEED MIX	143,775	3	431,325
	TOTAL:	254,269	7.12	1,810,946

NATIVE SEED MIX

COMMON NAME	SEPCIES NAME	% OF MIX	# PLS/ACRE	HYDROZONE
ANNUAL RYE		20%	5.0	VL
SIDE OATS GRAMA	BOUTELOUA CURTIPENDULA	8%	2.0	VL
BLUE GRAMA	BOUTELOUA GRACILIS	12%	3.0	VL
SLENDER WHEATGRASS	ELYMUS TRACHUCAULUS	12%	3.0	VL
CANADA WILD RYE	ELYMUS CANADENSIS	12%	3.0	VL
WESTERN WHEATGRASS	PASCOPYRUM SMITHII	8%	2.0	VL
SWITCHGRASS	PANICUM VIRGATUM	6%	1.5	VL
LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM	6%	1.5	VL
BUFFALOGRASS	BOUTELOUA DACTYLOIDES	8%	2.0	VL
BIG BLUSTEM	ANDROPOGON GERARDII	8%	2.0	VL
		100.0000	25	

KEY MAP



Item #9.

MAIN VI
SUBDIVISIO
PLAT

FDP SUBM

JOHNSTOWN, CO

PREPARED BY:

ripley

LANDSCAPE ARCHITECTUR

419 Canyon Ave. Suite 200 Fort
phone 970.224.5828 | fax 970.225.6657

OWNER

BAESSLER HOMES
Mitch Nelson
33105 CR 33
Greeley, CO 80634
p. 970-373-8569

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH

0 25
SCALE: 1"=

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION
01	FDP ROUND 1
02	FDP ROUND 2
03	FDP ROUND 3
04	FDP ROUND 4

REVISIONS

No.	DESCRIPTION

WATER US
SOUT

SEAL:

ENTITLEMEN
DRAWING
NOT FO
CONSTRU

162

PROJECT No.:	R22-042

Layout: 13 WATER USE PLAN SOUTH **Printed On:** 4/10/2023 12:56 PM **File Name:** Landscape Plan - Water Use.dwg

Traffic Impact Study

To:	**Mitch Nelson, Mountain View Land Developers, LLC**
From:	**Eli Farney, PE, PTOE**
Date:	**April 5, 2023**

Mountain View Development

Johnstown, Colorado

Prepared By:

J·R ENGINEERING

Eli Farney, PE, PTOE
efarney@jrengineering.com
JR Engineering
7200 South Alton Way, Suite C400
Centennial, CO 80112

Table of Contents

Executive Summary	3
Introduction	4
Traffic Volumes and Distribution	7
Traffic Operations Analysis	16
Conclusion	24
Appendix	25

List of Figures

Figure 1: Vicinity Map	4
Figure 2: Study Intersections and Site Plan	5
Figure 3: Site-Generated Traffic Distribution	9
Figure 4: Existing (2022) Traffic Volumes	10
Figure 5: Site-Generated Traffic Volumes	11
Figure 6: Opening Day (2024) Background Traffic Volumes	12
Figure 7: Opening Day (2024) Total Traffic Volumes	13
Figure 8: Future Year (2045) Background Traffic Volumes	14
Figure 9: Future Year (2045) Total Traffic Volumes	15

List of Tables

Table 1: Traffic Modeling Parameters	16
Table 2: 2022 (Existing) Levels of Service	17
Table 3: 2024 (Opening Day) Levels of Service	18
Table 4: 2045 (Future Year) Levels of Service	19
Table 5: 2022 (Existing) 95th Percentile Queue Lengths	20
Table 6: 2024 (Opening Day) 95th Percentile Queue Lengths	21
Table 7: 2045 (Future Year) 95th Percentile Queue Lengths	22

List of Appendices

Appendix A: Traffic Counts	25
Appendix B: Trip Generation	34
Appendix C: Synchro Reports	37

Executive Summary

JR Engineering (JR) has completed a review of the traffic impacts resulting from the proposed Mountain View Development (Project) in Johnstown, Colorado (Town).

The objectives of this Traffic Impact Study (TIS, Study) are:

- Estimate site-generated traffic and route trips onto adjacent streets
- Analyze 2024 (Opening Day) and 2045 (Future Year) traffic operations
- Make recommendations for improvements to accommodate future traffic volumes

The methodology, content, and findings of this TIS are consistent with the following documents:

- **Weld County Engineering and Construction Criteria** – *Chapter 8.1 – Traffic Impact Studies*

Key Findings of this TIS

- Levels of Service
  - All movements operate at LOS C or better in 2022.
  - Nearly all movements are expected to operate at LOS C or better in 2024 with both background traffic and total traffic.
  - In 2045, some movements may operate at LOS E or F.
- Queue Lengths
  - No operational concerns are anticipated as a result of queue lengths.
- Improvements
  - A southbound left turn lane is recommended at the Parish & Molinar intersection.
  - WCR 46.5 may be widened in the future.
  - The intersection of Parish & Settler may become signalized in the future.

Introduction

JR has completed a review of the existing and forecasted traffic operations in the vicinity of the Mountain View Development. A vicinity map is included in **Figure 1**.

Figure 1: Vicinity Map

Land Use

The development is anticipated to contain the following land use:

- Low-rise multi-family residential
  - 125 dwelling units

Study Intersections

JR analyzed six intersections near the Project site. These intersections are listed below and shown in **Figure 2**.

Study intersections:

1. Parish Avenue & Molinar Street
2. Parish Avenue & Settler Way
3. Parish Avenue & WCR 46.5/Centennial Drive
4. WCR 46.5 & Mountain Bluebird Drive
5. Molinar Street & Mountain Bluebird Drive
6. Molinar Street & Condor Way

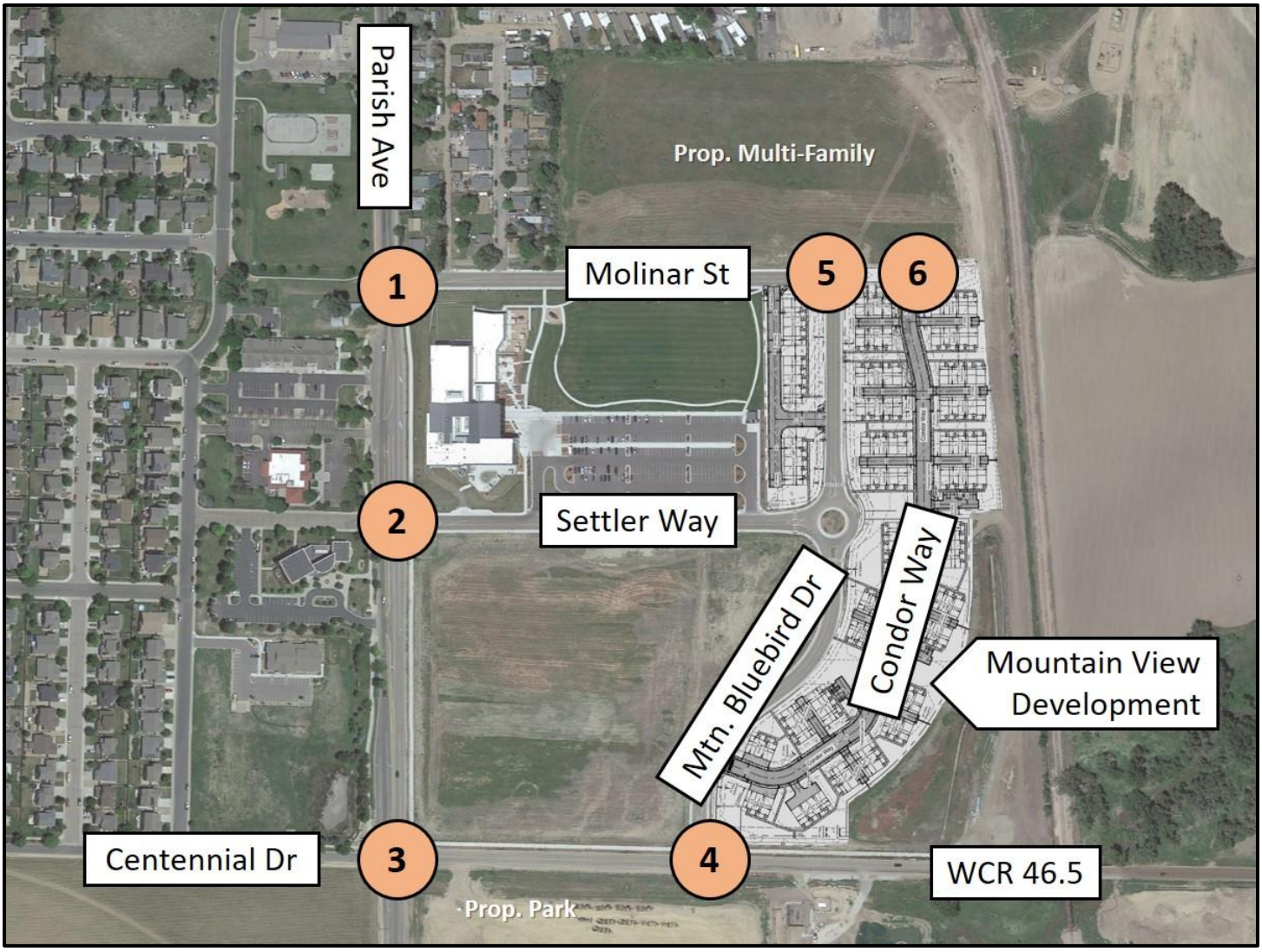


Figure 2: Study Intersections and Site Plan

Lane Geometry and Intersection Control

Lane Geometry

For the purposes of this Study, JR assumed that existing lane geometry would remain for the future scenarios, with two exceptions:

- The intersection of Parish & Molinar was modeled with a southbound left turn lane.
- The intersection of WCR 46.5 & Mountain Bluebird Drive is currently a T-intersection, but was modeled with a south leg.

Southbound Left at Parish & Molinar

JR recommends the addition of a southbound left turn lane at the intersection of Parish & Molinar. This would require on-street parking to be prohibited, and would be jointly funded between the Town and the Project. JR recommends that 100 feet of storage be provided based on anticipated queuing.

Future Widening of WCR 46.5

WCR 46.5 to the south of the Project site may be widened in the future. This would be a Town project.

Traffic Control on Molinar Street

JR recommends that traffic along Molinar Street be free-flowing at the intersections with Mountain Bluebird Drive and Condor Way. The northbound approach of Mountain Bluebird would be stop-controlled. Both the northbound and southbound approaches of Condor would also be stop-controlled. This configuration may help to prevent queuing issues along Molinar between these two intersections.

Signalization of Parish & Settler

The Parish & Settler intersection may become signalized in the future with additional developments. However, for the purposes of this Study, it was assumed that this intersection will not become signalized by 2045.

Traffic Volumes and Distribution

Existing Traffic Volumes

Existing traffic volumes were obtained on Thursday, October 6, 2022 by All Traffic Data Services for each of the Study intersections. Existing traffic volumes are included in **Figure 4**. Traffic counts are included in **Appendix A**.

Background Traffic

JR estimated background traffic volumes by applying a 3% annual growth rate to the existing traffic volumes to account for future regional development. This growth rate is based on the NFRMPO travel demand model.

Multi-Family Development North of Molinar Street

Background traffic also includes estimated site-generated traffic from a 143-unit multi-family development to the north of Molinar Street. Trips generated by this development were routed in a manner consistent with Project site-generated traffic (see "Distribution of Site-Generated Traffic" on the next page). The following trips are expected:

- Average Daily Trips: 964
- AM Peak Entering Site: 13
- AM Peak Exiting Site: 43
- PM Peak Entering Site: 46
- PM Peak Exiting Site: 27

Public Park South of WCR 46.5

JR also gave consideration to background traffic generated by a proposed park to the south of WCR 46.5. The development of this park is expected to create a south leg to the intersection of WCR 46.5 & Mountain Bluebird Drive. A nominal amount of background traffic was assumed at this intersection since parks typically generate little traffic during weekday peak hours.

Future background traffic volumes are shown in **Figure 6** (2024) and **Figure 8** (2045).

Site-Generated Traffic Volumes

Site-generated traffic volumes were estimated using ITE Trip Generation Manual, 11th Edition. The development is expected to produce the following trips:

- Average Daily Trips: 843
- AM Peak Entering Site: 12
- AM Peak Exiting Site: 38
- PM Peak Entering Site: 40
- PM Peak Exiting Site: 24

Site-generated traffic volumes are shown in **Figure 5**. A trip generation report is included in **Appendix B**.

Distribution of Site-Generated Traffic

Site-generated traffic was routed onto adjacent streets according to the distribution in **Figure 3**. The distribution is based on existing traffic volumes.

Figure 3: Site-Generated Traffic Distribution

Total Traffic

Total traffic is the sum of background and site-generated traffic. JR forecasted total traffic volumes at the Study intersections in the years 2024 (Opening Day) and 2045 (Future Year). Total traffic volumes are shown in **Figure 7** (2024) and **Figure 9** (2045).

Existing (2022) Traffic Volumes

Existing traffic volumes at the study intersections are included in **Figure 4**. Existing lane geometry is shown.

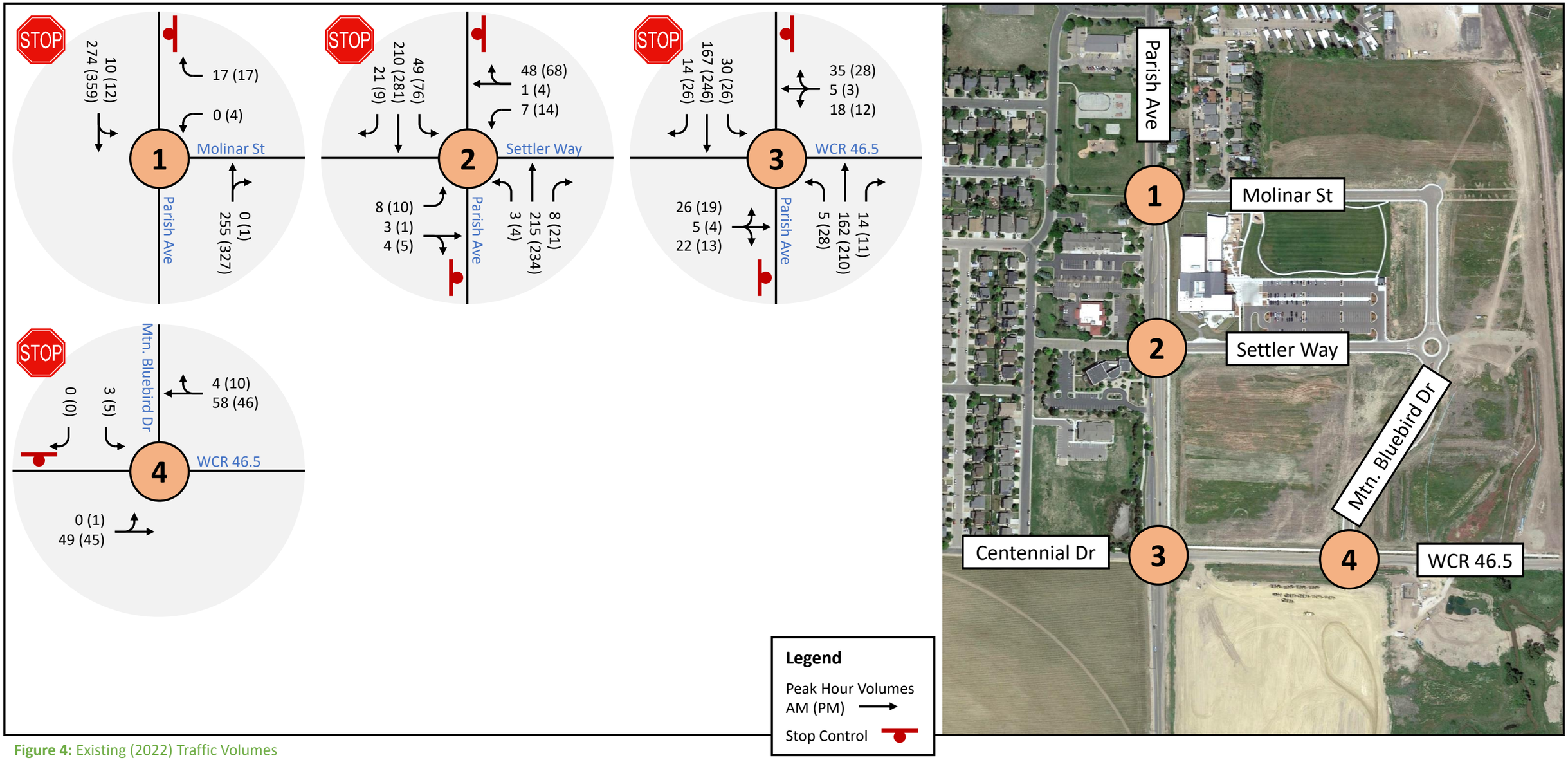


Figure 4: Existing (2022) Traffic Volumes

Site-Generated Traffic Volumes

Site-generated traffic volumes at the study intersections are included in **Figure 5**.

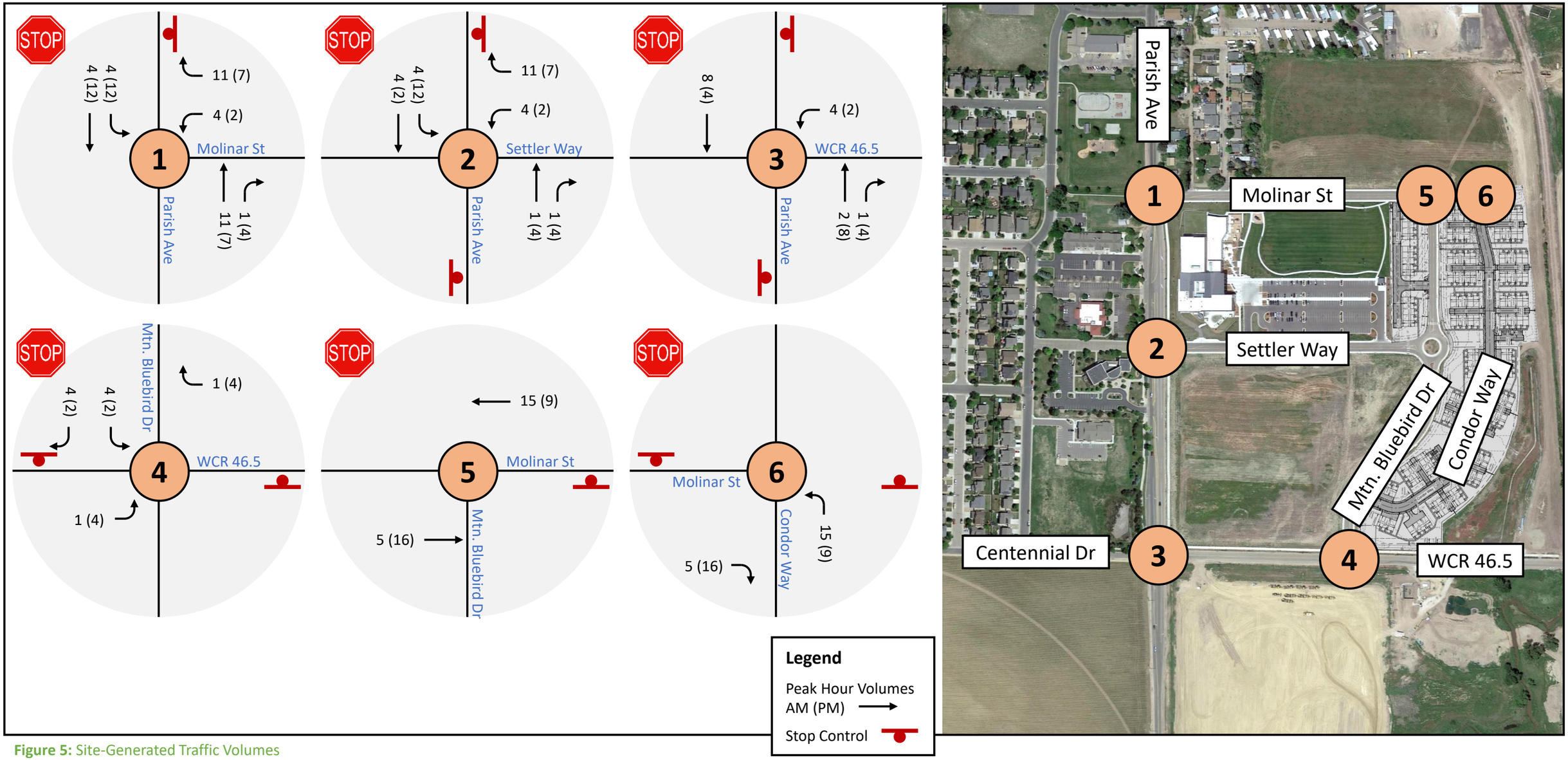


Figure 5: Site-Generated Traffic Volumes

Opening Day (2024) Background Traffic Volumes

2024 background traffic volumes at the study intersections are included in **Figure 6**. Lane geometry is shown.

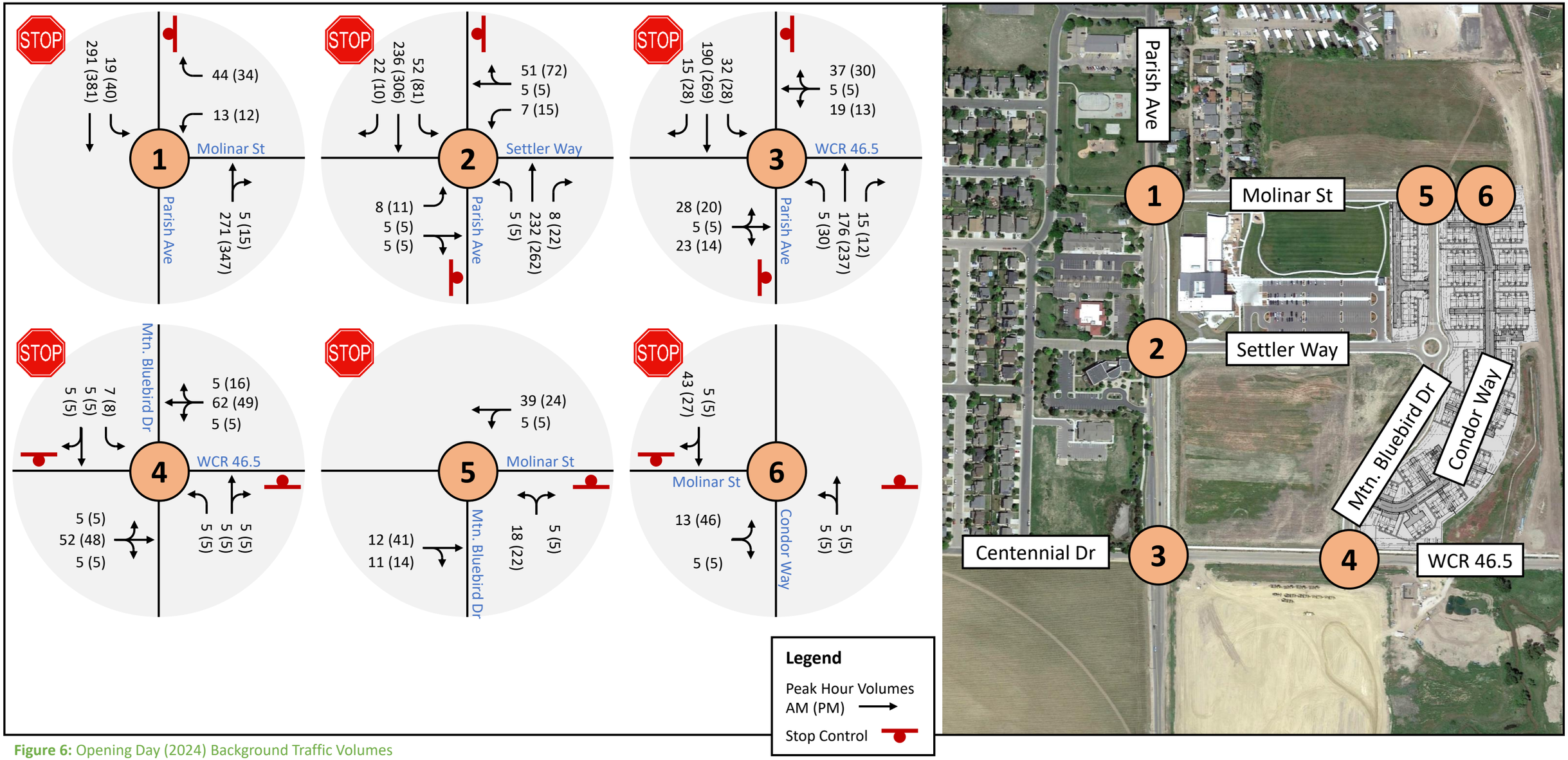


Figure 6: Opening Day (2024) Background Traffic Volumes

Opening Day (2024) Total Traffic Volumes

2024 total traffic volumes at the study intersections are included in **Figure 7**. Lane geometry is shown.

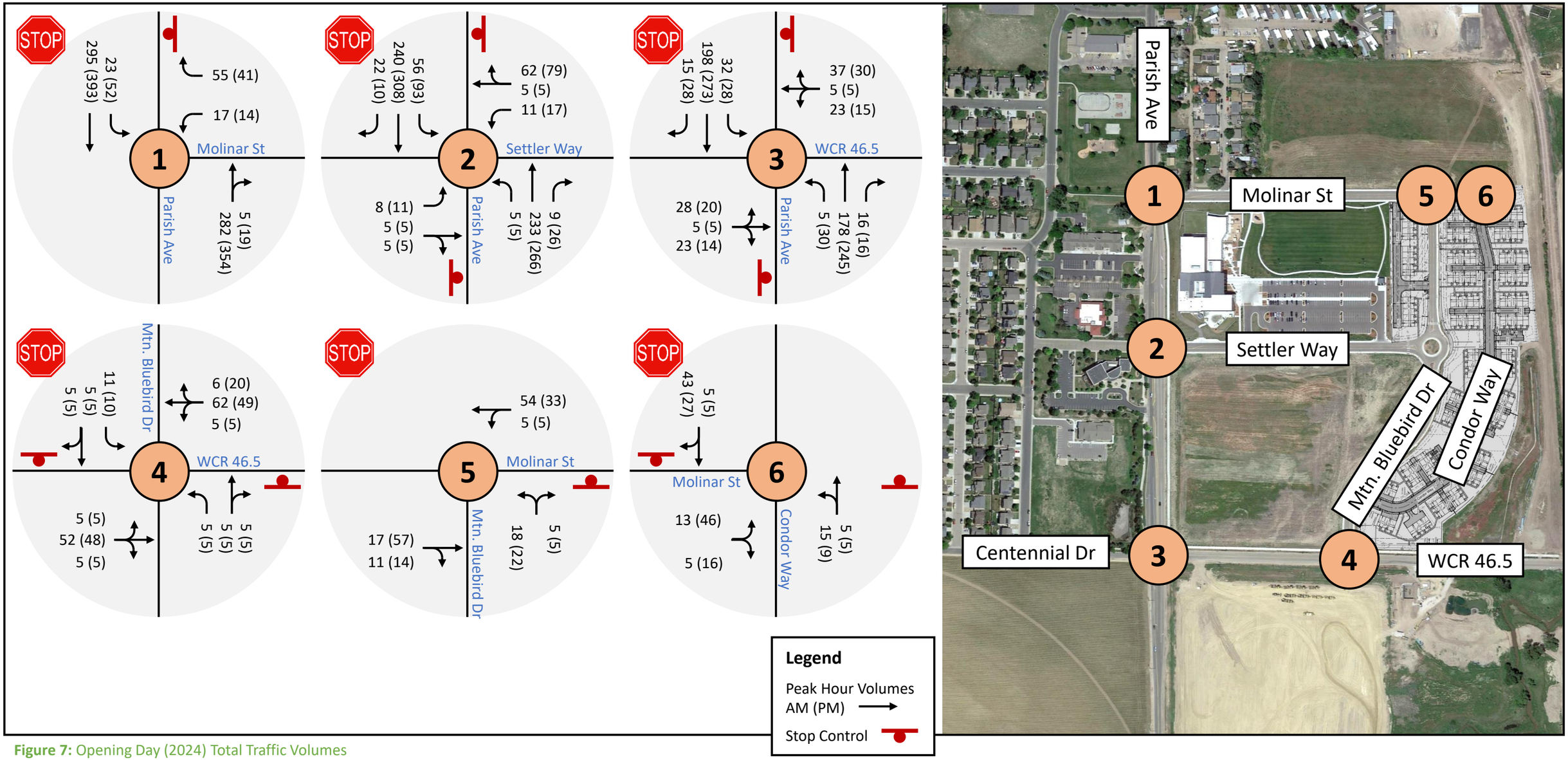


Figure 7: Opening Day (2024) Total Traffic Volumes

Future Year (2045) Background Traffic Volumes

2045 background traffic volumes at the study intersections are included in **Figure 8**. Lane geometry is shown.

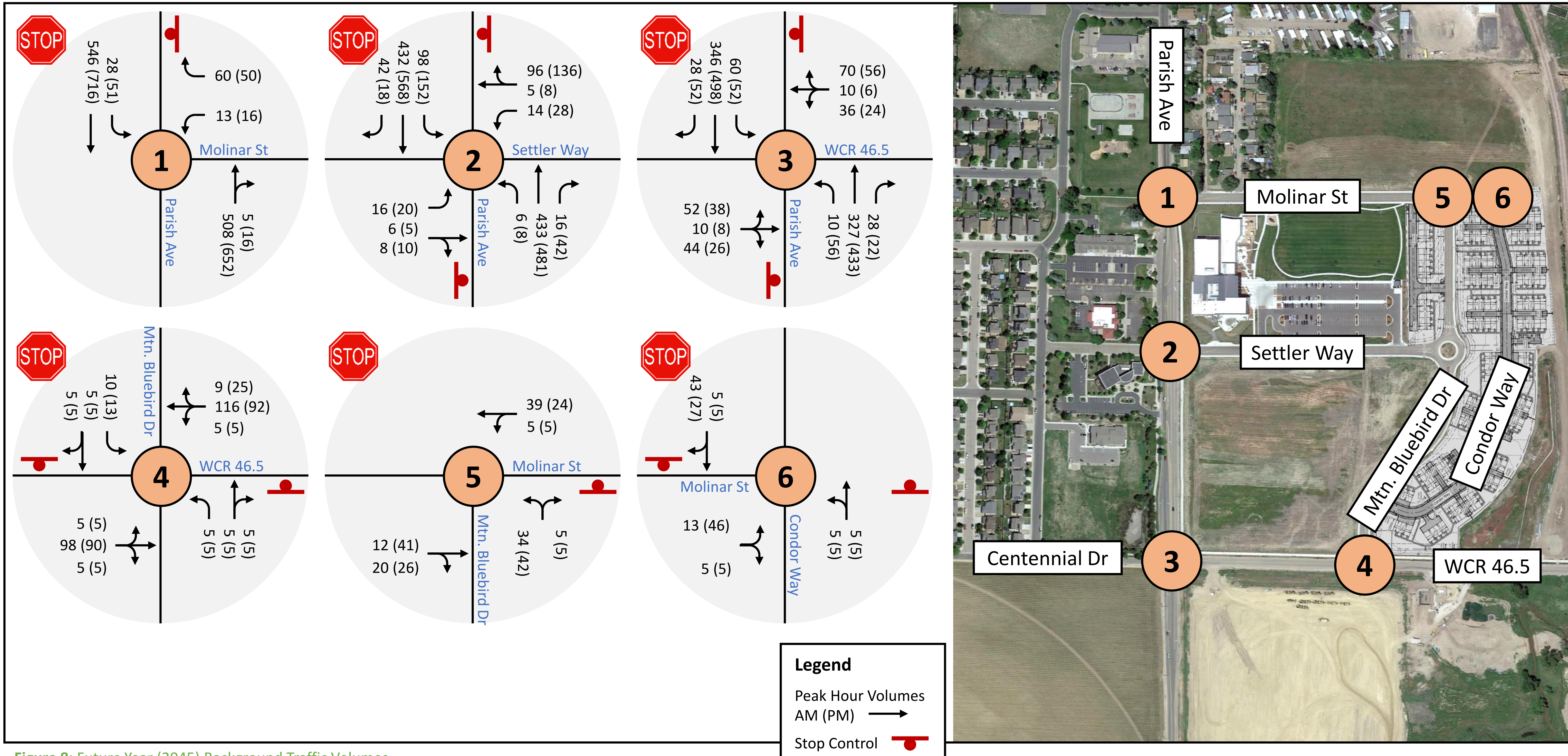


Figure 8: Future Year (2045) Background Traffic Volumes

Future Year (2045) Total Traffic Volumes

2045 total traffic volumes at the study intersections are included in **Figure 9**. Lane geometry is shown.

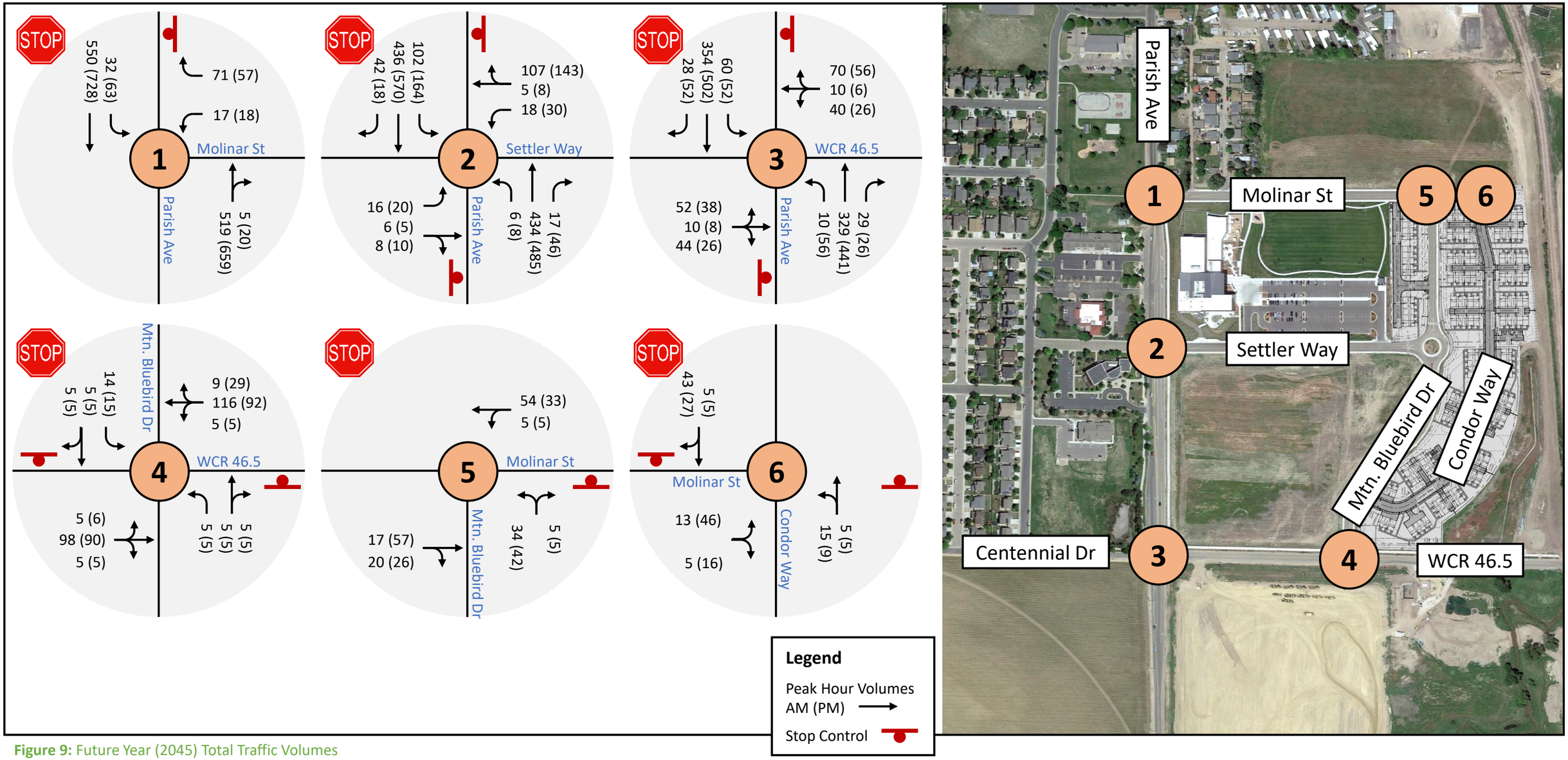


Figure 9: Future Year (2045) Total Traffic Volumes

Traffic Operations Analysis

Traffic operations were analyzed using HCM 6th Edition methodology. Synchro reports are included in **Appendix C**.

Traffic Modeling Parameters

JR considered traffic modeling parameters such as peak hour factor and heavy vehicle percentage. **Table 1** summarizes the parameters considered, and the justification for values used. The values for these parameters are contained within the Synchro reports in **Appendix C**.

Table 1: Traffic Modeling Parameters

Parameter	Justification
Peak Hour Factor (existing)	For existing traffic volumes (2022), JR used peak hour factors counted by All Traffic Data Services.
Peak Hour Factor (future)	For future traffic volumes (2024 and 2045), JR used values suggested by the Synchro 11 software, which are based on a Poisson distribution.
Heavy Vehicle Percentage	JR assumed 2% heavy vehicles at all Study intersections, which is consistent with the values counted by All Traffic Data Services.
Saturated Flow Rate (protected)	JR used values calculated in the Synchro 11 software, which are based on HCM 6th Edition.
Saturated Flow Rate (permitted)	JR used values calculated in the Synchro 11 software, which are based on HCM 6th Edition.

Levels of Service

JR analyzed each of the Study intersections for peak hour level of service (LOS). **Table 2** includes the LOS for each movement in the existing condition (2022). **Table 3** includes the forecasted LOS for background traffic and total traffic in the year 2024. **Table 4** includes the forecasted LOS for background traffic and total traffic in the year 2045.

Table 2: 2022 (Existing) Levels of Service

Intersection	Movement/Approach	AM Peak LOS	PM Peak LOS
1: Parish Avenue & Molinar Street	WB Left	A	C
	WB Right	B	B
	SB Approach	A	A
2: Parish Avenue & Settler Way	EB Left	C	C
	EB Through/Right	B	B
	WB Left	C	C
	WB Through/Right	B	B
	NB Left	A	A
	SB Left	A	A
3: Parish Avenue & WCR 46.5 / Centennial Drive	EB Approach	B	B
	WB Approach	B	B
	NB Left	A	A
	SB Left	A	A
4: WCR 46.5 & Mountain Bluebird Drive	EB Approach	A	A
	SB Left	A	A
	SB Right	A	A

Table 3: 2024 (Opening Day) Levels of Service

Intersection	Movement/ Approach	AM Peak LOS		PM Peak LOS	
		Background Traffic	Total Traffic	Background Traffic	Total Traffic
1: Parish Avenue & Molinar Street	WB Left	B	B	C	C
	WB Right	B	B	B	B
	SB Left	A	A	A	A
2: Parish Avenue & Settler Way	EB Left	C	C	C	D
	EB Through/Right	B	B	B	B
	WB Left	C	C	C	C
	WB Through/Right	B	B	B	B
	NB Left	A	A	A	A
	SB Left	A	A	A	A
3: Parish Avenue & WCR 46.5 / Centennial Drive	EB Approach	B	B	C	C
	WB Approach	B	B	B	B
	NB Left	A	A	A	A
	SB Left	A	A	A	A
4: WCR 46.5 & Mountain Bluebird Drive	EB Approach	A	A	A	A
	WB Approach	A	A	A	A
	NB Left	A	A	A	A
	NB Through/Right	A	A	A	A
	SB Left	A	A	A	A
	SB Through/Right	A	A	A	A
5: Molinar Street & Mtn. Bluebird	WB Approach	A	A	A	A
	NB Approach	A	A	A	A
6: Molinar Street & Condor Way	NB Approach	A	A	A	A
	SB Approach	A	A	A	A

Table 4: 2045 (Future Year) Levels of Service

Intersection	Movement/ Approach	AM Peak LOS		PM Peak LOS	
		Background Traffic	Total Traffic	Background Traffic	Total Traffic
1: Parish Avenue & Molinar Street	WB Left	D	D	E	F (55s)
	WB Right	B	B	B	C
	SB Left	A	A	A	A
2: Parish Avenue & Settler Way	EB Left	E	E	F (173s)	F (211s)
	EB Through/Right	C	C	C	C
	WB Left	E	E	F (93s)	F (109s)
	WB Through/Right	B	B	C	C
	NB Left	A	A	A	A
	SB Left	A	A	A	A
3: Parish Avenue & WCR 46.5 / Centennial Drive	EB Approach	D	E	F (72s)	F (76s)
	WB Approach	C	D	E	E
	NB Left	A	A	A	A
	SB Left	A	A	A	A
4: WCR 46.5 & Mountain Bluebird Drive	EB Approach	A	A	A	A
	WB Approach	A	A	A	A
	NB Left	A	A	A	A
	NB Through/Right	A	A	A	A
	SB Left	B	B	B	B
	SB Through/Right	A	A	A	A
5: Molinar Street & Mtn. Bluebird	WB Approach	A	A	A	A
	NB Approach	A	A	A	A
6: Molinar Street & Condor Way	NB Approach	A	A	A	A
	SB Approach	A	A	A	A

Discussion on Levels of Service

In the existing condition, all movements operate at LOS C or better.

In the 2024 condition, nearly all movements are expected to operate at LOS C or better with both background traffic and total traffic. The EBL movement at Parish & Settler is expected to operate at LOS D in the PM peak hour with total traffic.

In the 2045 condition, some movements are expected to operate at LOS E or F. This is primarily a result of increased background traffic volumes in the future.

Queue Lengths

JR analyzed each of the Study intersections for 95th percentile queue lengths using HCM 6th Edition methodology. **Table 5** includes the queue lengths for the year 2022 with existing traffic. **Table 6** includes the queue lengths for the year 2024 with total traffic. **Table 7** includes the queue lengths for the year 2045 with total traffic.

Table 5: 2022 (Existing) 95th Percentile Queue Lengths

Intersection	Movement/Approach	AM Peak Queue (ft)	PM Peak Queue (ft)
1: Parish Avenue & Molinar Street	WB Left	<25	<25
	WB Right	<25	<25
	SB Approach	<25	<25
2: Parish Avenue & Settler Way	EB Left	<25	<25
	EB Through/Right	<25	<25
	WB Left	<25	<25
	WB Through/Right	<25	<25
	NB Left	<25	<25
	SB Left	<25	<25
3: Parish Avenue & WCR 46.5 / Centennial Drive	EB Approach	<25	<25
	WB Approach	<25	<25
	NB Left	<25	<25
	SB Left	<25	<25
4: WCR 46.5 & Mountain Bluebird Drive	EB Approach	<25	<25
	SB Left	<25	<25
	SB Right	<25	<25

Table 6: 2024 (Opening Day) 95th Percentile Queue Lengths

Intersection	Movement/Approach	AM Peak Queue (ft)	PM Peak Queue (ft)
1: Parish Avenue & Molinar Street	WB Left	<25	<25
	WB Right	<25	<25
	SB Left	<25	<25
2: Parish Avenue & Settler Way	EB Left	<25	<25
	EB Through/Right	<25	<25
	WB Left	<25	<25
	WB Through/Right	<25	<25
	NB Left	<25	<25
	SB Left	<25	<25
3: Parish Avenue & WCR 46.5 / Centennial Drive	EB Approach	<25	<25
	WB Approach	<25	<25
	NB Left	<25	<25
	SB Left	<25	<25
4: WCR 46.5 & Mountain Bluebird Drive	EB Approach	<25	<25
	WB Approach	<25	<25
	NB Left	<25	<25
	NB Through/Right	<25	<25
	SB Left	<25	<25
	SB Through/Right	<25	<25
5: Molinar Street & Mountain Bluebird Drive	WB Approach	<25	<25
	NB Approach	<25	<25
6: Molinar Street & Condor Way	NB Approach	<25	<25
	SB Approach	<25	<25

Table 7: 2045 (Future Year) 95th Percentile Queue Lengths

Intersection	Movement/Approach	AM Peak Queue (ft)	PM Peak Queue (ft)
1: Parish Avenue & Molinar Street	WB Left	<25	<25
	WB Right	<25	<25
	SB Left	<25	<25
2: Parish Avenue & Settler Way	EB Left	<25	60
	EB Through/Right	<25	<25
	WB Left	<25	58
	WB Through/Right	25	55
	NB Left	<25	<25
	SB Left	<25	<25
3: Parish Avenue & WCR 46.5 / Centennial Drive	EB Approach	75	95
	WB Approach	60	70
	NB Left	<25	<25
	SB Left	<25	<25
4: WCR 46.5 & Mountain Bluebird Drive	EB Approach	<25	<25
	WB Approach	<25	<25
	NB Left	<25	<25
	NB Through/Right	<25	<25
	SB Left	<25	<25
	SB Through/Right	<25	<25
5: Molinar Street & Mountain Bluebird Drive	WB Approach	<25	<25
	NB Approach	<25	<25
6: Molinar Street & Condor Way	NB Approach	<25	<25
	SB Approach	<25	<25

Discussion on Queue Lengths

Due to low traffic volumes at the stop-controlled movements, queue lengths are expected to be nominal in all scenarios, including the 2045 Future Year. No operational issues as a result of queuing are anticipated.

JR gave particular consideration to queuing along Mountain Bluebird Drive between WCR 46.5 and Condor Way. An existing southbound left turn lane at WCR 46.5 & Mountain Bluebird contains 85 feet of storage, which is sufficient to handle 95th percentile queues in 2045. No queuing issues are anticipated at this location. JR also does not anticipate any sight distance concerns.

Traffic Signal at Parish & Settler

The intersection of Parish & Settler may meet signal warrants in the future. However, this Study assumes that the intersection will not become signalized by 2045. Signalization would likely improve traffic operations on the minor approaches to the intersection. JR believes that this is an ideal location for a signal, as it could improve safety for accessing Town Hall, police department, library, and YMCA.

Conclusion

Below is a summary of the conclusions and findings of this TIS.

Levels of Service

All movements operate at LOS C or better in 2022. Nearly all movements are expected to operate at LOS C or better in 2024 with both background traffic and total traffic. In 2045, some movements may operate at LOS E or F due to increased background traffic volumes.

Queue Lengths

No operational concerns are anticipated as a result of queue lengths.

Improvements

JR recommends that a southbound left turn lane be added to the intersection of Parish & Molinar, which would require on-street parking to be prohibited. This improvement would be jointly funded between the Town and the Project. JR recommends that the turn lane include 100 feet of storage.

Additional improvements may help traffic operations. Specifically, WCR 46.5 may be widened in the future. Also, the intersection of Parish & Settler could become signalized in the future.

Mountain View II - Architectural Variance

Requirement:	15% Glazing on side elevations
Request:	Reduced requirement on Mountain View West Subdivision 3rd Replat.

Background:

Mountain View West PUD was approved in 2017 and included standards regarding architecture. The current proposed architecture meets and exceeds the standards in the PUD.

Town of Johnstown criteria for side elevations requires 15% of the wall to be windows or glazing.

Mountain View Subdivision 3rd Filing is requesting a variance from this standard of 15%, to allow for a minimum of 5% glazing. Most units will exceed the 5% and range up to 10% (see example on page 3). For reference 5% of the side elevations is approximately 40 SF or 1 – 8' x 5' window.

Justification:

1. The proposed units in this filing exceed the previously approved filing in both masonry and glazing (elevations on sheet 2). In response to staff direction, we have added additional masonry and glazing to our side elevations. Our floorplans do not allow for us to meet the 15% requirement.

2. The proposed filing includes substantially more open space and landscaping than code and previous approvals, which at maturity will create variation along the streetscape.

3. Baessler homes strives to provide high quality attainable homes to its home buyers. We have had great response from the previously approved project mentioned above and have been able to provide homes at 50-100k below the market. With the current attainability challenges we feel that this requirement will add undue burden to future homebuyers with no benefit. We believe this will be a beautiful community with almost 50% open space, trails, and quality architecture. We feel this is a reasonable request.

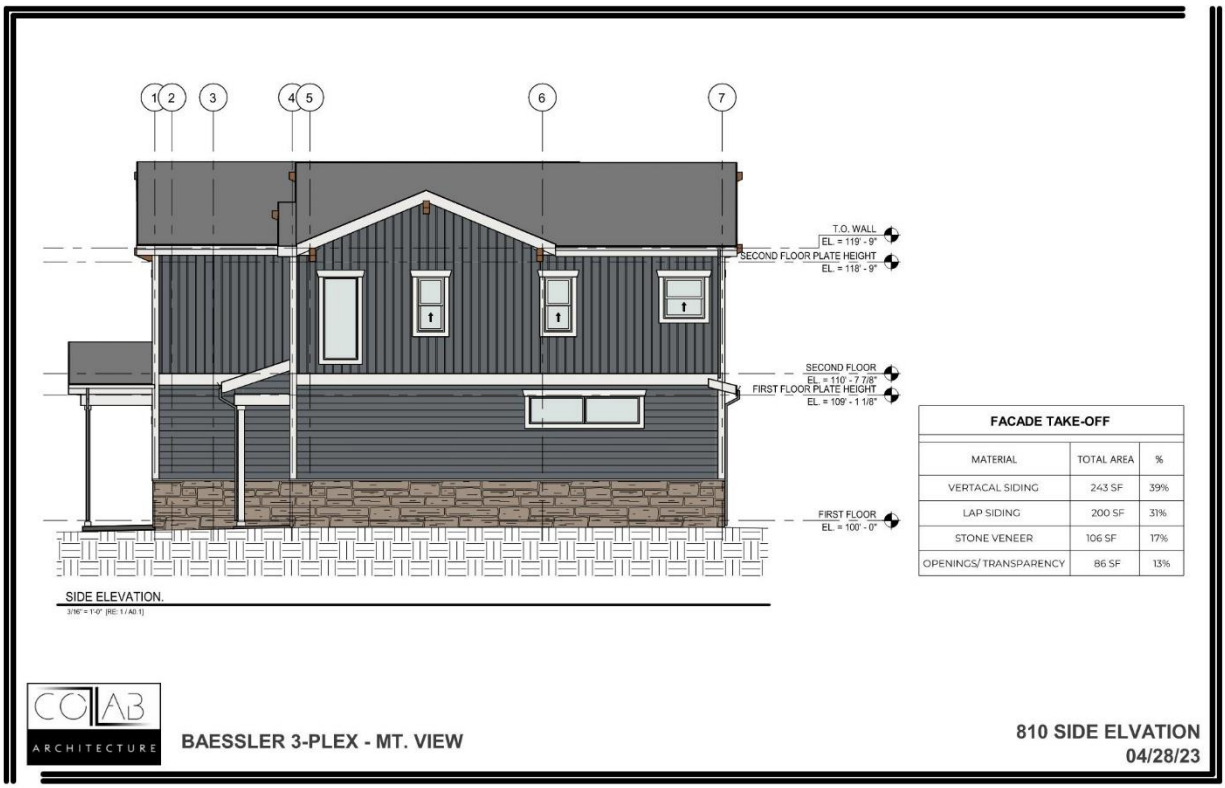
4. Architectural renderings of both the approved subdivision (2021) and the currently proposed subdivision are provided below, as well as a colored layout.

Renderings

Phase 1 (previously approved)

Phase 2 (proposed)

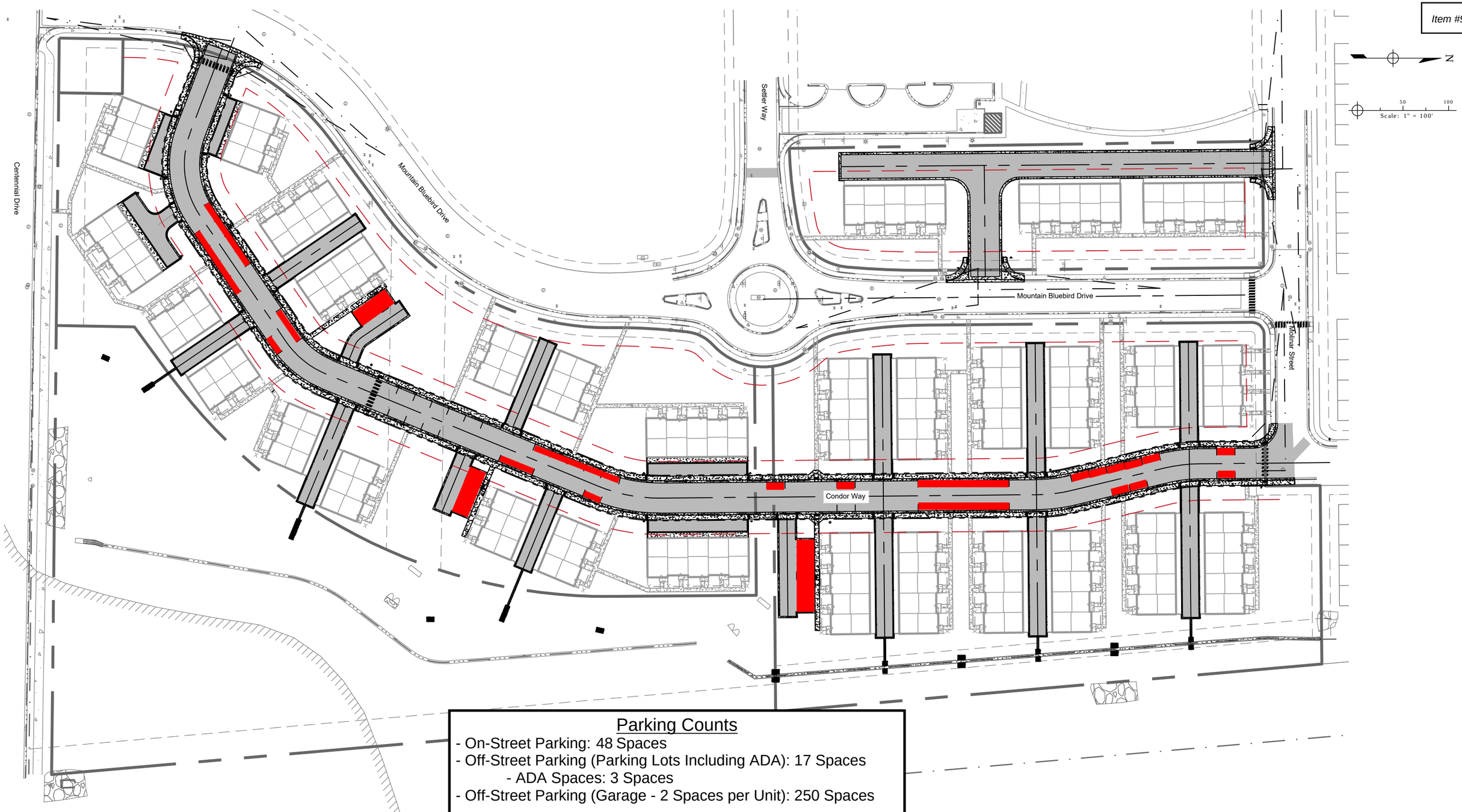
Phase 2 Elevations with Example Percentages (Proposed)



FACADE TAKE-OFF		
MATERIAL	TOTAL AREA	%
VERTACAL SIDING	243 SF	39%
LAP SIDING	200 SF	31%
STONE VENEER	106 SF	17%
OPENINGS/ TRANSPARENCY	86 SF	13%

Overall Layout (Proposed)

Item #9.



Parking Counts

- On-Street Parking: 48 Spaces
- Off-Street Parking (Parking Lots Including ADA): 17 Spaces
  - ADA Spaces: 3 Spaces
- Off-Street Parking (Garage - 2 Spaces per Unit): 250 Spaces

Total Parking Spaces (Including Garages and ADA): 315 Spaces

02/23/2023

Mountain View II

Parking Exhibit

LANDONE engineering

970-632-2311

Town of Johnstown

PLANNING & ZONING COMMISSION
STAFF ANALYSIS REPORT

ITEM:	**Public Hearing and Consideration of the Preliminary/Final Subdivision Plat and Final Development Plan for Mountain View West 3rd Replat (Townhomes II)**
PROJECT NO:	SUB22-0015
PARCEL NOs:	105909218001, 105909213002, 105909215001 & 105909215003
DESCRIPTION:	Subdivision for a residential community consisting of attached single family (townhomes) on approximately 17.4 acres, located in the Mountain View West PUD.
LOCATION:	East of Parish Avenue and North of Centennial Drive
OWNER:	Parish, LLC c/o David Gilbert, Manager
DEVELOPER:	Mountain View Land Developers, LLC - Baessler Homes c/o Mitchell Nelson
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	March 22, 2023

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Final Development Plan – Site, Architecture, Landscape, Water Use
4. Parking Exhibit

EXECUTIVE SUMMARY

The Developer, Mountain View Land Developers, LLC is requesting Preliminary/Final Plat and Final Development Plan approval for a townhome development. The site will consist of 30 townhome buildings, composed of 3, 4 and 5 units each, for a total of 125 residential lots/units, as proposed. The subdivision will also plat outlots for easements, landscaping, open space, parks, parking and stormwater facilities. *(Attachment 2).*

ZONING: PUD-B (Mountain View West Planned Unit Development)

ADJACENT ZONING & LAND USE:

North: PUD-B (Mountain View West) / Existing Baessler Townhomes

East: Unincorporated Weld County / GW Railroad, Ag lands & Little Thompson River

South: PUD-R / Undeveloped land and Little Thompson River

West: PUD-B (Mountain View West) / Johnstown YMCA & undeveloped land

PROPERTY LAND USE HISTORY

The subject property was historically used for agricultural purposes, most recently in the mid-2010's. The subject property was annexed into Johnstown as part of the Parish LLC Annexation in 2014 by Ordinance #2014-133; plat reception #4023196; PUD-B Zoning by Ordinance #2014-134. The subject property has been part of the following platting actions:

- The original Mountain View West Subdivision, recorded January 16, 2018
- The Mountain View West Replat, recorded December 6, 2018
- The Mountain View West Replat Amendment No. 1, recorded July 22, 2021
- The 1st Replat of Block 1 of Mountain View West Subdivision Replat, recorded November 18, 2021, re-recorded December 3, 2021.

The latter two replats jointly comprise the legal description of proposed development. This subdivision is subject to the Mountain View West PUD Design Guidelines, dated November 2017, as approved with the original Subdivision. The subject subdivision complies with the land use plan contained within the Design Guidelines.

SUBMITTAL AND REFERRALS

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

- Johnstown Public Works & Utilities Departments
- Felsburg Holt & Ullevig (Town Traffic Engineer)
- Helton & Williamsen (Water Engineer)
- J-U-B Engineers (Water Modeling)
- Little Thompson Water District
- IMEG (Town Engineer)
- FRFR (Fire District)

PROJECT DESCRIPTION & ANALYSIS

The proposed subdivision would create a residential townhome development consisting of 30 townhome buildings, composed of 3, 4 and 5 units each, for a total of 125 residential lots and dwelling units. These buildings cover approximately 19.4% of the site. The subdivision will also plat outlots for easements, landscaping, open space, parks, parking and stormwater facilities. The development will consist of three blocks, defined by the subdivision roadways of Mountain Bluebird Drive (existing) and Condor Way (proposed). *(Attachment 3)*

This subdivision encompasses 17.4 acres of land and is located east of Parish Avenue and north of Centennial Drive. Notably, the Johnstown YMCA is located directly to the west, the existing Mountain View West Townhomes I development is located directly north, and a Great Western Railroad and Little Thompson River corridors are located to the east. (Attachment 1)

Lots are all approximately 1,174 square feet in area, with a typical width of 22.2 feet – which is comparable to the existing townhome development to the north. The townhomes all have front doors accessing a network of walks, open and landscaped areas, some of which fronts include small off-street parking lots and via the back through the attached garages and shared driveways. Each dwelling unit will have an attached two car garage, in addition to several off-street parking lots and on-street parking spots (Attachment 4).

Condor Way is a proposed north-south oriented public street that bisects the eastern portion of the projects and connects Molinar Street to Mountain Bluebird Drive. All other internal streets and driveways will be considered private and will be maintained by the homeowners association. The Street Design complies with Town adopted emergency access requirements.

Grading and drainage of the subdivision will generally slope down from northwest to southeast. The 100-year Zone A Floodplain is present in the southeast portion of the site but is limited to areas within Outlot G, which will be free from residential development. This area will also hold the detention pond for the overall development, which collects into this area via a swale on the east side of the development, and stormwater pipes throughout the site.

Outlots will contain requisite access, drainage, emergency, maintenance and utility easements and open space. Common open space areas are provided throughout the development, providing most units with a min. of 50’ between buildings, which contain small courtyards for each units as well as walks that connect to parking and streets. The open spaces areas will be irrigated and maintained by a Homeowners Association.

The development will contain a mixture of landscape surfaces, including small areas of irrigated turf, rock and wood mulch and native grass and xeric plantings. The development will also provide approximately 10 mini pocket parks spaced at frequent intervals between townhomes, which provides convenience and use opportunity to all residents. Several of these parks will be useful in buffering existing and future developments adjacent to this neighborhood. Other screening efforts include a proposed 6-foot-high privacy fence, notably located on the west side of the subdivision, between the townhomes and the YMCA facility parking lot and sports field. Additionally, 3-foot-high split rail fences with gates will be located around the front entrances of each unit, providing a clear delineation between public and private spaces.

The streetscapes along Mountain Bluebird Drive, the proposed Condor Way, and Centennial (CR 46.5) will include walks and adjacent canopy street trees with some low plantings.

The 2021 Comprehensive Plan identifies this area as appropriate for Greenway, noting the proximity to the Little Thompson River, as well as medium density and intensity development. Staff finds this development is in general alignment with that plan as 1) the areas limited by environmental site factors, specifically by floodplain, are excluded from residential development; 2) this greenway area includes a regionally significant trail corridor along the Little Thompson River, currently under construction and dedicated to the Town as part of the park and open space requirements for the original Mountain View West subdivision. This trail will provide an opportunity for pedestrian access beneficial to the Johnstown community for recreation, wellness, nature connectivity and non-vehicular transportation – all being well-planned features of denser residential development; and 3) the townhome density is in alignment with the medium density and intensity land uses, which contributes to a pedestrian-scale built and natural environment.

Overall, Staff has no significant outstanding concerns with this development and believes it will promote the Town's goals of housing type diversity, walkable neighborhoods, efficient development patterns and logical extension of infrastructure. On a whole-Town level, this development will assist in the sequential build out in this part of Johnstown, located along the Parish Avenue Corridor and will provide needed attached housing inventory. On a neighborhood level, it will activate and support the greater Mountain View West PUD, which is designed for a variety of complimentary land uses, including residential.

The final development review process of revision and review of engineering plans and reports, including the traffic study, remain ongoing. Staff feels confident in the overall layout such that a Planning & Zoning Commission hearing was appropriate. Council hearings will be scheduled one all appropriate agreements are finalized, and outstanding plans and reports adequately address remaining concerns.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, March 2, 2023. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. No public comments have been received by Staff as of the date of publication of this report.

RECOMMENDED FINDINGS, CONDITIONS, AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval to Town Council, that the requested Preliminary/Final Plat and Final Development Plan for Mountain View West 3rd Replat (Townhomes II) be approved based upon the following findings:

1. The proposed subdivision is consistent with the Johnstown Area Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the applicable Mountain View West Design Guidelines, Town's codes, regulations, and requirements.
3. The proposed subdivision will meet the needs of the community by providing townhome housing located close to downtown businesses and Town recreational and governmental services. This type of development features an appropriately dense housing layout which is encouraged in the core part of Johnstown. The property is also compatible with adjacent development and surrounding land uses and will not detract from existing land uses.

Recommended Motion to Approve

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the Final Plat and Final Development Plan for Mountain View West 3rd Replat (Townhomes II).

Alternative Motions:

Motion to Recommend Approval with Conditions

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the Final Plat and Final Development Plan for Mountain View West 3rd Replat (Townhomes II), with the following conditions:

1. …

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Denial of the Final Plat and Final Development Plan for Mountain View West 3rd Replat (Townhomes II), based on the following findings.

Town of Johnstown

MOUNTAIN VIEW WEST 3RD REPLAT (TOWNHOMES II)

Preliminary/Final Subdivision Plat and Development Plan (SUB22-0015)

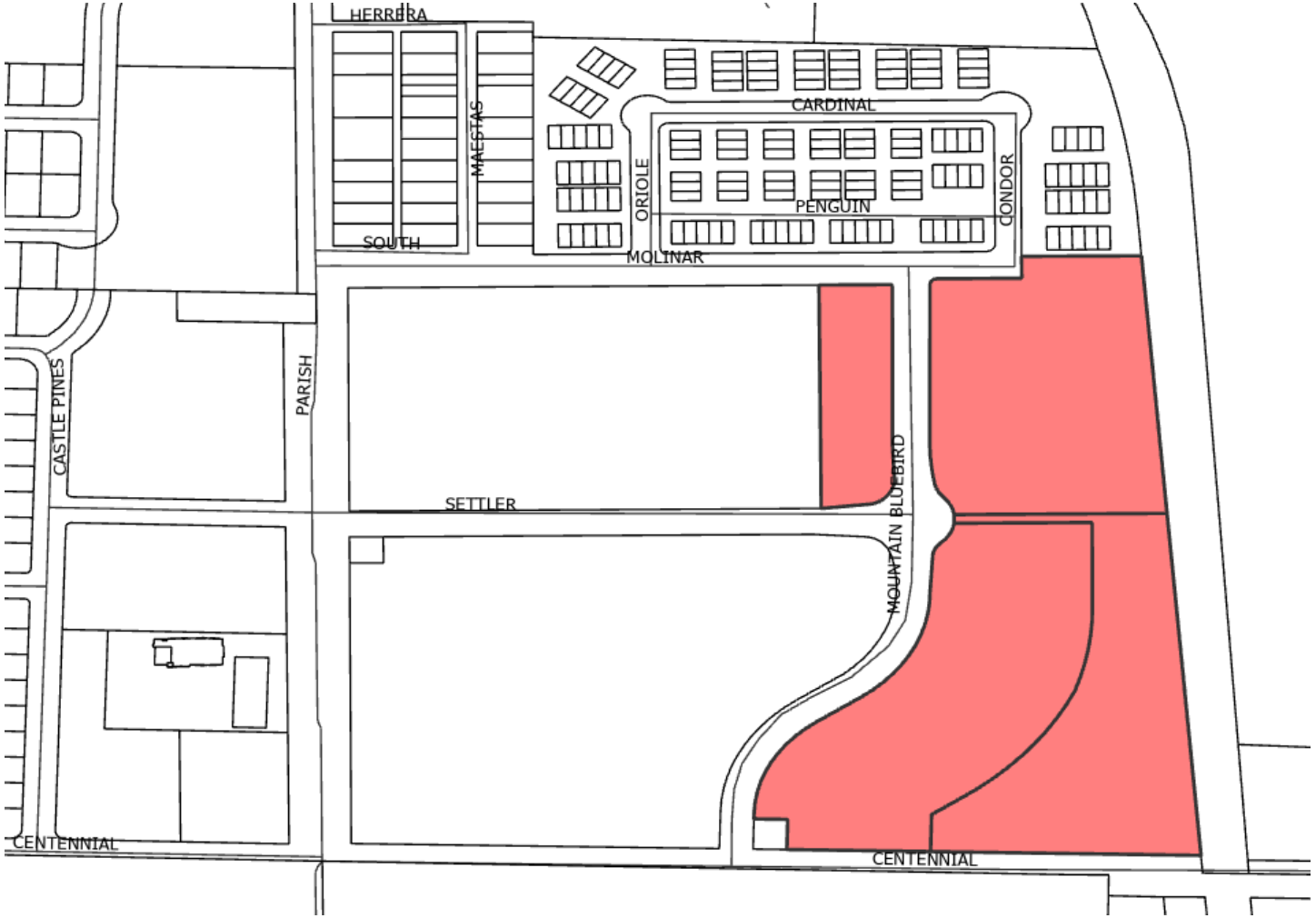
Town Council

May 15, 2023

VICINITY MAP

- Approx. 17.4 Acres
- Part of Mountain View West PUD

- East of Parish Ave. & the YMCA Rec Center
- North of CR 46.5/Centennial
- West of Great Western RR & Little Thompson River
- South of Molinar St.

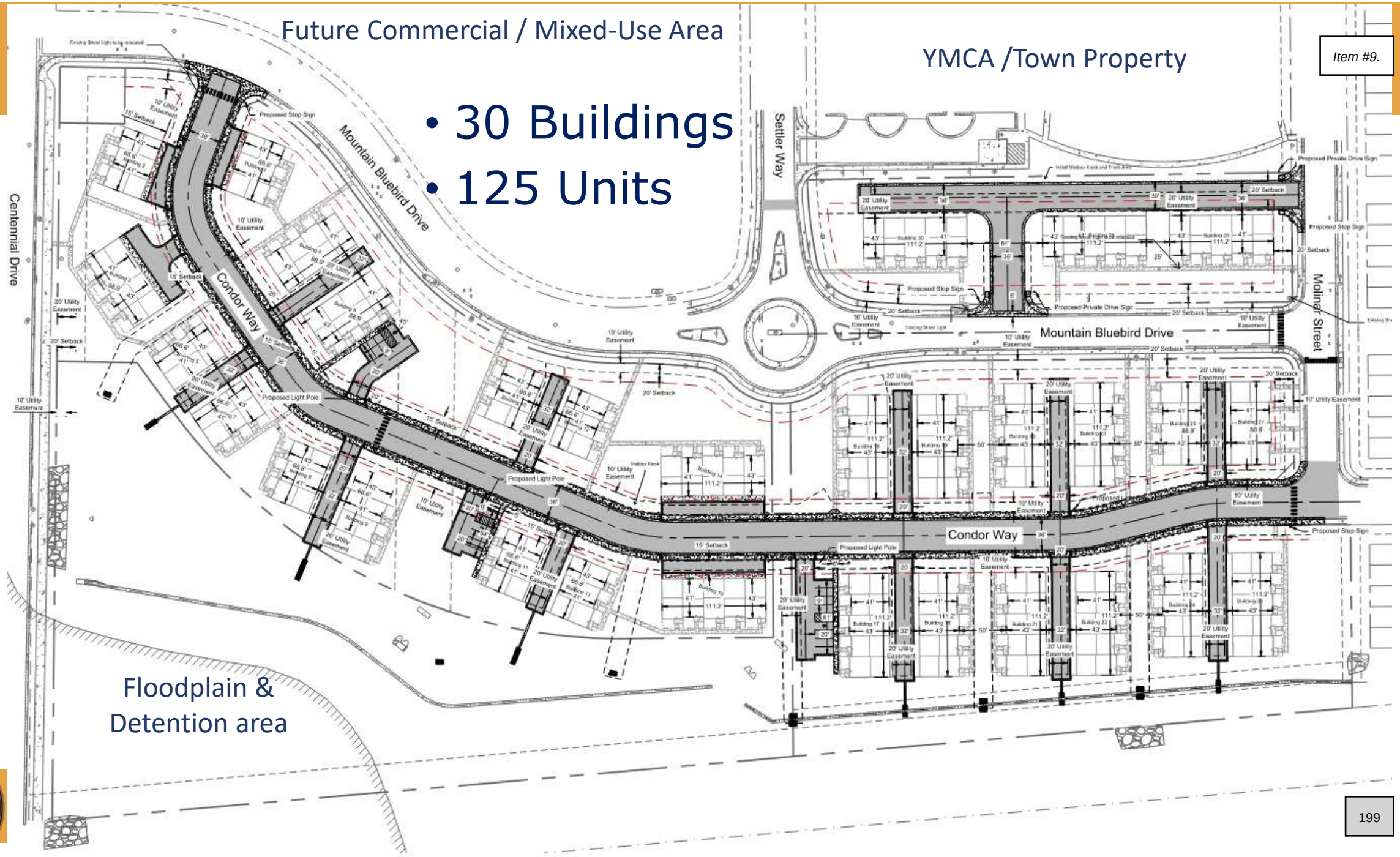


BACKGROUND

- 2014 Parish LLC Annexation
  - PUD-B
- 2017 Mountain View West PUD Design Guidelines
- Subdivisions:
  - 2018 Mountain View West Sub
  - 2018 replat
  - 2021 replat amendment
  - 2021 1st replat of Block 1 - Townhomes

Future Commercial / Mixed-Use Area

- 30 Buildings
- 125 Units



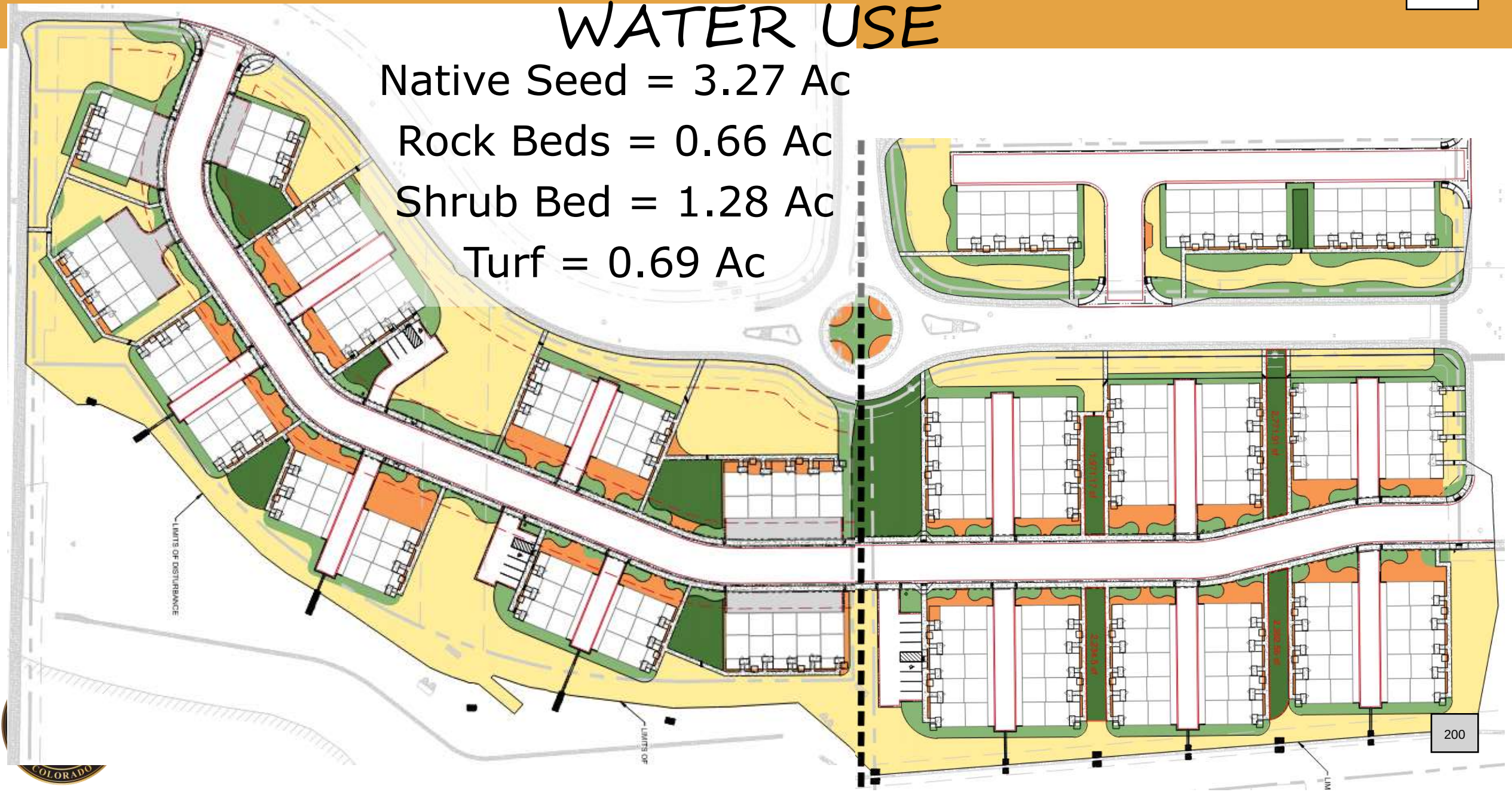
OPEN SPACE, LANDSCAPING & WATER USE

Native Seed = 3.27 Ac

Rock Beds = 0.66 Ac

Shrub Bed = 1.28 Ac

Turf = 0.69 Ac

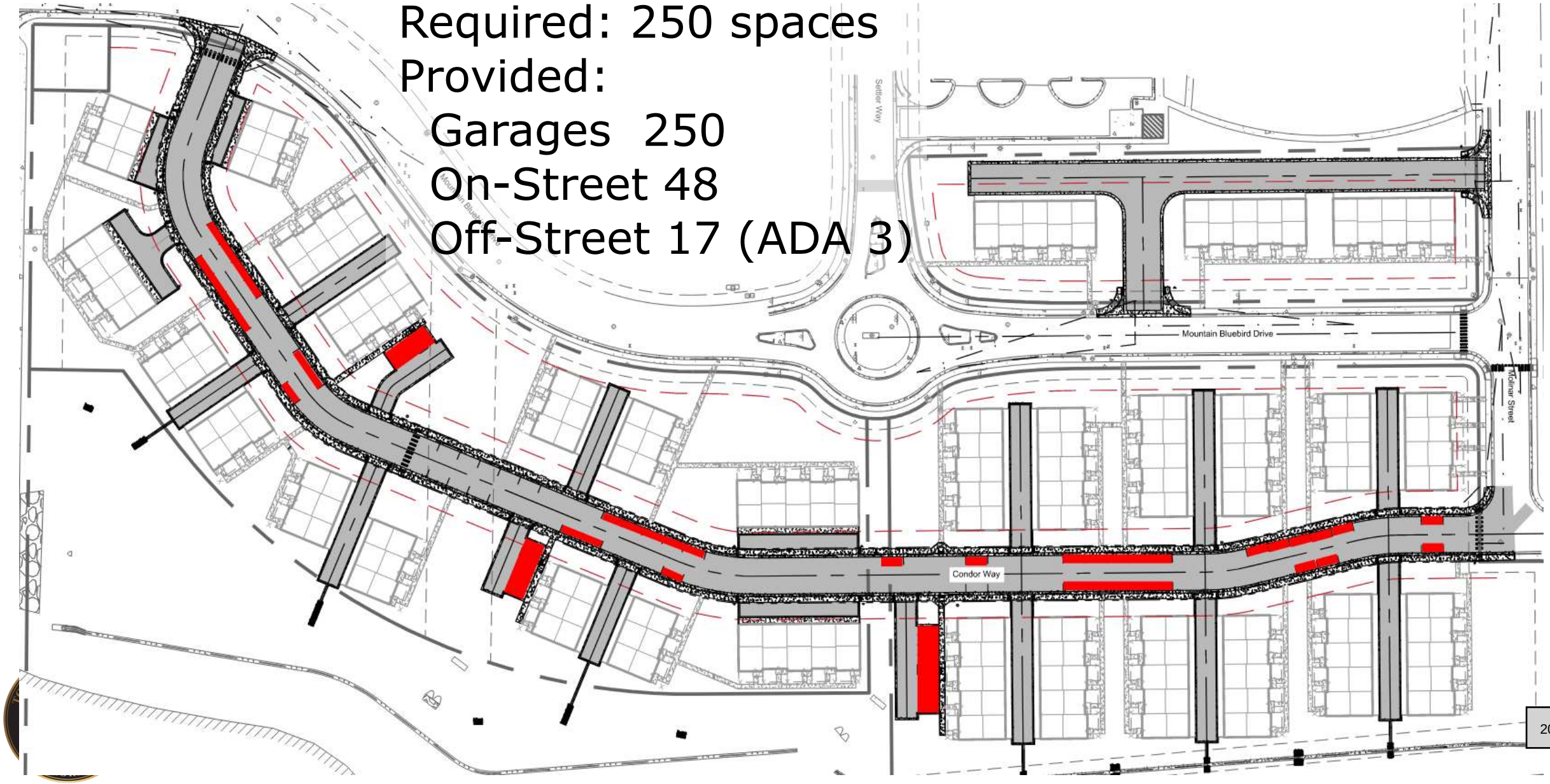


ADDITIONAL PARKING

Required: 250 spaces

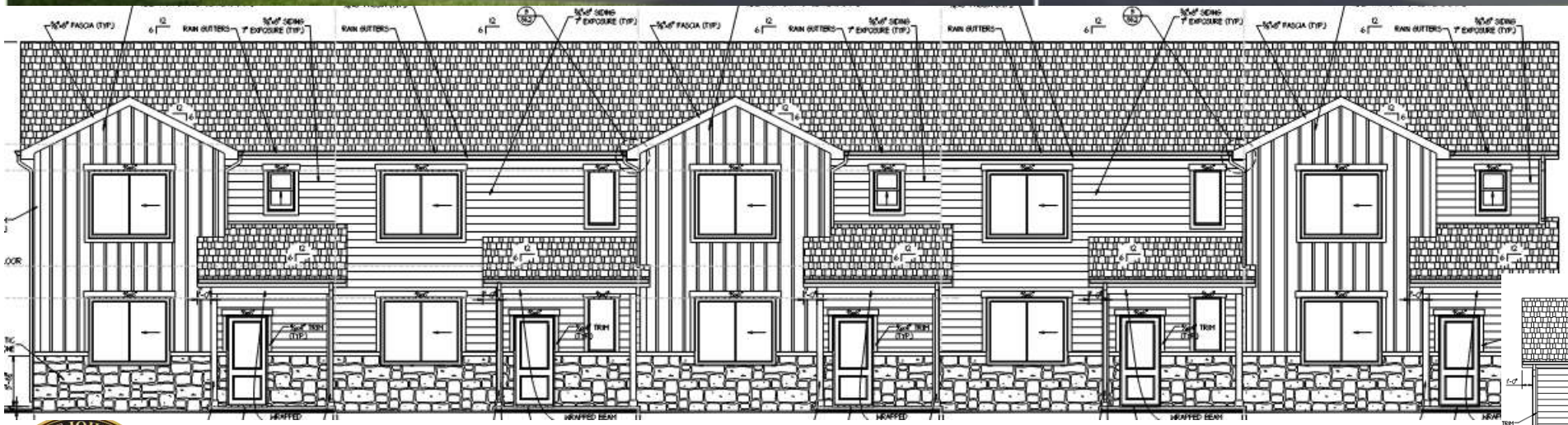
Provided:

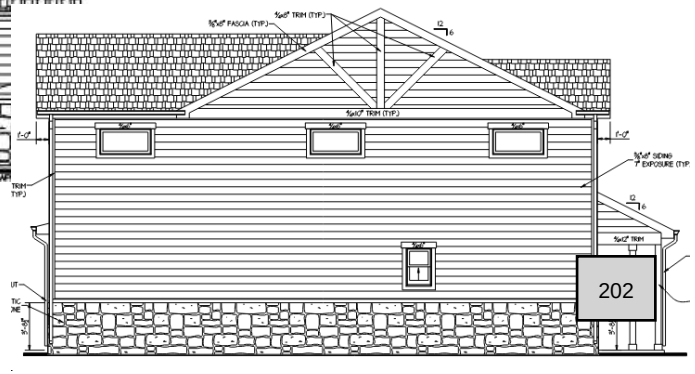
- Garages 250
- On-Street 48
- Off-Street 17 (ADA 3)



TOWNHOME ELEVATIONS

Item #9.

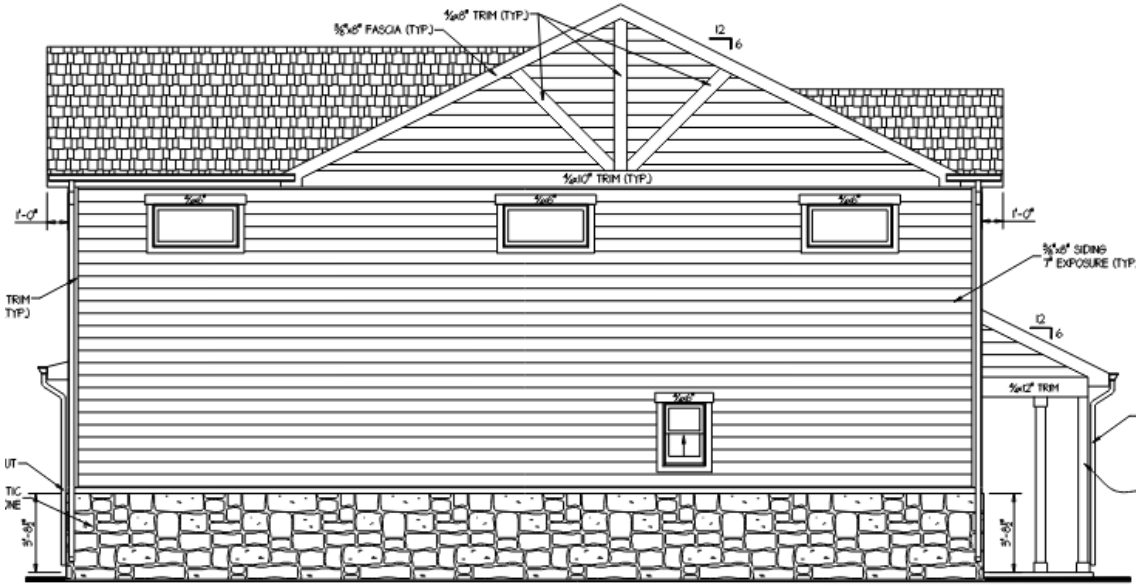




Town of Johnstown

johnstown.colorado.gov| 970-587-4664

REQUESTED MODIFICATION



Town of Johnstown
johnstown.colorado.gov| 970-587-4664

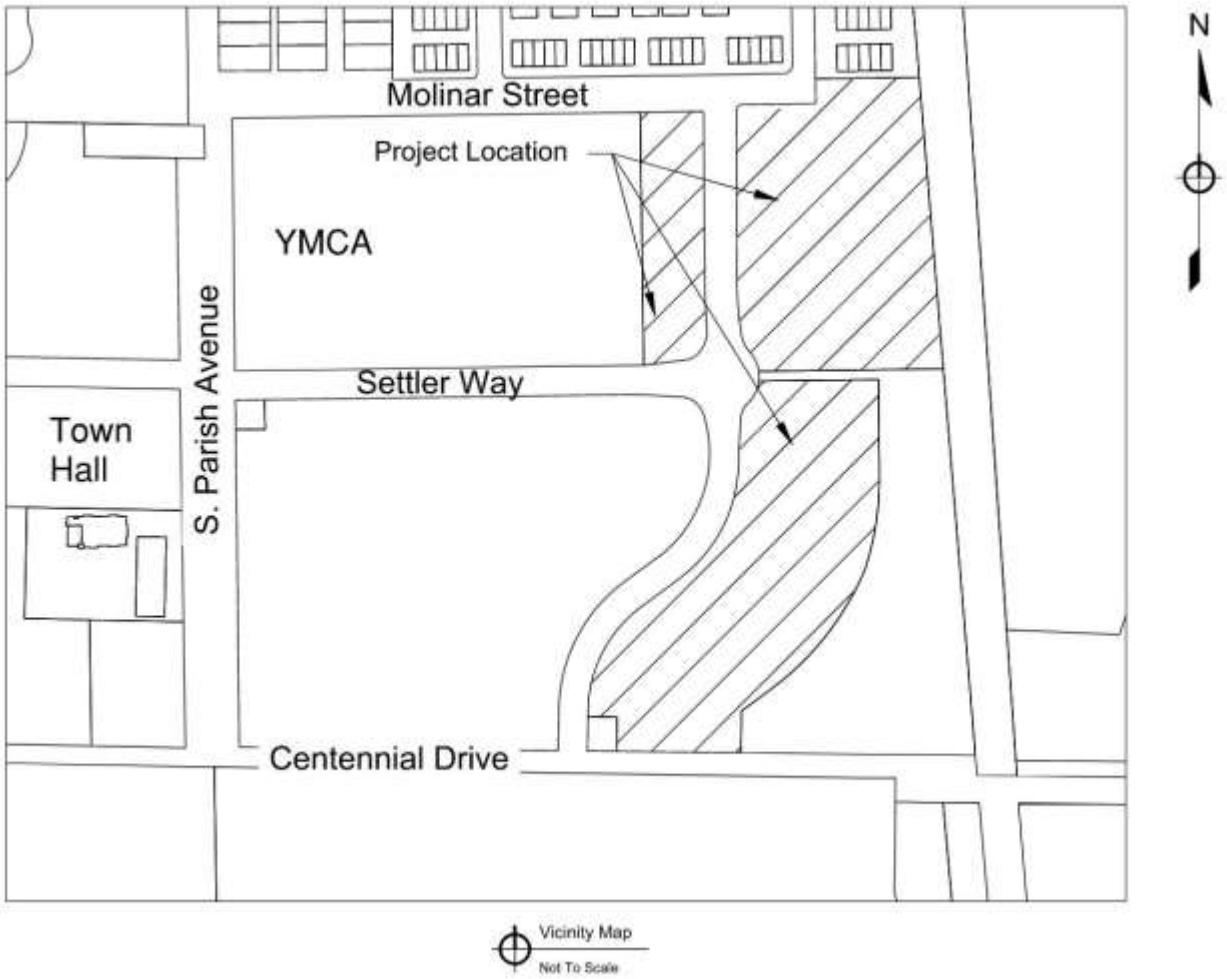
ANALYSIS & RECOMMENDATION

- Conforms to the Mountain View West PUD Design Guidelines.
- Is in substantial compliance with the Town's codes, regulations, and requirements
- Promotes the Towns goals of diversity of housing types, walkable mixed-use neighborhoods, and an efficient pattern of development.
- PZC held Hearing, Recommends Approval

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT

TOWN COUNCIL COMMISSION
5.15.23
JOHNSTOWN, COLORADO

PRELIM/FINAL PLAT



LOCATION:

LOCATED EAST OF THE YMCA IN THE EXISTING MOUNTAIN VIEW WEST PUD.

PROJECT BACKGROUND

•Tonight, we are presenting the Mountain View West Subdivision 3rd Replat. We originally submitted the Prelim/Final Plat package to staff in October of last year.

•The overall project statistics.

- 125 Townhome Units
- 17 Acres total (includes 4.68 acres of existing detention)
- 12+ Acres of developed area.
- 6.4 Acres of open space (almost double the requirement)
- Multiple private pocket parks
- Code compliant parking
- Meets and exceeds all previously approved PUD Standards

•The proposed units will complement both the existing and successful Mountain View Townhomes as well as the proposed commercial to the west.

ARCHITECTURAL VARIANCE

- This project is requesting the following architectural variance.

Requirement: Minimum 15% Glazing on side elevations that face a public street.

Request: Minimum of 5% Glazing on side elevations that face a public street. This will likely be higher in most cases. See example.

Justification:
- Previous Filings
- Floorplans
- Open Space
- Attainability and overall quality of development

Previously Approved Elevations

Proposed Perspective

Note: Colors, and glazing orientation may change.

SIDE ELEVATION.

3/16" = 1'-0" [RE: 1 / A0.1]

FACADE TAKE-OFF

MATERIAL	TOTAL AREA	%
VERTACAL SIDING	243 SF	39%
LAP SIDING	200 SF	31%
STONE VENEER	106 SF	17%
OPENINCS/ TRANSPARENCY	86 SF	13%

COLAB ARCHITECTURE

BAESSLER 3-PLEX - MT. VIEW

810 SIDE ELVATION
04/28/23

Next Steps

- Tonight, we are requesting Town Council approval of the Final Plat for Mountain View West Subdivision 3rd Replat
- With an approval of the Final Plat tonight we will continue to work with staff to finalize the Development Agreement and Construction Drawings.
- We look forward to getting a shovel in the ground and bringing new homes to the Town of Johnstown this year.

Comments/Questions?

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: 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

ACTION PROPOSED: 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 presented would authorize and remit a question to the registered voters of the Town of Johnstown for the April 2, 2024 general election cycle. The public hearing was initially opened on May 1, 2023. While there was a discussion among Town Council and Staff, the item was tabled pending additional revisions to the proposed Water Policy. 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, the following language would be codified in the Home Rule Charter:

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.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECCOMMENDED ACTION: Approve Ordinance 2023-251 upon first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2023-251 upon first reading.

For Denial: I move to deny Ordinance No. 2023-251 upon first reading.

Reviewed and Approved for Presentation,

Town Manager

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 _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____

Hannah Hill, Town Clerk Troy D. Mellon, Mayor

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: TRR Community Center Time Extension Request

ACTION PROPOSED: Consider Time Extension Request

ATTACHMENTS: 1. Letter from Oakwood Homes Development

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

The Town entered into a Subdivision Development Agreement (DA) with Clayton Properties Group II, LLC (Oakwood Homes) for Filing No. 12 in September 2021. The DA included obligations for completion the Community Center on the east side of the subdivision not later than the issuance of 500 certificates of occupancy by the Town beyond those certificates of occupancy issued for Thompson River Ranch Filing Nos. 1, 3 and 4, or by June 30, 2023, whichever is earlier.

Currently the facility is well under construction and Oakwood has suggested that if permissible they could receive a Temporary Certificate of Occupancy for the pool facility. However, the community center that serves both the pool and the community for meeting and events is not complete, and will not be completed by the June 30, 2023 deadline. While not relevant, it is Staff's opinion that it would be more beneficial to open the community center and pool at the same time given the assumed need for lavatory and cleaning type facilities. Additionally, the agreement does not stipulate any consequences for not completing the project by the aforementioned deadline.

Oakwood is requesting an extension of the Development Agreement for Filing 12 until September 30, 2023. The extension request is due to the following:

- Asphalt Top Lift
- Building Electrical Switchgear (supply chain delays)
- Interior finishes (paint/casework/appliances)

- Site signage and striping

Staff supports the extension of time request to September 30, 2023, considering Oakwood's diligence in completing the project. Staff will continue to work with Oakwood to ensure these elements are completed.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Authorize the extension of time as requested.

SUGGESTED MOTIONS:

For Approval: I move 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.

For Denial: I move to deny the request for a time extension and direct the Town Manager to enforce the Filing No. 12 agreement.

Reviewed and Approved for Presentation,

Town Manager

OAKWOOD
HOMES

A Berkshire Hathaway Company

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

April 28, 2023

Dear Mr. LeCerf,

Pursuant to the Subdivision Development and Improvement Agreement for The Town of Johnstown Thompson River Ranch Filing No. 15, Exhibit B-3 – Additional Terms, Conditions or Provisions, we are requesting a time extension to complete the community building and swimming pool.

The community building and swimming pool were to be completed by June 30, 2023, or by the issuance of the 500th certificate of occupancy issued by the Town excluding Filings 1, 3 and 4. We are diligently working to complete the community building and swimming pool, but there are elements of the facility that will not be completed by the end of June. This delay has been caused by both inclement weather and supply chain issues. One example of the supply chain delays is the availability of the electrical equipment originally designed for the facility that is no longer currently available. Our design team has procured an alternative system, but this required revisions to plans and reports and updated bid documents. Therefore, we would like to ask for an extension to September 30, 2023.

- Outstanding Items to complete after June 30th:
    -
    - Top lift of asphalt
    - Building Electrical Switchgear
    - Interior finishes (paint/casework/appliances)
    - Site signage and striping

Thank you for your consideration to this request.

Sincerely,

Greg Saia
Director of Entitlements and Acquisitions

4908 Tower Road | Denver, CO 80249 | 303-486-8500 | OakwoodHomesCo.com

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Subdivision Development and Improvement Agreement – Mountain View West 3rd Replat, with Mountain View Land Developers, LLC

ACTION PROPOSED: Consideration and Approval of the Subdivision Development and Improvement Agreement – Mountain View West 3rd Replat, with Mountain View Land Developers, LLC

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Mountain View Land Developers, LLC, has requested approval of a Preliminary/Final Subdivision Plat for a 125 unit townhome development known as Mountain View West 3rd Replat Subdivision Filing No. 3, encompassing approximately 17.42 acres located east of Mountain Bluebird Dr., and the Johnstown Recreation Center, and north or CR 46.5/Centennial.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with Town-approved development plans and construction plans.

Exhibit B-3 – Special Provisions include additional obligations of the Developer to construct or financially participate in final improvements identified in the final, Town-approved Traffic Impact Study for the Development. This document is still in review by the Town; final requirements would be based on accepted conclusions by the Town Traffic Engineering consultant and the Town Manager.

Staff recommends approval of the agreement to facilitate the appropriate construction of and obligations for the Development.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement for Mountain View West 3rd Replat Subdivision, with Mountain View Land Developers, LLC

SUGGESTED MOTIONS:

For Approval
I move to approve the Subdivision Development and Improvement Agreement for Mountain View West 3rd Replat Subdivision.

For Denial
I move to deny the Subdivision Development and Improvement Agreement for Mountain View West 3rd Replat Subdivision.

Reviewed and Approved for Presentation,

Town Manager

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the "Town") and **Mountain View Land Developers, LLC**, a Colorado limited liability company ("Developer").

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Mountain View West Subdivision Third Replat ("Development"); and

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

WHEREAS, the Town Council approved, or will approve, the Final Plat by passage of Resolution 2023-_____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference ("Resolution"); and

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

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

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

1.4 **"Development"** shall mean all the Property, property rights and Subdivision Improvements within the legal description in **Exhibit A**.

1.5 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

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

1.7 **"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.

1.8 "**Notice of Construction Acceptance**" shall mean the written certification that the Public Improvements are complete, which starts the warranty period.

1.9 **Notice of Final Acceptance**" or "**Final Acceptance**" shall mean the written certification of final acceptance of the Public Improvements.

1.10 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, street signs and posts, street lighting, parks and open space, trails and postal service boxes.

1.11 **"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, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.12 **"Subdivision Improvements"** shall mean the Public Improvements, Private Improvements and Dry-Utilities.

1.13 **"Town"** shall mean the Town of Johnstown, Colorado.

1.14 **"Town Engineer"** shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

1.15 **"Town Manager"** shall include the Town Manager and his authorized designees.

1.16 **"Town Official"** shall include the Town Manager, Town Attorney and their 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 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, Developer shall submit the Civil Engineering Construction Plans to the Town for review and shall participate in a pre-construction meeting with the Town Public Works Department. 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. If phasing is indicated on the approved Civil Engineering Construction Plans, such phasing may be modified only with approvals of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and

Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon land dedication or acceptance of 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. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 ***Construction of Public Improvements:***

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

2.2.2 At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 300-foot radius of the construction and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Such contact list shall be provided to the Town with a copy of the notification prior to the commencement of the construction. Notification may be made by U.S. mail or by delivering a printed flyer left at each affected home or business location.

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

2.4 ***Testing and Inspection***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials

or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

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

2.6 ***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 attached hereto as **Exhibit D**, or an irrevocable letter of credit in the form also attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

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

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan,

the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor based on the approved plans generated by a licensed landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town may, in its discretion, allow Developer to defer completion of the landscaping services between December 1 and May 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with 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 is provided to the Town.

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

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***Notice of Construction Acceptance***: Developer shall make written application to the Town Manager for acceptance of the Public Improvements and for final review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time

to complete. With respect to the Public Improvements, 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 Manager 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 shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

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

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. 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 certain of the less critical improvements, as determined and agreed-upon by the Town in its sole

discretion. In which case, the 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 of 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, upon the issuance of the Notice of Construction Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

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 Public 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. If the Town determines that the Public 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 Public Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

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

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners association. Upon written approval of the covenants, bylaws

and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the homeowners 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, including detention and stormwater facilities, irrigation and landscaping of common open spaces and adjacent public rights-of-way shall be owned, operated and maintained, as appropriate by the homeowner's association or a metropolitan district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the homeowner's association, a metropolitan or special district or the appropriate public utility company.

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.

BUILDING PERMITS

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete and a performance guarantee is in place; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (7) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in 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 such improvements be completed prior to the issuance of certificates of occupancy. For purposes of clarity and agreement, the completion of Dry Utilities shall not prevent the issuance of building permits. Developer shall provide signed dry utility agreements and proof of payment to dry utility companies to the Town in order to allow the issuance of building permits. No certificates of occupancy shall be issued until all Dry Utilities are fully completed and operational. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales. Developer reserves the right to request acceptance for each phase separately per the phasing plan provided in Exhibit E, which may be granted at the discretion of the Town.

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

OPERATION STANDARDS

8.1 [Intentionally omitted.]

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and all other applicable agreements with the Town related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Johnstown Municipal Code, landscape and construction standards and specifications and the Town and PUD design guidelines.

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to an owners association or metropolitan district.

9.4 All Final Plat and construction drawings shall be submitted in print and digital form which must conform to the Town's format and content requirements.

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

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public

Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, 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. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 ***Drainage Liability***: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 ***Tax Liability***: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

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

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

DEFAULTS AND REMEDIES

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

11.2 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. 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. 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, in 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 to be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

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

MISCELLANEOUS

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

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

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

13.4 ***Binding Effect***: Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit** A, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, 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 Council.

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 facsimile or e-mail delivery, but only upon confirmation of receipt of such facsimile or e-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:	**TO TOWN:**
MOUNTAIN VIEW LAND DEVELOPERS, LLC Attention: Andrew Gerk 33105 CR 33 Greeley, CO 80631	**TOWN OF JOHNSTOWN** Attention: Town Manger 450 S. Parish Ave. P. O. Box 609 Johnstown, CO 80534

13.8 ***Costs and Attorney Fees.*** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

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 Weld County, 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 or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

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

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this _____ day of _____, 2023.

MOUNTAIN VIEW LAND DEVELOPERS, LLC

By: _____
Name: Andrew J Gerk
Title: Authorized Agent

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 4 day of May, 2023, by Andrew J. Gerk, as the Authorized Agent of Mountain View Land Developers, LLC.

WITNESS my hand and official seal.

My commission expires: 6/17/2023

MELISSA WHEELER
Notary Public
State of Colorado
Notary ID # 20194022905
My Commission Expires 06-17-2023

Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Troy Mellon, Mayor

ATTEST:

By:_____
Hannah Hill, Town Clerk

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

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 Probable Cost
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

LEGAL DESCRIPTION
(Property)

Lot Two (2) Block Two (2), Block Four (4) and Outlot C, Mountain View West Subdivision Replat, Amendment No.1 recorded July 22, 2021 at Reception No. 4738024 and Tract A, Block Three (3), 1st Replat of Block 1 Mountain View West Subdivision Replat recorded November 18, 2021 at Reception No. 4777371 and Cover Sheet re-recorded December 3, 2021 at reception No. 4781941 within the records of the Weld County Clerk and Recorder, situated in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) Town of Johnstown, County of Weld, State of Colorado, containing an area of 17.42 Acres (758,565 sq. ft.) more or less, together with and subject to all easements and right-of-way existing and/or of public record.

EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DEDICATION

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

Lot Two (2), Block Two (2), Block Four (4) and Outlot C, Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 and Tract A, Block Three (3), 1st Replat of Block 1 Mountain View West Subdivision Replat recorded November 18, 2021 at Reception No. 4777371 and Cover Sheet re-recorded December 3, 2021 at Reception No. 4781941 within the records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado.

Containing an area of 17.42 Acres (758,565 sq.ft.), more or less, together with and subject to all easements and rights-of-way existing and/or of public record, subject to approval by the Town Council of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, outlots, blocks, tracts, rights-of-way and easements as shown on this map to be known as: Mountain View West Subdivision Third Replat and do hereby designate and dedicate all rights-of-way and easements to the Town of Johnstown, unless noted otherwise.

OWNER'S APPROVAL

Know All Men By These Presents, that we, Mountain View Land Developers, LLC, a Colorado limited liability company, and Parish, LLC, being the sole owner(s) of the land described hereon, and _____, _____, _____, _____, are all of the mortgagees and holders of liens upon the property, and each and all hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

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

Owner: Mountain View Land Developers, LLC, a Colorado limited liability company

_____

By: AJP NP Development, LLC Manager: Andrew J. Gerk, Member

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by AJP NP Development, LLC, Manager: Andrew J. Gerk, Member, on this _____ day of _____, 20____. Witness my hand and seal.

My commission expires _____

_____
Notary Public

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

Owner: Parish, LLC, a Colorado limited liability company

_____

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

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

State of California)
)ss
County of _____)

On _____ before me, _____,

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

TOWN COUNCIL

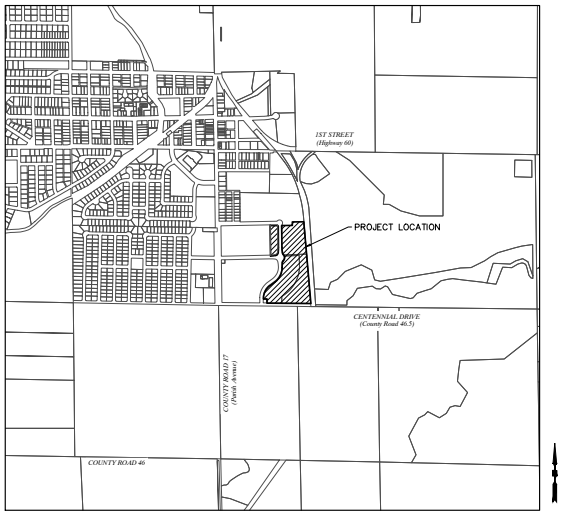
This Plat, to be known as MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT, is approved and accepted by

the Town of Johnstown, by Resolution Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado.

Held on the_____ day of _____, 20_____.

By: _____
Mayor

Attest: _____
Town Clerk
(Seal)



VICINITY MAP
SCALE: 1"=1000'

VICINITY MAP LEGEND

GIS PARCEL LINE
SUBJECT PROPERTY

LAND USE SUMMARY - MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

PORTION	AREA (Sq.Ft.)	AREA (Acres)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL AREA
BLOCK 1 LOTS	17,676	0.41	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	2.4%
OUTLOT A	51,624	1.19	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	6.8%
BLOCK 1 OVERALL	69,299	1.60	-	-	PUD-B BLOCK	9.2%
BLOCK 2 LOTS	58,887	1.35	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	7.7%
OUTLOT B	46,885	1.08	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	6.2%
OUTLOT D	2,355	0.05	PARISH, LLC	PARISH, LLC	MAINTENANCE, ACCESS, UTILITY AND DRAINAGE EASEMENT	0.3%
OUTLOT E	69,956	1.61	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	9.2%
BLOCK 2 OVERALL	178,083	4.09	-	-	PUD-B BLOCK	23.5%
BLOCK 3 LOTS	70,656	1.62	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	9.3%
OUTLOT C	83,850	1.92	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	11.0%
OUTLOT F	200,534	4.60	HOA	HOA	PUD-B TRACT	26.4%
OUTLOT G	82,630	1.90	PARISH, LLC	PARISH, LLC	MAINTENANCE, ACCESS, UTILITY AND DRAINAGE EASEMENT	10.9%
BLOCK 3 OVERALL	437,669	10.04	-	-	PUD-B BLOCK	57.6%
RIGHT-OF-WAY (PUBLIC)	73,513	1.69	PUBLIC	TOWN OF JOHNSTOWN	PUBLIC STREET RIGHT-OF-WAY	9.7%
OVERALL AREA	758,565	17.42	-	-	PUD-B SUBDIVISION	100.0%
OPEN SPACE	334,944	7.70	-	-	REQUIRED (30% OF SITE) = 5.2 ACRES	

TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all Information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon ALTA Commitment Order Number FCC25200306, having an effective date of August 15, 2022 at 5:00 P.M. as prepared by Old Republic National Title Insurance Company, to delineate the aforesaid information.

SURVEYOR'S NOTES:

1. Assuming the South line of the Northwest Quarter of Section 9, T.4N., R.67W., monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 23513 at the West end and a #6 rebar with a 2.5" aluminum cap stamped LS 37908 at the East end, as bearing South 89°24'42" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2711.77' feet with all other bearings contained herein relative thereto.

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

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

PLAT NOTES:

1. MAINTENANCE NOTE: The Town of Johnstown requires that maintenance access be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivders agreement. should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purposes of operations and maintenance. all such maintenance costs will be assessed to the property owner.

2. GENERAL OVERLOT DRAINAGE NOTE: Lots and tracts as platted herein may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner in accordance with Town criteria. Should the owner fail to adequately maintain said facilities, the Town shall have the right to enter said land for the purposes of operations and maintenance of the drainage ways or drainage systems. All such maintenance costs will be assessed to the property owner.

3. MAINTENANCE AND ACCESS: The site will be able to be accessed via the Public Right-of-Way that is being dedicated throughout the property. All private outlots are hereby dedicated as blanket Utility, Drainage, Access and Emergency Access Easements.

4. Ten (10) foot Utility Easements are dedicated along all public rights-of-way.

5. The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-six (36) inches in height from the street level, in accordance with current AASHTO sight lines.

6. It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date construction plans are approved by the Town Engineer, and provided that construction of said roadway(s) is started within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdivider(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.

7. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (cross-access easements, drainage easements, etc.)

8. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or entity other than the Town is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with this development.

9. Public safety access, whether for emergency or non-emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association or metropolitan district will be responsible for ensuring that such access ways are passable at all times, for police, fire and emergency vehicles.

10. Most of the property is in Flood Zone X, Area of Minimal Flood Hazard with the Southeast portion in the 100 Year Flood Zone A, per FEMA Flood Map No. 08123C1684E having an effective date of January 20, 2016.

SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on April 27, 2022, by me or under my direct supervisions and that all monuments existing as shown hereon; that the mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisions or surveying of land an all applicable provisions of the Town of Johnstown.

I attest the above on this_____ day of _____, 20_____.

Sheet 1 of 5

PRELIMINARY

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

PROJECT TEAM

OWNER/DEVELOPER:
Mountain View Land Developers, LLC
33105 County Road 33
Greeley, Colorado 80634
Andrew J. Gerk as Manager/Member

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

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

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

LAT 40

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

REVISIONS

DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/24/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN
MOUNTAIN VIEW LAND DEVELOPERS, LL
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

242

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022	
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 1 OF 5	

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

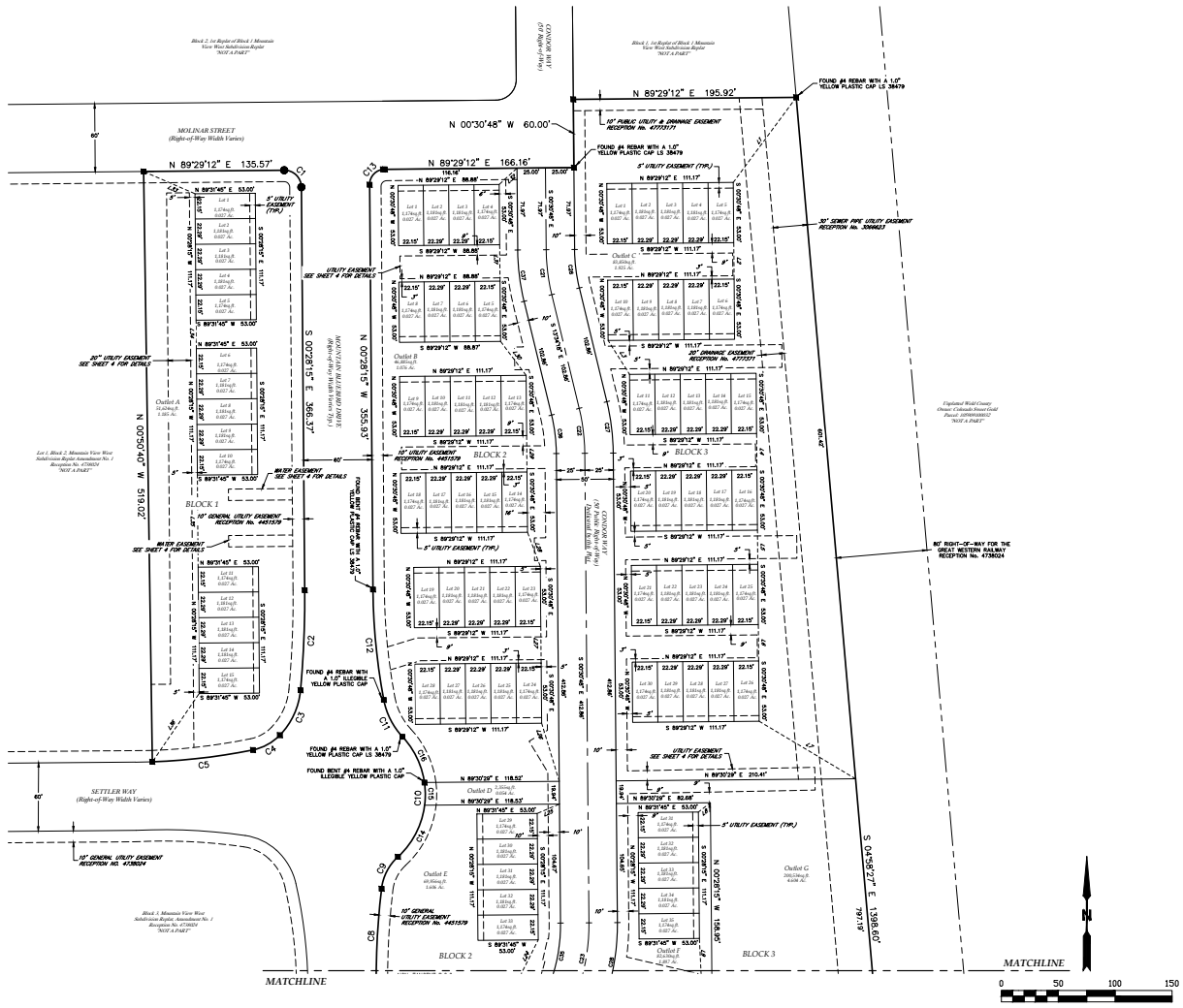
Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 36°31'46" W	93.02'
L2	S 00°30'48" E	32.00'
L3	S 32°16'05" E	35.28'
L4	S 00°30'48" E	32.00'
L5	S 00°30'48" E	30.00'
L6	S 89°48'48" E	32.00'
L7	S 89°29'12" E	98.69'
L8	S 54°20'05" W	13.41'
L9	S 00°43'35" E	21.63'
L10	S 22°43'19" W	32.00'
L11	S 09°19'43" W	112.80'
L12	S 60°55'51" W	40.91'
L13	S 46°18'04" W	24.26'
L14	S 55°39'31" W	32.00'
L15	S 35°48'17" W	28.50'
L16	N 60°32'40" W	46.62'
L17	S 00°58'37" W	8.93'
L18	N 58°27'06" W	80.54'
L19	S 86°30'40" W	41.53'
L20	N 57°00'31" E	67.98'
L21	N 59°43'59" E	32.00'
L22	N 24°30'49" E	117.60'
L23	N 24°31'17" E	32.00'
L24	S 26°40'27" W	79.54'
L25	S 67°34'54" W	21.23'
L26	N 16°49'55" W	53.40'
L27	N 00°30'48" W	32.00'
L28	N 20°35'16" W	31.94'
L29	N 00°30'48" W	32.00'
L30	N 36°58'34" W	37.30'
L31	N 00°30'48" W	32.00'
L32	N 47°31'13" E	21.30'
L33	S 66°34'25" E	49.29'
L34	S 00°29'15" E	25.00'
L35	S 00°29'15" E	81.00'
L36	S 34°25'50" W	72.70'

LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°00'33"	S 45°29'31" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 02°23'30" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°09'28" W	43.46'
C4	27.40'	45.46'	34°32'31"	S 81°19'01" W	26.99'
C5	88.07'	544.00'	9°16'51"	S 83°15'37" W	88.07'
C6	248.13'	270.00'	52°59'16"	N 73°18'16" E	239.49'
C7	283.28'	300.00'	54°08'12"	N 26°14'27" E	272.88'
C8	83.98'	649.73'	7°24'26"	N 03°13'51" E	83.92'
C9	32.11'	45.50'	40°26'20"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22'01"	N 02°11'20" E	105.70'
C11	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C12	97.58'	544.03'	10°16'37"	N 05°36'34" W	97.45'
C13	21.20'	13.50'	89°57'23"	N 44°39'27" E	19.08'
C14	52.24'	74.50'	40°10'26"	N 27°17'08" E	51.17'
C15	20.00'	74.50'	15°23'03"	N 60°28'37" W	19.94'
C16	45.26'	74.50'	34°48'31"	N 25°35'24" W	44.57'
C17	561.85'	595.00'	54°08'12"	N 26°14'51" W	541.20'
C18	307.60'	595.00'	29°37'13"	N 38°49'21" E	304.18'
C19	63.87'	595.00'	6°09'01"	N 20°46'12" E	63.84'
C20	190.38'	595.00'	18°19'58"	N 08°01'42" E	189.57'
C21	39.88'	175.00'	13°03'30"	S 07°09'33" W	39.80'
C22	39.88'	175.00'	13°03'30"	S 07°09'33" W	39.80'
C23	69.95'	175.00'	22°54'07"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°01'25" W	57.25'
C25	96.29'	100.00'	55°10'21"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'30"	S 07°09'33" E	34.11'
C27	45.58'	200.00'	13°03'30"	S 07°09'33" E	45.48'
C28	79.94'	200.00'	22°54'07"	S 10°56'16" W	79.41'
C29	72.58'	125.00'	33°16'12"	S 39°01'25" W	71.57'
C30	120.37'	125.00'	55°10'21"	S 83°14'41" W	115.77'
C31	25.04'	270.00'	5°18'46"	N 18°10'34" E	25.03'
C32	25.04'	270.00'	5°18'46"	N 23°29'20" E	25.03'
C33	72.22'	75.00'	55°10'21"	S 83°14'41" W	69.46'
C34	43.55'	75.00'	33°16'12"	S 39°01'25" W	42.94'
C35	59.96'	150.00'	22°54'07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'30"	S 07°09'33" E	34.11'
C37	45.58'	200.00'	13°03'30"	S 07°09'33" E	45.48'
C38	68.53'	270.00'	14°32'46"	N 08°14'24" E	68.35'
C39	128.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'



PRELIMINARY

Sheet 2 of 5

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

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

REVISIONS		
DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/24/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN
MOUNTAIN VIEW LAND DEVELOPERS, LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

243

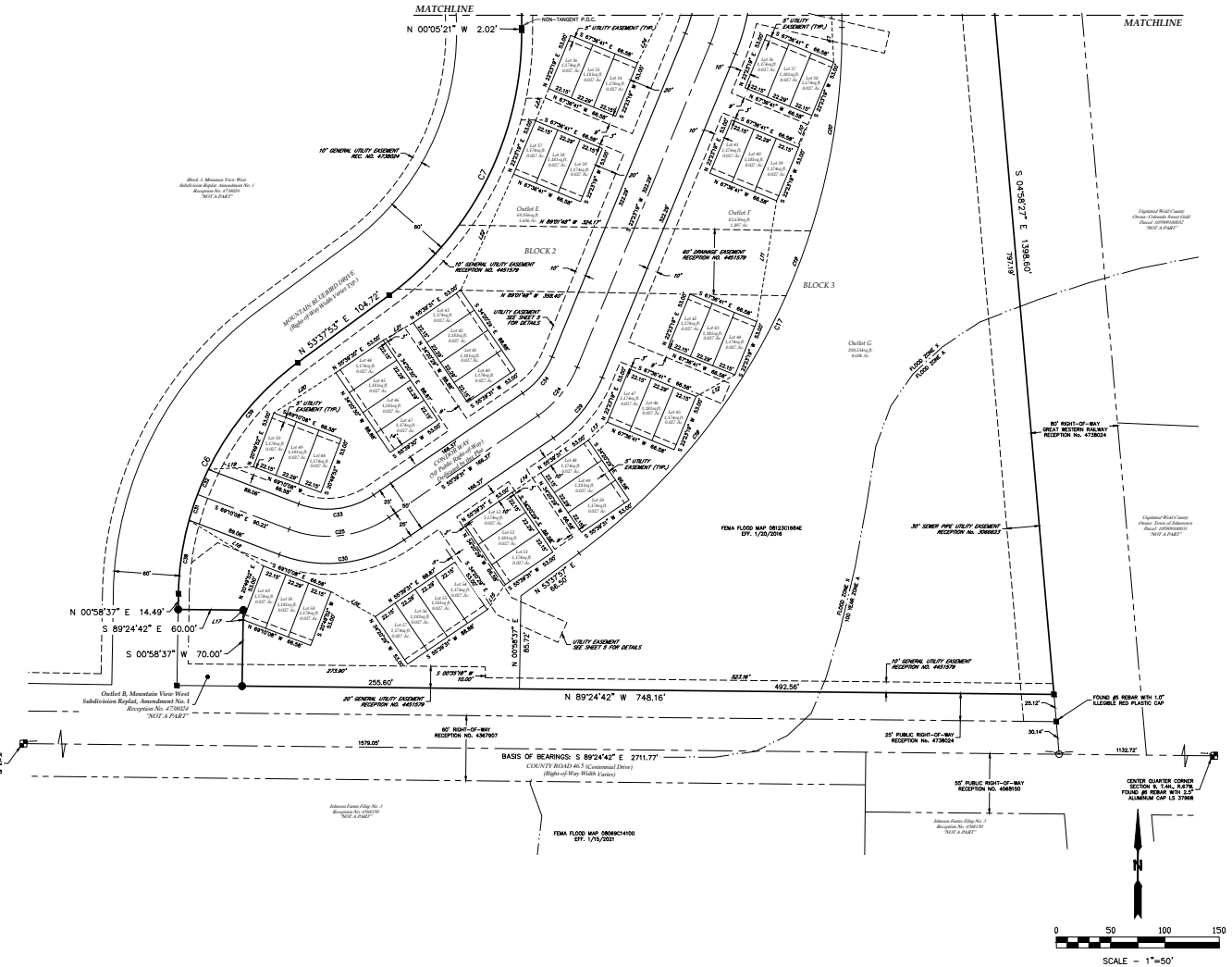
DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022	
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 2 OF 5	

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 36°31'46" W	93.02'
L2	S 00°30'48" E	32.00'
L3	S 33°16'05" E	35.28'
L4	S 00°30'48" E	32.00'
L5	S 00°30'48" E	30.00'
L6	S 00°30'48" E	32.00'
L7	S 69°08'59" E	98.66'
L8	S 69°08'59" W	13.41'
L9	S 26°43'38" E	71.63'
L10	S 22°23'19" W	32.00'
L11	S 09°19'43" W	112.81'
L12	S 60°55'51" W	40.91'
L13	S 46°18'04" W	24.26'
L14	S 58°39'31" W	32.00'
L15	S 35°48'17" W	28.55'
L16	N 60°32'49" W	46.62'
L17	S 00°58'37" W	8.93'
L18	N 58°21'06" W	80.54'
L19	S 86°30'40" W	41.53'
L20	N 37°00'41" E	67.96'
L21	N 59°43'35" E	32.07'
L22	N 24°09'45" E	117.41'
L23	N 22°23'19" E	32.00'
L24	S 24°00'27" W	29.54'
L25	S 67°04'54" W	21.23'
L26	N 16°49'35" W	53.40'
L27	N 00°30'48" W	32.00'
L28	N 20°55'16" W	31.94'
L29	N 00°30'48" W	32.00'
L30	N 32°58'34" W	37.30'
L31	N 00°30'48" W	32.00'
L32	N 47°31'13" E	21.30'
L33	S 66°34'25" E	49.29'
L34	S 00°28'15" E	25.00'
L35	S 00°28'15" E	81.00'
L36	S 34°25'50" W	72.70'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°02'53"	S 45°29'21" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 00°23'53" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°40'28" W	43.46'
C4	27.40'	45.46'	34°32'01"	S 61°19'01" W	26.99'
C5	89.07'	544.00'	9°22'51"	S 83°16'37" W	88.97'
C6	248.13'	275.00'	52°39'18"	N 27°18'15" E	239.49'
C7	283.28'	300.00'	54°06'12"	N 26°34'47" E	272.88'
C8	83.98'	649.72'	7°24'26"	N 03°13'51" E	83.92'
C9	32.11'	45.50'	40°26'20"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22'01"	N 02°11'20" E	105.70'
C11	36.86'	65.50'	32°14'48"	N 26°36'36" W	36.38'
C12	97.58'	544.03'	10°16'37"	N 05°46'34" W	97.45'
C13	21.20'	13.50'	89°57'03"	N 44°30'27" E	19.08'
C14	52.24'	74.50'	40°46'28"	N 27°47'09" E	51.17'
C15	20.00'	74.50'	15°23'05"	N 00°48'37" W	19.94'
C16	45.28'	74.50'	34°48'31"	N 25°35'24" W	44.57'
C17	561.85'	595.00'	54°06'12"	N 26°34'51" E	541.20'
C18	307.60'	595.00'	29°37'13"	N 38°49'21" E	304.18'
C19	63.87'	595.00'	6°09'01"	N 20°56'14" E	63.84'
C20	190.38'	595.00'	18°19'58"	N 08°41'44" E	189.57'
C21	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C22	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C23	69.95'	175.00'	22°54'07"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°11'25" W	57.25'
C25	96.23'	150.00'	36°10'31"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C27	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C28	79.94'	200.00'	22°54'07"	S 10°56'16" W	79.41'
C29	79.58'	175.00'	33°16'12"	S 39°11'25" W	79.57'
C30	120.37'	125.00'	55°10'31"	S 83°14'41" W	115.77'
C31	25.04'	270.00'	5°18'46"	N 18°10'34" E	25.03'
C32	28.04'	270.00'	5°18'46"	N 23°29'20" E	28.03'
C33	72.22'	75.00'	55°10'31"	S 83°14'41" W	69.46'
C34	43.50'	75.00'	33°16'12"	S 39°11'25" W	42.94'
C35	59.96'	150.00'	22°54'07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C37	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C38	68.53'	270.00'	14°32'35"	N 08°14'54" E	68.35'
C39	129.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'

Sheet 3 of 5

PRELIMINARY

Jason S. Allen–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

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

REVISIONS		
DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/23/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN
MOUNTAIN VIEW LAND DEVELOPERS, LL
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

244

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022	
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 3 OF 5	

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

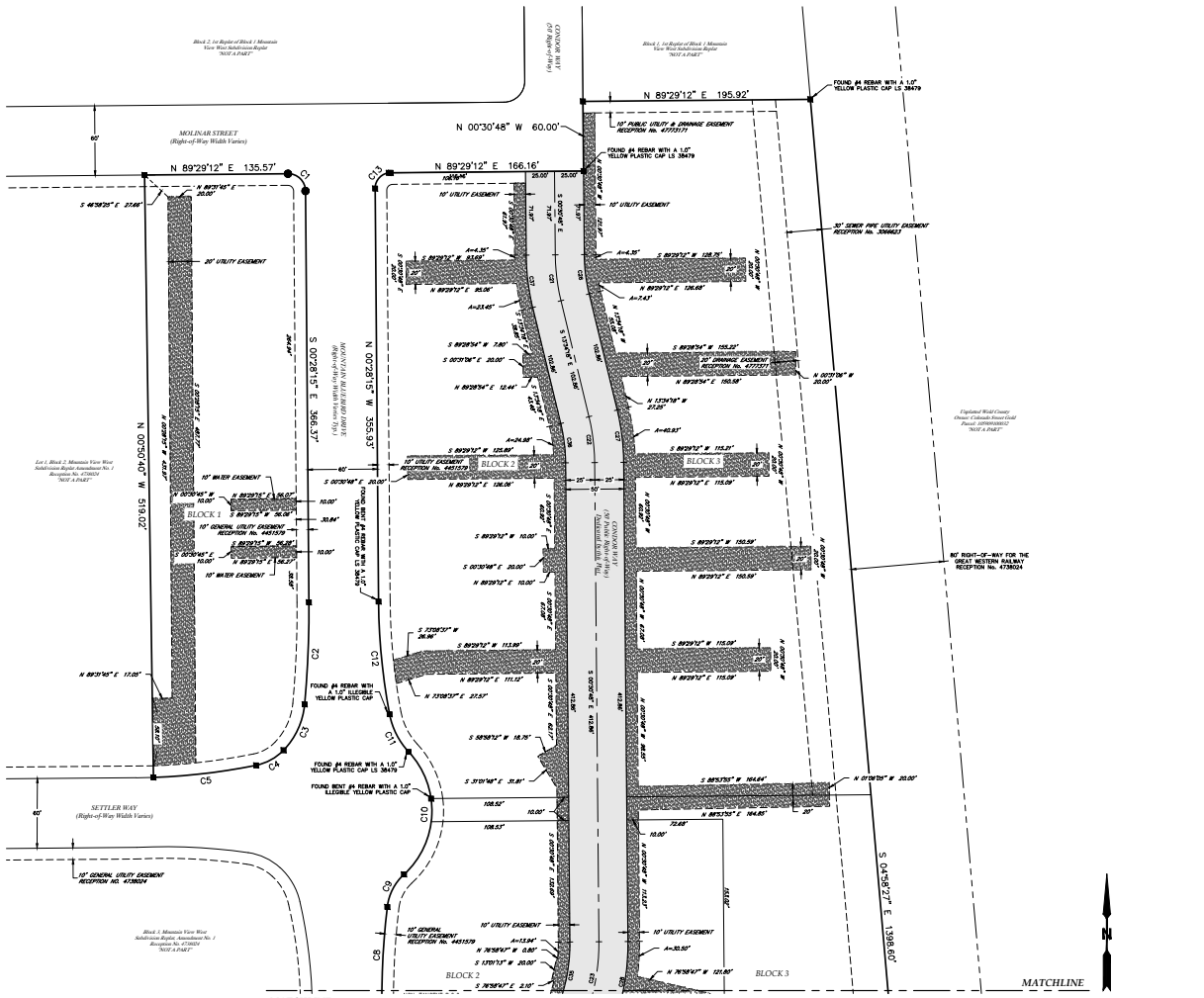
Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°00'03"	S 45°29'31" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 02°23'53" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°00'28" W	43.46'
C4	31.40'	20.00'	90°00'00"	S 61°15'01" W	28.28'
C5	59.07'	544.00'	6°13'25"	S 83°16'37" W	58.97'
C6	248.13'	270.00'	52°39'16"	N 27°18'15" E	239.49'
C7	283.98'	300.00'	54°16'19"	N 26°34'47" E	272.88'
C8	83.98'	649.72'	7°24'20"	N 03°13'51" E	83.92'
C9	32.11'	45.50'	40°26'00"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22'01"	N 62°11'20" E	105.70'
C11	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C12	97.58'	544.00'	10°16'37"	N 05°56'44" W	97.45'
C13	21.50'	13.50'	89°57'23"	N 44°30'27" E	19.08'
C14	52.24'	74.50'	40°10'28"	N 27°17'08" E	51.17'
C15	20.00'	74.50'	15°23'03"	N 09°29'37" W	19.94'
C16	45.26'	74.50'	34°48'33"	N 29°39'24" W	44.57'
C17	561.83'	595.00'	54°06'12"	N 26°34'51" W	541.20'
C18	301.50'	595.00'	29°01'13"	N 38°28'31" W	298.18'
C19	53.87'	595.00'	5°09'06"	N 53°39'14" E	53.84'
C20	190.18'	595.00'	18°19'58"	N 68°41'44" E	189.37'
C21	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C22	39.88'	175.00'	13°03'30"	S 07°02'33" E	39.80'
C23	69.95'	175.00'	22°54'02"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°01'25" W	57.25'
C25	96.29'	100.00'	55°10'21"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C27	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C28	79.94'	200.00'	22°54'07"	S 10°56'16" W	79.41'
C29	72.58'	125.00'	33°16'12"	S 39°01'25" W	71.57'
C30	126.37'	125.00'	55°10'21"	S 83°14'41" W	115.77'
C31	25.04'	270.00'	5°18'46"	N 18°10'34" E	25.03'
C32	25.04'	270.00'	5°18'46"	N 23°29'20" E	25.03'
C33	72.22'	75.00'	55°10'21"	S 83°14'41" W	69.46'
C34	34.53'	75.00'	26°37'12"	S 39°01'25" W	34.24'
C35	59.95'	150.00'	22°54'07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'30"	S 07°02'33" E	34.11'
C37	45.58'	200.00'	13°03'30"	S 07°02'33" E	45.48'
C38	68.53'	270.00'	14°32'35"	N 08°14'54" E	68.35'
C39	129.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'



Sheet 4 of 5

PRELIMINARY

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

LAT 40

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

REVISIONS

DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/23/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN
MOUNTAIN VIEW LAND DEVELOPERS, LL
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

245

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022	
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 4 OF 5	

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

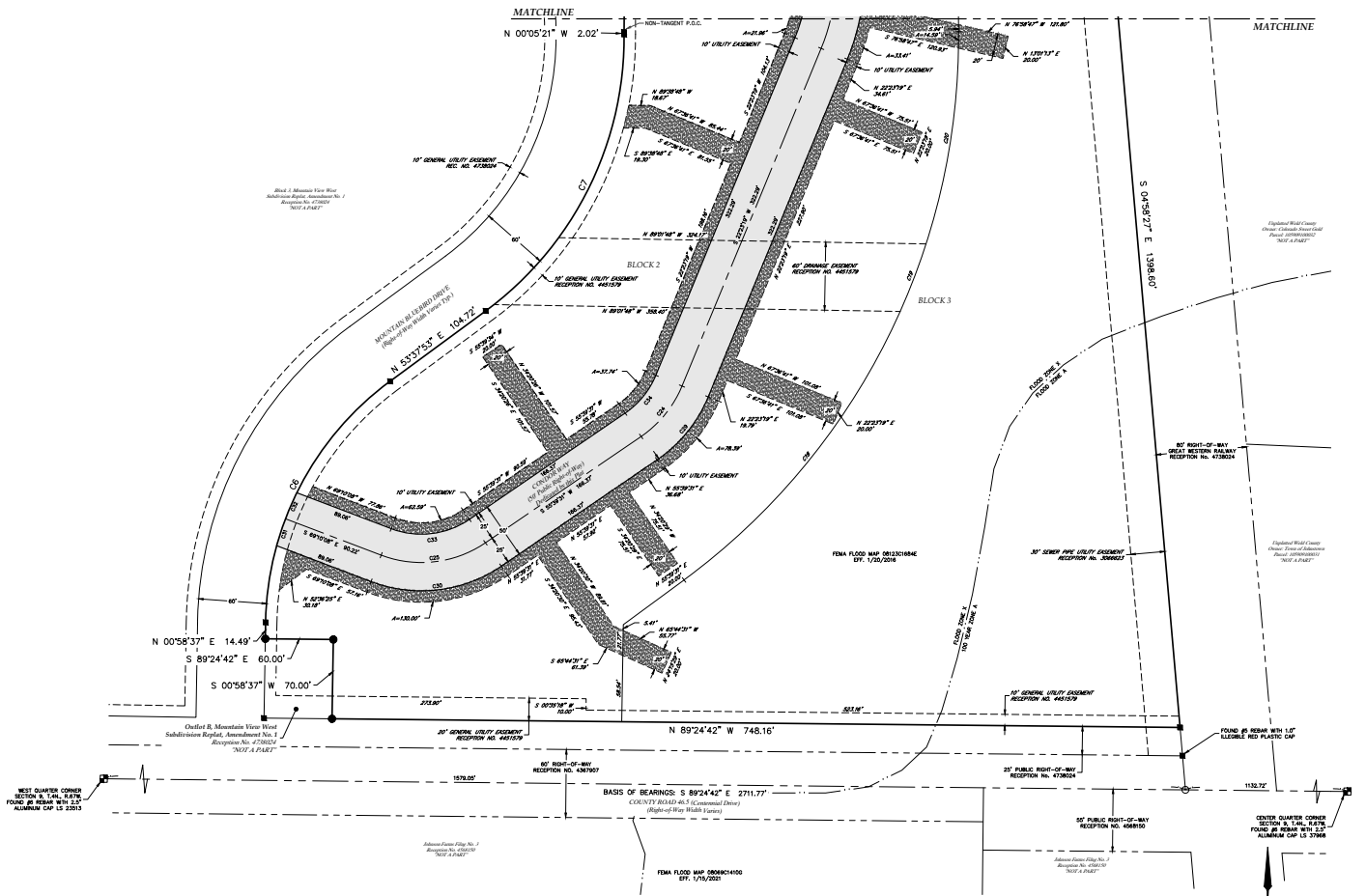
Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- ADJACENT PARCEL LINE
- APPROXIMATE FLOOD ZONE DELINEATION
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.57'	15.00'	90°00'33"	S 45°26'01" E	21.22'
C2	88.18'	870.32'	5°48'19"	S 02°23'53" W	88.14'
C3	44.29'	65.50'	38°44'48"	S 24°40'26" W	43.46'
C4	27.40'	45.46'	34°32'21"	S 61°19'01" W	26.99'
C5	89.07'	544.00'	9°22'51"	S 83°16'37" W	88.97'
C6	248.13'	270.00'	52°39'16"	N 27°18'15" E	239.49'
C7	283.28'	300.00'	54°06'12"	N 26°34'47" E	272.88'
C8	83.98'	649.75'	7°24.20"	N 03°13'51" E	83.93'
C9	32.11'	45.50'	40°26.20"	N 27°09'11" E	31.45'
C10	117.50'	74.50'	90°22.01"	N 02°11'20" E	105.70'
C11	36.66'	65.50'	32°14.48"	N 26°50'16" W	36.16'
C12	97.58'	544.00'	10°16.37"	N 08°36'44" W	97.45'
C13	21.20'	13.50'	89°57.51"	N 44°00'27" E	19.08'
C14	69.72'	74.50'	49°50.58"	N 29°29'58" E	67.57'
C15	20.60'	74.50'	15°23.05"	N 00°29'37" W	19.94'
C16	45.46'	74.50'	34°48.31"	N 25°35'24" W	44.57'
C17	561.85'	595.00'	54°06'12"	N 26°34'51" E	541.20'
C18	307.60'	595.00'	29°37.13"	N 38°49'21" E	304.18'
C19	63.87'	595.00'	6°09'01"	N 20°56'14" E	63.84'
C20	190.38'	595.00'	18°19'58"	N 08°41'44" E	189.57'
C21	39.88'	175.00'	13°03'50"	S 07°02'33" E	39.80'
C22	39.88'	175.00'	13°03'50"	S 07°02'33" E	39.80'
C23	69.95'	175.00'	22°54.07"	S 10°56'16" W	69.49'
C24	58.07'	100.00'	33°16'12"	S 39°01'25" W	57.25'
C25	96.29'	100.00'	55°10'21"	S 83°14'41" W	92.62'
C26	34.19'	150.00'	13°03'50"	S 07°02'33" E	34.11'
C27	45.58'	200.00'	13°03'50"	S 07°02'33" E	45.48'
C28	79.94'	200.00'	22°54.07"	S 10°56'16" W	79.41'
C29	72.58'	125.00'	33°16'12"	S 39°01'25" W	71.57'
C30	120.37'	125.00'	55°10'21"	S 83°14'41" W	115.77'
C31	25.04'	270.00'	5°18'46"	N 18°10'44" E	25.03'
C32	25.04'	270.00'	5°18'46"	N 23°29'30" E	25.03'
C33	72.22'	75.00'	55°10'21"	S 83°14'41" W	69.46'
C34	43.55'	75.00'	33°16'12"	S 39°01'25" W	42.94'
C35	59.96'	150.00'	22°54.07"	S 10°56'16" W	59.56'
C36	34.19'	150.00'	13°03'50"	S 07°02'33" E	34.11'
C37	45.58'	200.00'	13°03'50"	S 07°02'33" E	45.48'
C38	68.53'	270.00'	14°32'35"	N 08°14'54" W	68.35'
C39	129.52'	270.00'	27°29'09"	N 39°53'18" E	128.29'



Sheet 5 of 5

PRELIMINARY

Jason S. Allen–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

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

REVISIONS		
DESCRIPTION:		DATE:
ADD UTILITY EASEMENTS	SLR	11/3/2022
ADDRESS TOWN COMMENTS	SLR	12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		2/24/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS		4/5/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN
MOUNTAIN VIEW LAND DEVELOPERS, LL
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

246

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022	
CHECKED BY: JSA	PROJECT #: 2022125REPLAT	SHEET: 5 OF 5	

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. The Developer shall be obligated to participate in and/or construct improvements identified in a final, Town-accepted Traffic Impact Study. This participation may be determined on a pro-rata basis, at the Town's discretion.

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS

(ATTACHED)

EXHIBIT C

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

ESTIMATE

To: Baessler Homes
Attn: Zach Cesar

From: Gary Smith: GLH Construction, LLC
Issah Smith: GLH Construction, LLC

Thursday, April 13, 2023

SEWER				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
8" Sanitary SDR 35	LF	3248.00	$72.61	$235,837.28
4' ID Manhole	EACH	32.00	$5,035.48	$161,135.36
Mainline Concrete Encasement anywhere where sewer is Above Water Line - Only Encase Joints	EACH	16.00	$3,080.97	$49,295.52
Sewer Service Concrete Encasement anywhere where sewer is Above Water Line - Only Encase Joints	EACH	12.00	$2,692.42	$32,309.04
Sewer Subtotal:				**$478,577.20**

WATER				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
8" Water	LF	1640.00	$61.55	$100,942.00
8" Gate Valve	EACH	8.00	$3,294.27	$26,354.16
8" Bends	EACH	14.00	$924.94	$12,949.16
Fire Hydrant Assemblies	EACH	4.00	$10,444.49	$41,777.96
3-Plex Water Service	EACH	10.00	$6,157.04	$61,570.40
4-Plex Water Service	EACH	5.00	$8,140.25	$40,701.25
5-Plex Water Service	EACH	15.00	$13,616.58	$204,248.70
Water Subtotal:				**$488,543.63**

Irrigation				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
1.5" Irrigation Services	EACH	1.00	$16,764.40	$16,764.40
3/4" Irrigation Services	EACH	1.00	$7,158.45	$7,158.45
Non-Pot Subtotal:				**$23,922.85**

Storm 1				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	224.00	$84.52	$18,932.48
18" FES w/ Concrete Cutoff Wall	EACH	1.00	$3,984.67	$3,984.67
Type C Inlet	EACH	1.00	$4,529.28	$4,529.28
Concrete Encasements around Joints	EACH	5.00	$846.29	$4,231.45
Type L Rip Rap	CY	6.00	$307.40	$1,844.40
Storm Sewer Subtotal				**$33,522.28**

Storm 2				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	160.00	$97.24	$15,558.40
12"x18" Elliptical	LF	64.00	$107.84	$6,901.76
18" FES w/ Concrete Cutoff Wall	EACH	1.00	$3,984.68	$3,984.68
5' Type R Inlet	EACH	2.00	$7,635.82	$15,271.64
Type C Inlet w/ Close mesh Grate	EACH	1.00	$4,529.28	$4,529.28
Concrete Encasements	EACH	5.00	$846.29	$4,231.45
Type L Rip Rap	CY	6.00	$307.40	$1,844.40
Storm Sewer Subtotal				**$52,321.61**

Storm 3				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	264.00	$93.19	$24,602.16
18" FES w/ Concrete Cutoff Wall	EACH	1.00	$3,984.67	$3,984.67
Type C Inlet	EACH	1.00	$4,529.28	$4,529.28
5' Type R Inlet	EACH	2.00	$7,635.82	$15,271.64
Concrete Encasements	EACH	5.00	$846.29	$4,231.45
Type L Rip Rap	CY	6.00	$307.40	$1,844.40
Storm Sewer Subtotal				**$54,463.60**

Storm 4				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
12" RCP	LF	184.00	$84.48	$15,544.32
12" FES w/ Concrete Cutoff Wall	EACH	1.00	$3,524.68	$3,524.68
Type C Inlet	EACH	1.00	$4,529.28	$4,529.28
Concrete Encasements	EACH	5.00	$846.30	$4,231.50
Type L Rip Rap	CY	3.00	$361.02	$1,083.06
Storm Sewer Subtotal				**$28,912.84**

Storm 5				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	272.00	$92.00	$25,024.00
18" FES w/ Concrete Cutoff Wall	EACH	1.00	$3,984.67	$3,984.67
Type C Inlet	EACH	1.00	$4,529.28	$4,529.28
5' Type R Inlet	EACH	2.00	$7,635.82	$15,271.64
Concrete Encasements	EACH	5.00	$846.29	$4,231.45
Type L Rip Rap	CY	3.00	$361.02	$1,083.06
Storm Sewer Subtotal				**$54,124.10**

Storm 6				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	200.00	$123.97	$24,794.00
18" FES w/ Concrete Cutoff Wall	EACH	1.00	$3,984.67	$3,984.67
5' Type R Inlet	EACH	2.00	$7,635.82	$15,271.64
4' ID Manhole	EACH	1.00	$4,203.60	$4,203.60
Concrete Encasements	EACH	3.00	$862.31	$2,586.93
Type L Rip Rap	CY	3.00	$361.02	$1,083.06
Storm Sewer Subtotal				**$51,923.90**

Storm 7				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Tie into Existing Manhole	EACH	1.00	$5,641.05	$5,641.05
18" RCP	LF	48.00	$88.25	$4,236.00
5' Type R Inlet	EACH	1.00	$7,635.82	$7,635.82
Storm Sewer Subtotal				**$17,512.87**

Signage & Striping				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Signage and Striping	EACH	4.00	$948.13	$3,792.52
Signage & Striping Subtotal				**$3,792.52**

CONCRETE				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" Inflow Curb and Gutter	LF	1750.00	$25.30	$44,275.00
18" Outflow Curb and Gutter	LF	895.00	$26.28	$23,520.60
1' Concrete Apron	LF	2310.00	$28.58	$66,019.80
5' Sidewalk	LF	380.00	$37.38	$14,204.40
7'6" Rollover Curb and Gutter	LF	2875.00	$48.02	$138,057.50
Crosspan, 8" Thick	SF	2005.00	$9.20	$18,446.00
25' Square Radius	EA	6.00	$1,495.00	$8,970.00
5' Lateral Handicap Ramp	EA	8.00	$1,897.50	$15,180.00
Corner Handicap Ramp	EA	7.00	$2,645.00	$18,515.00
Truncated Domes	EA	38.00	$380.00	$14,440.00
1.5' Sidewalk Chase	LF	15.00	$701.50	$10,522.50
2' Trickle Pan Down Slopes behind Curb Cuts	LF	155.00	$46.00	$7,130.00
Rip Rap Rundowns on Curb Cuts	CY	27.00	$229.94	$6,208.45
Concrete Subtotal				**$385,489.25**

ASPHALT				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Interior Streets Class 6 Road Base - 6" Depth	SY	7415.00	$11.68	$86,607.20
Interior Streets Asphalt - 4" HMA Depth	SY	7415.00	$29.62	$219,632.30
Asphalt Subtotal				**$306,239.50**

Construction Total:	**$1,979,346.15**

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 First Replat of Block 1 of Mountain View West Subdivision, dated _____, 20____, between the Town of Johnstown and Townhome Developers, LLC, a Colorado limited liability company.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft. With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws

of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Water & Sewer Service Agreement – Mountain View West 3rd Replat, with Mountain View Land Developers, LLC

ACTION PROPOSED: Approval of the Water & Sewer Service Agreement – Mountain View West 3rd Replat, with Mountain View Land Developers, LLC

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Developer, Mountain View Land Developers, LLC, has requested approval of a Preliminary/Final Subdivision Plat for 125 single-family attached residential homes and associated rights-of-way and common areas.

The annual in-building water demand is estimated at 21.25 acre-feet, with annual irrigation demand at 8.00 acre-feet. These numbers are provided by the Developer and reviewed and accepted by the Town's contract water engineering firm.

The Developer will be dedicating five (5) shares of Home Supply water, totaling 35.20 AF to satisfy this demand. Within 10 days of approval, dedications of sufficient water and payment of all water court transfer fees will be required.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	21.25	1.06
Landscape Irrigation	8.00	6.80
Total	**29.25**	**7.86**

Of the net surplus credit totaling 5.95 AF, the Developer shall retain credits of 1.15 AF; and assign the remaining 4.80 AF credit to Parish, LLC.

Appropriate water court transfer fees have also been calculated and are included in the agreement, with payment due prior to recordation of the plat and final agreements.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Mountain View West 3rd Replat Subdivision, with Mountain View Land Developers, LLC.

SUGGESTED MOTIONS:

For Approval
I move to approve the Water & Sewer Service Agreement for Mountain View West 3rd Replat Subdivision.

For Denial
I move to deny the Water & Sewer Service Agreement for Mountain View West 3rd Replat Subdivision.

Reviewed and Approved for Presentation,

_____
Town Manager

WATER AND SEWER SERVICE AGREEMENT
MOUNTAIN VIEW WEST THIRD REPLAT (TOWNHOMES PHASE II)

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ___ day of _____ 2023, by and between **MOUNTAIN VIEW LAND DEVELOPERS, LLC**, a Colorado limited liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, Developer owns an interest in land located within the NW1/4, Section 9, T04N, R67W of the 6th P.M., also known as Replat of Tract A, Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, Lot 2 Block 2, Block 4, and Outlot C of Mountain View West Subdivision Replat Amendment No. 1., described more particularly on Exhibit "A" ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by Developer as a residential development that will contain 125 townhomes and irrigated landscaping that includes 0.69 acre of turf, 1.27 acres of shrub beds, and 4.37 acres of xeriscape (1.04 acres) and native grasses (3.33 acres) ("Project"); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project dated January 16, 2023. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by memorandum dated February 10, 2023, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building	21.25	1.06
Landscape Irrigation	8.00	6.80
Total	**29.25**	**7.86**

2. Water Rights Dedication and Credits. Within 10 days of execution of this agreement, Developer will dedicate five (5) shares of the Consolidated Home Supply Ditch & Reservoir Company, represented by current Certificate Nos. 6934, 6966, and one of the three shares of No. 7124, to the Town. The water represented by Certificate No. 6934 has been changed to include municipal use by the District Court, Water Division No. 1. The water represented by Certificate Nos. 6966 and 7124 have not been so changed.

3. Surplus dedication credit. The dedication of the five (5) shares of the Consolidated Home Supply Ditch and Reservoir Company described in Paragraph 2, above, will provide to Developer raw water credits in excess of the water demand projected for the Project. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 5.95 acre-feet. The credit is calculated as follows:

Dedication Credit:	35.20 acre-feet
LESS estimated demand:	29.25 acre-feet
Net current surplus credit:	**5.95 acre-feet**

Developer seeks to assign 4.80 acre-feet of the net current surplus credit to Parish, LLC, a Colorado limited liability company, and the remaining 1.15 Acre-feet of surplus will be retained by Developer. The Town hereby approves such assignment. Upon notice and written approval of the Town, said credit may be utilized by Parish, LLC, to offset increased demands, if any, which are not currently projected for the Project or may be used for other future development within the Town of Johnstown, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

4. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 21.25 acre-feet per year of water supply for in-building use together with the corresponding sewer service and up to 8.00 acre-feet for landscape irrigation as described above.

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

6. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer shall pay to the Town the sum of Twelve Thousand Seven Hundred and Fifty Dollars ($12,750.00) as payment of the water court transfer fees required by the Ordinance as calculated by: 32 SFE (changed) x $150.00 + 26.5 SFE (unchanged) x $300.00 = $4,800.00 + $7,950 = $12,750.00. This payment is for the dedication of 29.25 acre-feet per year of estimated permanent water demand and estimated permanent consumptive use of 7.86 acre-feet per year (58.5 SFE) for the Project. This water court transfer fee applies only to the 29.25 acre-feet of permanent water

demand. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

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

TO DEVELOPER:

Mountain View Land Developers, LLC
Attn: Andrew J Gerk
33105 CR 33
Greeley, CO 80631
Email: agerk@baesslerhomes.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720
Denver, CO 80264

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures follow.

MOUNTAIN VIEW LAND DEVELOPERS, LLC

By: _____
AJG NP Development, LLC, Manager
Andrew J. Gerk, Member

STATE OF COLORADO)
) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 4 day of May, 2023 by Andrew J. Gerk as Member of AJG NP Development, LLC, Manager of Mountain View Land Developers, LLC.

Witness my hand and official seal.

Melissa Wheeler
Notary Public

MELISSA WHEELER
Notary Public
State of Colorado
Notary ID # 20194022905
My Commission Expires 06-17-2023

My Commission Expires: 6/17/2023

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot Two (2) Block Two (2), Block Four (4) and Outlot C, Mountain View West Subdivision Replat, Amendment No.1 recorded July 22, 2021 at Reception No. 4738024 and Tract A, Block Three (3), 1st Replat of Block 1 Mountain View West Subdivision Replat recorded November 18, 2021 at Reception No. 4777371 and Cover Sheet re-recorded December 3, 2021 at reception No. 4781941 within the records of the Weld County Clerk and Recorder, situated in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) Town of Johnstown, County of Weld, State of Colorado.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: First Amendment to Non-Potable Irrigation System Intergovernmental Agreement

ACTION PROPOSED: Consider the First Amendment to Non-Potable Irrigation System Intergovernmental Agreement

ATTACHMENTS:
1. First Amendment to Non-Potable Irrigation System Intergovernmental Agreement (IGA)
2. Non-Potable Irrigation System IGA
3. Non-Potable Operating Agreement
4. Amendment to Non-Potable Water Irrigation Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request is the First Amendment to Non-Potable Irrigation System Intergovernmental Agreement (Attachment 1). For some context to this request, the 2534/Johnstown Plaza commercial development was annexed in December 2000. As part of the planned commercial development, the property also had ownership in the Reorganized Farmers Ditch and 3 c.f.s. of #1 Priority water through a change case. This water was the basis for establishing a non-potable irrigation system which was authorized between the Town of Johnstown and the Thompson Crossing Metropolitan District No. 2 in 2006 (Attachment 2).

The operations and maintenance of the non-potable irrigation system have been delegated to the 2534 Master Association ("Association") based on an agreement in 2016 and an amendment in 2021 approved by Town Council (Attachments 3 & 4).

As part of site plan approvals by the Town in the 2534/Johnstown Plaza development, there includes an allocation of the non-potable water system for irrigation purposes for each project. Rates for the 2534/Johnstown Plaza non-potable irrigation system are set at the published rate of

the Town of Johnstown's non-potable water. Recently there have been water users who have exceeded their annual allocation. To try and curtail this usage, the District is requesting the ability to assess a surcharge onto the non-potable user who exceeds their allocation. The surcharge being requested is $10.00 for everyone thousand (1,000) gallons of overage during the 2023 calendar year. Additionally, the agreement provides for an annual increase of 5% and the District shall notify the Town in writing upon any increase. After the initial 5-year period of this agreement and the assessment of a non-potable water surchage, the Town may require renegotiation of this surcharge and if a resolution cannot be determined, then the fee shall remain at the current rate. If the end user does not exceed their allocation, the fee would not be applicable.

LEGAL ADVICE:

The Town Attorney administered drafting of the document with District's Counsel.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff supports approval of the First Amendment to the IGA authorizing the assessment of a surcharge to encourage responsible water usage.

SUGGESTED MOTIONS:

For Approval: I move to approve the First Amendment to Non-Potable Irrigation System Intergovernmental Agreement as presented.

For Denial: I move to deny the First Amendment to Non-Potable Irrigation System Intergovernmental Agreement as presented.

Reviewed and Approved for Presentation,

Town Manager

FIRST AMENDMENT TO NON-POTABLE IRRIGATION SYSTEM INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO NON-POTABLE IRRIGATION SYSTEM INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into on this ___ day of _____, 2023, by and between THE TOWN OF JOHNSTOWN, COLORADO, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado ("Town" or "Johnstown"), and THOMPSON CROSSING METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 2") (together, the "Parties").

RECITALS

WHEREAS, on or about August 21, 2006, the Parties entered into that certain Non-Potable Irrigation System Intergovernmental Agreement recorded in the office of the Larimer County Clerk and Recorder at Reception No. 20070049189 ("IGA" or "Agreement"), wherein, upon terms and conditions stated therein, the Town agreed to allow District No. 2 to operate and maintain a non-potable irrigation system and related appurtenances designed, constructed, maintained and operated to provide non-potable irrigation water to the real property subject to the IGA (defined herein and in the IGA as the "Improvements"); and

WHEREAS, District No. 2 and the 2534 Master Association executed that certain Non-Potable System Operating Agreement, dated April 25, 2016 ("Non-Potable System Operating Agreement") pursuant to which the 2534 Master Association, a Colorado nonprofit corporation ("2534 Master Association"), agreed to operate and maintain the non-potable irrigation system, which such Operating Agreement was approved by the Town; and

WHEREAS, to use the non-potable irrigation system, each user of the non-potable water system (each a "Water User" and collectively the "Water Users") is first required to dedicate sufficient raw water to the Town to satisfy the non-potable raw water demands of such Water User (as to each Water User, the "Dedicated Water"); and

WHEREAS, after approval of the amount of Dedicated Water for a Water User, said Water User's water dedication is memorialized in a water and sewer service agreement executed between the Town and such Water User; and

WHEREAS, subsequent to dedication, the IGA provides that District No. 2 shall be entitled to charge Water Users a fee based on cost of service rates and that, prior to establishing or modifying any costs of service rates, District No. 2 shall provide the Town with notice and an opportunity to comment; and

WHEREAS, the IGA further provides that, while District No. 2 shall be entitled to establish the water rates, the amount shall not be greater than Johnstown's published non-potable irrigation water rates; and

WHEREAS, District No. 2 has become aware that certain Water Users are using non-potable water in an amount that exceeds the amount of said Water User's Dedicated Water; and

WHEREAS, rather than require the Water User to dedicate additional raw water to the Town, which the Town may require pursuant to Town's Water Rights Dedication Ordinance, contained in Chapter 13 of the Johnstown Municipal Code, District No. 2 requests the opportunity to charge Water Users who use non-potable water in excess of their Dedicated Water a surcharge fee; and

WHEREAS, the Town agrees that the imposition of a surcharge fee is a reasonable means by which to incentivize a Water User not to exceed such Water User's Dedicated Water; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First Amendment to the IGA.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals and Capitalized Terms. The Recitals set forth above are incorporated herein by reference. Capitalized terms used herein not otherwise defined shall have the meaning set forth in the IGA

2. Amendment to Add Section 4.4 to the IGA. Paragraph 4.4 is hereby added to the IGA and shall read as follows:

> 4.4 **Surcharge Fee**. Notwithstanding any other provision of this Agreement, District No. 2 shall be entitled to impose a surcharge fee on any Water User that uses more than the amount of said Water User's Dedicated Water (such excess as to a Water User being referred to herein as an "Overage") as follows: Ten and 00/100 US Dollars ($10) for every one thousand (1,000) gallons of Overage during the 2023 calendar year ("Base Surcharge Fee"), with an annual increase of not more than five percent (5%) for each subsequent calendar year in which an Overage by any Water User occurs ("Annual Increases" and together with the Base Surcharge Fee, the "Surcharge Fee") as such Annual Increases will be determined using reasonable discretion. Annual Increases, if any, shall be applicable to all Water Users regardless of any Overage of said Water Users in previous calendar years. District No. 2 shall provide written notice to the Town of the amount of the Surcharge Fee on or before March 1 of each calendar year. At any time after five years from the imposition of the Surcharge Fee, as provided herein, the Town may, at its discretion, require renegotiation of the amount of the Surcharge Fee. If the Town and District No. 2 are not able to reach agreement on the amount of the Surcharge Fee, the Surcharge Fee shall remain at the then-existing level.

3. Consent to Amendment of Operating Agreement. The Town hereby consents to and approves amendment of the Operating Agreement to effectuate, contemplate, or otherwise accommodate the provisions of this First Amendment, including, but not limited to, the

amendment of the Operating Agreement to permit imposition of the Surcharge Fees in a manner that is consistent with this First Amendment.

4. Effect of Amendment. Except as expressly provided in this First Amendment, the IGA has not been amended, supplemented or altered in any way by this First Amendment and the IGA shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the IGA and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the set forth above.

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the
State of Colorado

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

ATTEST:

_____
Hannah Hill, Town Clerk

THOMPSON CROSSING METROPOLITAN DISTRICT NO. 2,
a quasi-municipal corporation and political
subdivision of the State of Colorado

Date: _____ By: _____
_____, President

ATTEST:

_____
_____, Secretary

NON-POTABLE IRRIGATION SYSTEM INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into effective as of the 21st day of August, 2006 by and between the **Town of Johnstown**, a Colorado municipal corporation ("Johnstown") and the **Thompson Crossing Metropolitan District No. 2**, a Colorado Special District ("District No. 2").

RECITALS

1. In 2001, Thompson Crossing Metropolitan District No. 2 was formed pursuant to the applicable provisions of the Colorado Special District law by Court Order dated December 17, 2001, Larimer County, District Court, Case No. 01 CV 1051.

2. All of the property located within District No. 2 is also located within the corporate limits of Johnstown.

3. On October 3, 2005, the Modified Consolidated Service Plan for Thompson Crossing Metropolitan Districts No. 1-6 was approved by the Board of Trustees of the Town.

4. The Modified Consolidated Service Plan provides that District No. 2 has the power to design, install, construct, maintain and operate a non-potable irrigation system to serve property within District No. 2.

5. The parties desire to enter into this Intergovernmental Agreement for the design, construction, operation and maintenance of a non-potable water irrigation system to serve property within District No. 2.

6. A non-potable water irrigation system designed, installed, constructed, maintained and operated by District No. 2 shall also provide non-potable water service to the northern boundary of the single-family residential development located within Johnstown known as Thompson Crossing PUD.

7. Johnstown is authorized pursuant to Section 31-15-708, C.R.S., to provide non-potable water services. District No. 2 is authorized by Section 32-1-201 et. seq. C.R.S., to provide non-potable irrigation water system facilities pursuant to an approved Service Plan.

8. Johnstown and District No. 2 are authorized by provisions of Article XIV, Section 18 of the Colorado Constitution and 29-1-201, et. seq. C.R.S., to enter into contracts with

each other for the provision of functions, services and facilities which they are authorized by law to provide on their own.

9. The parties to this Agreement have negotiated and agreed upon the terms and conditions pursuant to which non-potable irrigation system will be financed, designed, constructed, maintained and operated and desire by this Agreement to set forth the mutual understandings and agreements with regard thereto.

In consideration of the foregoing recitals which are incorporated herein by reference and in consideration of the mutual promises and undertakings herein set forth, the parties agree as follows:

Article 1 PURPOSE AND SCOPE OF AGREEMENT

1.1 **General Purpose**. An agreement for the design, construction, operation and maintenance of a non-potable irrigation system serving the Property as defined herein.

Article 2 DEFINITIONS

2.1.1 **The Property.** All real property within Thompson Crossing Metropolitan District No. 2 and Thompson Crossing PUD, including any subsequent approved additions thereto. All additions are subject to the provisions of Article 8.

2.1.2 **Improvements**. The non-potable irrigation system and related appurtenances designed, constructed, maintained and operated to provide non-potable irrigation water to the Property.

2.1.3 **Non-Potable Water Rate**. The charge by Johnstown for non-potable water service within Johnstown.

Article 3 THE IMPROVEMENTS

3.1 Design

3.1.1 **Design.** District No. 2 has designed a non-potable irrigation water system (the "Improvements") for the Property. The design of the Improvements shall be submitted to, and reviewed and accepted by, Johnstown prior to construction.

3.2 Construction of the Improvements

3.2.1 **Construction of the Improvements.** District No. 2 shall construct the Improvements.

3.2.2 **Inspection by Johnstown during Construction.** Johnstown shall have the right to inspect the construction of the Improvements at any time to determine whether or not the actual construction of the Improvements meets design and contract specifications. In the

event that it is determined by Johnstown that the Improvements do not meet the design and contract specifications, Johnstown shall notify District No. 2 in writing specifying the actual deviation from the design and/or contract specifications. It shall be the responsibility of District No. 2 to correct any portion of the construction that does not meet the design specifications and contract documents. The District shall reimburse Johnstown for all costs of inspection incurred by Johnstown for an outside consultant during construction of the Improvements.

3.2.3 **Construction Contract Documents**. District No. 2 shall provide a complete set of final construction drawings of the Improvements to Johnstown. Johnstown shall have thirty (30) days to review the final construction drawings. Johnstown shall transmit all comments and concerns of the construction drawings to District No. 2 within said 30-day period. District No. 2 shall incorporate in the final construction drawings all reasonable changes to the construction drawings requested by Johnstown.

3.2.4 **Completion Certificates**. Following completion of the Improvements, District No. 2 shall file a Certificate of Substantial Completion with the Town. The Town shall have thirty (30) days following the filing of the Certificate of Substantial Completion to conduct a final inspection to determine conformance of the constructed Improvements with the contract documents. In the event that it is determined by Johnstown that the Improvements do not meet the contract specifications, Johnstown shall notify District No. 2 in writing specifying the actual deviation from the design and/or contract specifications. It shall be the responsibility of District No. 2 to correct any portion of the construction that does not meet contract documents. Upon acceptance by the Town of the Improvements, the Town shall issue a Final Completion Certificate to District No. 2.

3.2.5 **Transfer to Johnstown.** Following completion of the Improvements, Johnstown shall have the right to request transfer of the Improvements to Johnstown subject to the following terms and conditions.

(1) Transfer shall not occur until ten (10) years following the Final Completion Certificate of the Improvements.

(2) The transfer of the Improvements shall include any warranties which District No. 2 has on the Improvements which are still in force and effect. The transfer of the Improvements to Johnstown shall be by written instrument, shall include all easements necessary for the Town to reasonably access, operate, maintain, repair, and replace the Improvements and shall be at no cost to Johnstown. There shall be no warranty from District No. 2 to Johnstown with regard to the Improvements; except that the District No. 2 shall warrant that it has good and marketable title to the Improvements, that the conveyance to the Town shall be free and clear of all encumbrances, and that the Improvements have been reasonably operated and satisfactorily maintained by District No. 2.

(3) District No. 2 shall provide the Town with a set of "as built" drawings of the Improvements

Article 4 OPERATION AND MAINTENANCE OF THE SYSTEM.

4.1 **Operation and Maintenance.** District No. 2 shall reasonably operate and maintain the non-potable irrigation system until transfer to Johnstown. Upon transfer of the Improvements, Johnstown shall operate and maintain the non-potable irrigation system.

4.2 **User Fees.** District No. 2 shall charge users of the non-potable irrigation system a rate of no more than 80% of Johnstown's published potable water rate for the first five (5) years of operation of the system by District No. 2. Following the completion of five (5) years, District No. 2 shall charge non-potable irrigation water rates on a cost of service basis but this amount cannot be greater than Johnstown's published non-potable irrigation water rates. Prior to establishing or modifying any cost of service rates, District No. 2 shall provide Johnstown the proposed water rates for its review. Johnstown shall have sixty (60) days to review the proposed non-potable irrigation water rates and forward any written comments to District No. 2 with regard to the rates. District No. 2 shall incorporate any of Johnstown's written comments with regard to the rates to the extent practically and financially feasible. The final determination of the non-potable irrigation water rates on a cost of service basis shall be that of District No. 2; but this amount cannot be greater than Johnstown's published non-potable irrigation water rates.

4.3 **Johnstown Fees.** Upon transfer of the Improvements to Johnstown, Johnstown shall charge for non-potable irrigation for the Property at its then published non-potable irrigation water rates.

Article 5 WATER FOR THE NON-POTABLE IRRIGATION SYSTEM

5.1 Owners of property located within District No. 2 have entered into a Non-Potable Water Agreement with Johnstown for the purpose of dedicating to Johnstown the raw water necessary to operate a non-potable irrigation system on the Property. Pursuant to provisions of the Non-Potable Irrigation Water Agreement, the owners agree to obtain a Water Court decree adjudicating the water rights specified in the Non-Potable Irrigation Water Agreement for use in the non-potable irrigation system on the Property. Due to the fact that the Water Decree will control the use of dedicated raw water in the non-potable irrigation system and other water rights will be dedicated to Johnstown by the owners of the Property for use in the non-potable irrigation system, the terms and conditions of the Non-Potable Irrigation Water Agreement shall control the use of the raw water dedicated pursuant to that Agreement for use in the non-potable irrigation system constructed, operated and maintained pursuant to this Agreement.

Article 6 GENERAL PROVISIONS.

6.1.1 **Alternative Dispute Resolution; Mediation**. If a dispute arises relating to this Agreement, and is not resolved, the parties involved in such dispute shall first proceed in

good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this Agreement, unless otherwise agreed. After completion of mediation, any party may submit any unresolved disputes or controversies to binding arbitration between the parties involved, and judgment or other judicial relief, including mandatory or other injunctive relief, may be entered upon the decision of the arbitrators in any court having jurisdiction. Unless the parties involved in the dispute agree otherwise, the dispute shall be resolved by a panel of three arbitrators, one of which shall be selected by Johnstown. The second arbitrator shall be selected by District No. 2. The third arbitrator shall be selected by the two arbitrators previously chosen. Each party shall bear one-half (1/2) of the fees and costs of the arbitors. Prior to any arbitration hearing, the parties shall have the right to enter into such discovery activities as may be permitted under the Colorado Rules of Civil Procedure, as the same are in effect at that time. All discovery disputes shall be determined by the arbitrators.

6.1.2 **Specific Performance.** The obligations of Johnstown and District No. 2 set forth in this Agreement are an essential purpose of this Agreement. Any legal remedies for a breach of any of said obligations which results or will result in any non-breaching party's inability to have or utilize the Improvements hereunder shall be conclusively deemed to be inadequate and, in addition to any and all other remedies, the remedy of specific performance shall be available to such party to enforce the entitlements and other rights provided to it in this Agreement.

6.1.3 **Partial Invalidity.** If any portion of this Agreement is determined by a court having jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining portions of this Agreement, the intention being that the various provisions hereof are severable; provided that the remaining portions of the agreement reasonably meet the intentions of the Parties

6.1.4 **Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by both Johnstown and District No. 2.

6.1.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

6.1.6 **Authority.** Each party represents and warrants that it has all requisite power, corporate and otherwise, to execute, deliver and perform their obligations pursuant to this Agreement, that the execution, delivery, and performance of this Agreement and the documents to be executed and delivered pursuant to this Agreement have been duly authorized, and that upon execution and delivery, this Agreement and all documents to be executed and delivered pursuant to this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with their terms.

6.1.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

6.1.8 **Further Assurance.** Each of the parties hereto, at any time and from time to time, will execute and deliver such further instruments and take such further action as may reasonably be requested by the other party hereto, in order to cure any defects in the execution and delivery of, or to comply with or accomplish the covenants and agreements contained in this Agreement and/or any other agreements or documents related thereto.

6.1.9 **Force Majeure.** Should any party be unable to perform any obligation required of it under this Agreement, other than the payment of money, because of any cause beyond its control (including. but not limited to war, insurrection, riot, civil commotion, shortages, strikes, lockout, fire, earthquake, calamity, windstorm, flood, material shortages, failure of any suppliers, freight handlers, transportation vendors or like activities, or any other force majeure), then such party's performance of any such obligation shall be suspended for such period as the party is unable to perform such obligation.

6.1.10 **Assignment.** No party shall assign its rights or obligation hereunder without the express written consent of the other party.

6.1.11 **Notices.** If under the terms of this Agreement, notice is to be provided to any party, said notice shall be deemed provided upon personal delivery or three (3) business days after the mailing of the same by registered or certified mail, return receipt requested, and first-class postage prepaid addressed as follows:

Thompson Crossing Metropolitan District No. 2 Attn: Board President 1739 S. County Rd. 13C Loveland, CO 80537	Town of Johnstown Attn: Town Administrator P.O. Box 609 Johnstown, CO 80534

6.1.12 **Entire Agreement.** This Agreement, including the items referenced herein or to be attached in accordance with the provisions of this Agreement, constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreement and understandings of the parties as to the subject matter of this Agreement. No representation, warranty, covenant, agreement, or condition not expressed in this Agreement shall be binding upon the parties or shall change or restrict the provisions of this Agreement.

Article 7 NON-POTABLE WATER TAP FEE.

7.1 In consideration of the design, installation, construction, financing, operation and maintenance of the non-potable water irrigation system (the "Improvements") by District No. 2, Johnstown shall not charge or collect a non-potable water tap fee for any development on the Property.

Article 8 INCLUSION OF ADDITIONAL PROPERTY.

8.1 The parties understand and agree that certain properties may be included within District No. 2 in the future. The properties are listed on Exhibit A attached hereto and incorporated herein by reference. The parties agree that upon annexation of one or more of the properties into Johnstown and the inclusion of the annexed property within District No. 2, that District No. 2 shall have the right to expand the non-potable water irrigation system into said property. Said expansion shall be upon the same terms and conditions as if said property was included in the definition of the Property set forth in Section 2.1.1 of this Agreement.

THIS AGREEMENT is made as of the above stated date.

THOMPSON CROSSING METROPOLITAN DISTRICT NO. 2

By: _____ President

ATTEST:

_____

TOWN OF JOHNSTOWN

By: _____

ATTEST:

_____

NON-POTABLE SYSTEM OPERATING AGREEMENT

THIS NON-POTABLE SYSTEM OPERATING AGREEMENT (this "Agreement") is made and entered into as of the 25th day of April, 2016 by and between 2534 MASTER ASSOCIATION, , a Colorado nonprofit corporation (the "Master Association"), and the THOMPSON CROSSING METROPOLITAN DISTRICT NO. 2, a Political Subdivision of the State of Colorado ("District No. 2").

RECITALS

A. District No. 2 has designed and constructed a non-potable irrigation system (the "System") for providing non-potable irrigation water to properties located within the 2534 Development (the "Properties") and other adjacent properties including Thompson Crossing PUD, Iron Horse, Miracle, and Thompson Crossing 2.

B. The parties have been cooperating with each other for the operation and maintenance of the System and desire to memorialize their current understanding and responsibilities in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promise of the parties and the recitals set forth above which are incorporated herein, the parties agree as follows:

1. District No. 2 will maintain ownership of the System and all real property used by the System owned by District No. 2. The System owned by District No. 2 includes the ponds, pumps, pump houses, irrigation lines and other irrigation system improvements upstream from the water meters of the property owners served by the System, but does not include the irrigation system controllers and timers which are owned by the Master Association.

2. District No. 2 will provide liability and property insurance for the System and the operation thereof in the amount and coverages currently maintained by District No. 2. The Master Association will annually reimburse District No. 2 for the cost of this insurance.

3. The Master Association will have the following duties and responsibilities with regard to the provision of non-potable irrigation water through the System:

   a. The Master Association will perform all preventive maintenance and repairs to the System including annual winterization.

   b. The Master Association will provide water accounting for the use of non-potable water in the System as required by State Engineer's Office of the State of Colorado.

   c. The Master Association will operate controllers and timers to provide the non-potable irrigation water to the Properties.

d. The Master Association will be responsible for operation of the System including all personnel costs and all necessary personnel for the operation and maintenance of the System.

e. The Master Association will annually set the rates for each coming calendar year during its annual budget process. The rates shall be based on cost of service not to exceed 80% of the published non-potable rate of the Town of Johnstown, Colorado ("Town").

f. In the event there is need for additional capital expense for the System, District No. 2 shall be responsible for providing the funds for the capital expense. The Master Association shall reimburse District No. 2 for said capital expenses out of assessments levied against its members in accordance with the Master Association's governing documents. District No. 2 will notify the Master Association of any expected capital expense at least thirty (30) days prior to incurring the expense, except in emergency circumstances.

g. All required payments and reimbursements by the Master Association to District No. 2 shall be paid within forty-five (45) days of receipt of invoice from District No. 2 detailing the required payment and/or reimbursement except that the Master Association's reimbursement of District No. 2 for capital expenses shall be made at such time as the Master Association has received payment of the assessments levied against its members to pay such capital expenses.

4. Time of the Essence. The parties agree that time is of the essence of this Agreement and each and every term and condition hereof.

5. Default Remedies. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either party fails to perform according to the terms of this Agreement, such party may be declared in default by written notice from the non-defaulting party to the defaulting party specifying the nature of such default and allowing a period of thirty (30) days from receipt of such notice within which to cure such default. In the event such default remains uncorrected, the party declaring the default may elect to terminate this Agreement and seek damages, treat the Agreement as continuing and require specific performance and/or damages, or avail itself of any other remedy at law or in equity.

In the event of any default hereunder by either party which shall require the party not in default to commence legal or equitable action against said defaulting party, the defaulting party shall also be liable to the non-defaulting party for all reasonable attorneys' fees and costs incurred by the non-defaulting party by reason of such default.

6. Governing Law. This Agreement shall be governed by and its terms construed under the laws of the State of Colorado.

7. No Waiver. The failure by any party to enforce any provision of this Agreement at any time shall not constitute a waiver of the right thereafter to enforce such provision or any other provision hereof.

8. Notices. Any notice or other communication given by any party to any other party relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the second business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile transmission, shall be deemed effective when received:

If to the Master Association, to:

2534 Master Association
c/o Mountain-n-Plains, Inc.
ATTN: Justin M. Morrison
375 E. Horsetooth Rd., Bldg. B, #100
Fort Collins, CO 80525

If to District No. 2, to:

Thompson Crossing Metropolitan District No. 2
ATTN: Gary Gerrard, President
27486 County Road 13
Loveland, Colorado 80534

9. Headings. Paragraph headings used herein are for convenience of reference and shall in no way define, limit or prescribe the scope or intent of any provision of this Agreement. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

10. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may not be changed except by written document signed by all parties hereto. There should be deemed to be no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Agreement unless set forth in writing and signed by all parties hereto.

11. Further Assurances. Each of the parties agree to execute and deliver such additional instrument or instruments as the other parties hereto may from time to time request in order to carry out the intent, and effectuate the provisions, of this Agreement.

12. Third Parties. This Agreement shall not be construed as creating any rights for the benefit of any other persons or entities which are not parties to this Agreement, including, without limitation, the Town.

13. Benefit and Binding Effect. This Agreement and all of the terms and provision hereof shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns.

14. Annual Appropriations. Any financial obligation of District No. 2 shall be subject to the annual budgeting and appropriation of funds by District No. 2.

15. Town Approval. Under Article 4.1 of the Non-Potable Irrigation System Intergovernmental Agreement ("IGA") dated August 21, 2006 between the Town and District No. 2, District No. 2 is responsible for operating and maintaining the System until the System is transferred to the Town. Transfer of District No. 2's System operation and maintenance responsibility to the Master Association under this Agreement requires the written consent of the Town under Article 6.1.10 of the IGA. This Agreement is contingent upon District No. 2 obtaining and providing to the Master Association not later than 60 days after this Agreement is executed by both parties, the written consent of the Town to the transfer of the System operation and maintenance responsibility to the Master Association. If such consent is not obtained by the referenced deadline, this Agreement shall be null and void, and of no further effect.

IN WITNESS WHEREOF, the parties have executed this Non-Potable Irrigation System Development Agreement as of the day and year first above written.

2534 MASTER ASSOCIATION, a
Colorado nonprofit corporation

By: _____
Todd Williams, President

THOMPSON CROSSING METROPOLITAN
DISTRICT NO. 2, a Political Subdivision of the
State of Colorado

By: _____
Gary Gerrard, President

UNANIMOUS CONSENT TO ACTION OF THE BOARD OF DIRECTORS OF 2534 MASTER ASSOCIATION (Non-Potable System Operating Agreement and Cost Reimbursement)

The undersigned, being all of the Directors of 2534 Master Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the Colorado Revised Nonprofit Corporation Act, unanimously consent to the following resolutions effective as of April 25, 2016:

1. **Non-Potable System Operating Agreement.**

RESOLVED that the attached Non-Potable System Operating Agreement ("Agreement") between the Association and the Thompson Crossing Metropolitan District No. 2 ("District") is approved by the Board.

FURTHER RESOLVED, that Todd Williams, as Association President, and Nathan Gerrard, as Association Secretary, are authorized and directed to sign the Agreement where their signatures are required.

2. **Reimbursement of Irrigation System Costs to District.**

WHEREAS, without funding and coordination by the District, completion of the non-potable irrigation system infrastructure and improvements for 2534 would not have been possible;

WHEREAS, Non-potable irrigation system funding and services provided were paid by the District without charging interest to or otherwise burdening the Association;

WHEREAS, the District has requested that the Association reimburse it for certain irrigation system costs incurred by the District detailed on the attached cost itemization ("Costs").

RESOLVED, that the Association will reimburse the District for the Costs with such reimbursement to be paid out of the Association's water account in accordance with a payment plan adopted and approved by the Board; and

FURTHER RESOLVED, that reimbursement of the Costs by the Association will not be paid through a Special Assessment.

Effective as of the date set forth above.

Ryan Schaefer, Director

Todd Williams, Director

Nathan Gerrard, Director

Gary M. Gerrard, Director

Dale Boehner, Director

Town of
Johnstown

July 18, 2016

Thompson Crossing Metropolitan District No. 2
Attn: Mr. Gary Gerrard
1739 S. County Road 13C
Loveland, CO 80537

Re: Non-Potable Irrigation System Intergovernmental Agreement

Dear Mr. Gerrard,

The Non-Potable Irrigation System Intergovernmental Agreement, dated August 21, 2016, provides that Thompson Crossing Metropolitan District No. 2 ("District No. 2") is obligated to operate and maintain the non-potable irrigation system until the system is transferred to the Town of Johnstown. *See* Paragraph 4.1. The Town understands that District No. 2 desires to assign those obligations to the 2534 Master Association.

Without limiting or waiving any other rights that the Town may have under the Non-Potable Irrigation System Intergovernmental Agreement or releasing District No. 2 from any other obligations, the Town hereby approves the assignment of District No. 2's obligation to operate and maintain the non-potable irrigation system to the 2534 Master Association.

Sincerely,

Roy Lauricello
Town Manager

RECEPTION #20210087488, 9/20/2021 11:06:16 AM,
1 of 10, $58.00
Angela Myers, Clerk & Recorder, Larimer County, CO

AMENDMENT TO NON-POTABLE IRRIGATION WATER AGREEMENT

THIS AMENDMENT TO NON-POTABLE IRRIGATION WATER AGREEMENT (the "Amendment") is made and entered into this 8th day of September, 2021, by and among **THOMPSON RANCH, LLLP** and **GERRARD FAMILY LIMITED PARTNERSHIP** (hereinafter collectively referred to as the "Owners"), the **TOWN OF JOHNSTOWN**, a Colorado municipal corporation (hereinafter referred to as "the Town"), **2534 MASTER ASSOCIATION**, a Colorado nonprofit corporation ("the Association"), and Thompson Crossing Metropolitan District No. 2, a Colorado Special District ("District #2). Owners, the Town, the Association and District #2 are collectively referred to sometimes as "the Parties" or individually as a "Party").

WHEREAS, Owners and the Town entered into a Non-Potable Irrigation Water Agreement dated August 21, 2006 ("Non-Potable Agreement"), for the irrigation of certain lands located within the Town ("Subject Property"), described in the Non-Potable Agreement as approximately 420 acres located in portions of Sections 14 and 15, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado; and

WHEREAS, the Owners developed a mixed-use community on the Subject Property that is commonly referred to as the 2534 development and that is some or all of the Project described in the Non-Potable Agreement ("2534 Project"); and

WHEREAS, the non-potable irrigation system contemplated under the Non-Potable Agreement currently serves the 2534 Project and two contiguous developments known as 2534 West and Iron Horse ("Non-Potable Irrigation System"); and

WHEREAS, District #2 is the current owner of the Non-Potable Irrigation System and entered into an operating agreement with the Association so that the Association would operate the Non-Potable Irrigation System;

WHEREAS, the Association is the operator of the Non-Potable Irrigation System and is in the process of being assigned certain agreements, rights, and obligations associated with the Non-Potable Irrigation System; and

WHEREAS, after adjudicating a change of water rights in Case No. 07CW14 to serve the Non-Potable Irrigation System and after incurring approximately fifteen years of operating experience, the Parties desire to amend paragraphs 1 – 5, 7, and 8 of the Non-Potable Agreement to reflect current circumstances and current operations of the Non-Potable Irrigation System as described herein; and

WHEREAS, it is in the mutual interest of the Parties to have a viable and well-operated Non-Potable Irrigation System.

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

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

1. **Existing Non-Potable Agreement.** Except as expressly modified herein, the Non-Potable Agreement shall remain in full force and effect. All defined terms in the Non-Potable Agreement apply to this Amendment unless specifically defined otherwise herein.

2. **Non-Potable Water Supply.** The Non-Potable Irrigation System is currently supplied by the following water rights that constitute the "Non-Potable Water Supply":

A. Priority #1. The Non-Potable Water Supply primarily consists of 3 cfs of the Priority No. 1 Right on the Big Thompson River, originally part of the Big Thompson Ditch with an appropriation date of November 10, 1861 ("Priority #1"), which was changed by decree in Case No. 07CW14 ("07CW14 Decree") as contemplated in the Non-Potable Agreement. The 3 cfs of Priority No. 1 was dedicated to the Town by special warranty deeds dated October 28, 2009 and June 12, 2012 and are committed to the Non-Potable Irrigation System.

B. Farmers' Shares. When in priority, 2.50 shares of the Reorganized Farmers Ditch Company ("Farmers' Shares") are used within the Non-Potable Irrigation System. These Farmers' Shares are committed to the Non-Potable Irrigation System and only used to irrigate those lands historically irrigated as described in paragraph 4, below.

C. Augmented Junior Rights. The Non-Potable Irrigation System contains two detention ponds for irrigation as described in the 07CW14 Decree. One pond has a junior water right previously decreed in Case No.02CW305 and a junior water right is being sought for the other pond in Case No. 20CW3159. An augmentation plan is also being sought for both detention ponds in Case No. 20CW3159 to ensure proper administration if the ponds capture water out-of-priority. These junior water rights and augmentation plan are committed to the Non-Potable Irrigation System.

3. **Non-Potable Irrigation System Lands.** The Non-Potable Agreement contemplated a non-potable service area of approximately 420 acres of Subject Property. Exhibit A to the Non-Potable Agreement did not correctly reflect the Subject Property and that Exhibit A is hereby stricken from the Non-Potable Agreement. The current service area of the Non-Potable Irrigation System includes lands located within the Subject Property, but also includes lands outside but contiguous to the Subject Property in the Iron Horse and 2534 West developments (collectively the "Current Service Area"), as depicted in **Exhibit A** attached hereto. The 07CW14 Decree allows for a service area that includes the Current Service Area, plus additional lands outside both the Current Service Area and Subject Property for future service ("Future Service Lands"). The Non-Potable Agreement is hereby amended to allow irrigation of the combined Current Service Area and the Future Service Lands as those lands are depicted in **Exhibit B** attached hereto, subject to the provisions of this Amended Agreement.

4. **Non-Potable Irrigation Water Rights Dedication (Farmers' Shares).** The Non-Potable Agreement identified 2.75 shares of the Reorganized Farmers Ditch Company to be dedicated to the Town for use within the Non-Potable Irrigation System and required such shares be changed in water court. Said shares are hereby reduced to 2.5 Farmers' Shares, with 1.0 share

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

currently owned by 2534 West, 1.25 shares currently owned by Thompson Ranch LLLP, and 0.25 share owned by the Town after assignment by Thompson Ranch LLLP as part of the non-potable water rights dedication. The Farmers' Shares were removed from Case No. 07CW14 and are no longer required by the Parties to be changed in water court. Instead, the Parties agree that the 2.5 unchanged Farmers' Shares will be used only on the 2534 West property and the Thompson Crossing property, all as shown in **Exhibit B**.

5. **Reusable Effluent Agreement.** The Owners and the Town increased the efficiency of the Non-Potable Water Supply through a Non-Irrigation Season Reusable Effluent Designation Agreement dated September 8, 2010 ("Effluent Agreement"), which was included as a replacement source for maintaining historical return flows in the 07CW14 Decree. The Owners, Association, and Town entered into the Amendment to Non-Irrigation Season Reusable Effluent Designation Agreement dated November 2, 2020, which was included as a source in 20CW3159 ("Amended Effluent Agreement").

6. **Finding of Water Supply Adequacy for Current Service Area.** The Non-Potable Agreement was based upon projections and assumptions. Based upon a recent water rights engineering analysis by the Association dated March 17, 2021 ("Engineering"), the Parties agree that the Non-Potable Water Supply is adequate to meet the non-potable water demands on the 2534 Property, 2534 West Property, and Thompson Crossing Property at full buildout, and on the currently served lands at Iron Horse (*See* **Exhibit A**). This finding of water supply adequacy and the Engineering are based upon the actual water demands for the past 15 years, projected demands for remaining undeveloped area, volumetric limits and other conditions in the 07CW14 decree, the availability of the Effluent Agreement and Amended Effluent Agreement, and the actual design and operations of the Non-Potable Irrigation System. Based upon this water supply adequacy finding and the Engineering, the following additional changes to the Non-Potable Irrigation Agreement are hereby made and approved: (a) the analysis of non-potable irrigation supply and demand is replaced by the Engineering; (b) the additional water rights dedication requirement and the Unmet Irrigation Demand are hereby eliminated; and (c) the right of Owners to obtain transferable non-potable water credits for excess water dedicated to the Non-Potable Irrigation System is hereby eliminated.

7. **Non-Potable Water Supply for Future Service Lands and Additional Iron Horse Lands.** Before any connection to supply non-potable irrigation water to Future Service Lands or to serve any Iron Horse Property that is not part of the currently served lands at Iron Horse as shown in **Exhibit A**, the Association and Town must both first agree on the water supply adequacy for the Future Service Lands and additional Iron Horse Property service which may require new water supplies or other arrangements with the Town if the Non-Potable Water Supply is not adequate to supply the additional lands. The Association may update the Engineering from time to time to determine the excess Non-Potable Water Supply available for additional irrigation, but subject to Town approval of the updated Engineering.

8. **Assignment and Conveyance to Association.** The Owners agree that upon execution hereof, and not more than 60 days thereafter, they shall assign to the Association all of the agreements, rights, and obligations associated with the Non-Potable Irrigation System. This will include, but not be limited to, the following:

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

A. The Non-Potable Agreement;
B. The 07CW14 Decree;
C. The Decree entered in Case No. 02CW305 by the District Court for Water Division No. 1; and
D. The Effluent Agreement and Amended Effluent Agreement.

The Association agrees to the above-described assignment and agrees to incur all obligations and responsibilities associated with the assigned documents. The Town does hereby approve the above-described assignment from Owners to the Association and upon completion thereof, and upon acceptance by the Association, the Town does hereby relieve Owners of any and all obligations under the Non-Potable Agreement, 07CW14 Decree, and under the Effluent Agreement and Amended Effluent Agreement. Further, and consistent herewith, the Gerrard Family Limited Partnership LLP has by bargain and sale deed dated May 12, 2021 conveyed to the Association at no cost to the Association the water rights for the Gerrard Seepage Ditch No. 1, Gerrard Seepage Ditch No. 2, and the Gerrard Seepage Pond decreed in Case No. 02CW305.

10. **Assignment and Commitment of Non-Potable Water Supply.** The Owners do hereby agree to assign to the Town the 2.25 of the 2.5 Farmers Shares not yet assigned to the Town in a form acceptable to the Town but at no cost to the Owners. The Town covenants and agrees that the entire 2.5 Farmers Shares and the entire 3.0 cfs of Priority #1 that was changed in the 07CW14 Decree shall be committed to serve the Non-Potable Irrigation System in perpetuity so long as that Non-Potable Irrigation System continues to be operated consistent with this Amendment Agreement.

11. **Modifications to Non-Potable Agreement.** Paragraphs 2 – 10 above do hereby replace Paragraphs 1 – 5 of the Non-Potable Agreement in their entirety. Paragraph 7 is also replaced, except that the Parties agree no water court transfer fee shall be payable by any Party to the Town for any of the Non-Potable Water Supply.

12. **Notices.** The Notice provision in paragraph 8 of the Non-Potable Agreement is hereby updated with the following information for the Association:

2534 Master Association
Attn: Justin Morrison
2534 Master Association
375 E. Horsetooth Road, Building 3, Suite 100
Fort Collins, CO 80525
(970) 221-2323
justinm@mnpre.com

With Copy to:
Todd Williams
Williams & Weiss Consulting, LLC
5255 Ronald Reagan Blvd., #220
(303) 653-3940

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

tlwwater@msn.com

Town of Johnstown
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534

With Copy to:
Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264

The remainder of paragraph 8 of the Non-Potable Agreement remains unchanged.

13. Counterparts. This Amendment may be executed in several counterparts, and all such executed counterparts shall constitute the same Amendment. The Parties agree that signatures transmitted electronically shall be binding as if they were original signatures.

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

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

TOWN OF JOHNSTOWN, a Colorado home rule municipality

_____
By: Gary Lebsack, Mayor

ATTEST:

_____
Diana Seele, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Amendment was acknowledged before me this 8 day of September, 2021, by Gary Lebsack as Mayor of the Town of Johnstown.

WITNESS my hand and official seal.

My commission expires: October 17, 2022

(SEAL)

_____
Notary Public

DANIELLE GARDNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144040635
MY COMMISSION EXPIRES OCTOBER 17, 2022

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

2534 MASTER ASSOCIATION, a Colorado nonprofit corporation

_____
Name: Todd Williams
Title: President of Board of Directors

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Amendment was acknowledged before me this 10th day of August, 2021, by Todd Williams, President of the 2534 Master Association Board of Directors.

WITNESS my hand and official seal.

My commission expires: 4/17/2025

(SEAL) _____
Notary Public

KRISTEN L HANSEN
Notary Public
State of Colorado
Notary ID # 20044024613
My Commission Expires 04-17-2025

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

THOMPSON RANCH, LLP

Dale Boehner

Name: Dale Boehner
Title: General Partner

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Amendment was acknowledged before me this 6th day of August, 2021, by Dale Boehner, General Partner of the Thompson Ranch, LLP

WITNESS my hand and official seal.

My commission expires: 4/17/2025

Kristen L Hansen
Notary Public

(SEAL)

KRISTEN L HANSEN
Notary Public
State of Colorado
Notary ID # 20044024613
My Commission Expires 04-17-2025

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

GERRARD FAMILY LIMITED PARTNERSHIP

_____
Name: Nathan Gerrard
Title: General Partner

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Amendment was acknowledged before me this 5th day of August, 2021, by Nathan Gerrard, General Partner of the Gerrard Family Limited Partnership.

WITNESS my hand and official seal.

My commission expires: 4/17/2025

(SEAL)

KRISTEN L HANSEN
Notary Public
State of Colorado
Notary ID # 20044024613
My Commission Expires 04-17-2025

_____
Notary Public

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

10

THOMPSON CROSSING METROPOLITAN DISTRICT #2

_____
Name: Gary Gerrard
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Amendment was acknowledged before me this 5th day of August, 2021, by Gary Gerrard, President of the Thompson Crossing Metropolitan District #2.

WITNESS my hand and official seal.

My commission expires: 4/17/2025

(SEAL)

KRISTEN L HANSEN
Notary Public
State of Colorado
Notary ID # 20044024613
My Commission Expires 04-17-2025

Notary Public

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

Town of Johnstown

Building Permit Statistics

MARCH 2023

Single Family Residential		**Commercial**	
Issued ytd	103	*New Building Issued ytd	7

Duplex	**3-plex**	**4-plex**	**5-plex**	**Apartment Bldgs**	3
	1	7	3		

Other Residential (basements/alterations/additions)		**Other Commercial * (tenant finish/alterations/additions)**	
Issued ytd	64	Issued ytd	6

Fees collected at permit issuance	**Residential YTD**	**Commercial YTD**
Construction Valuation	($28,780,486)	($37,752,547)
Building permit fees	$252,837	$243,477
F&F or F&F Credit	$0	$0
Paving	$0	$0
Water Upgrade	$0	$0
Water & Sewer Reimbursement	$0	$0
Raw Water Development Fee	$343,264	$78,264
Water Meter	$46,385	$4,330
Water Tap	$587,253	$129,190
Sewer Tap	$570,666	$39,668
Regional Sewer Development fees	$484,500	$275,500
Sewer Inspection Fee	$10,800	$1,500
Park	$51,500	$3,000
Use Tax	$475,222	$605,516
Larimer Use Tax	$8,224	$11,316
Open Space Impact Fee	$120,739	$282,240
Library Impact Fee	$116,062	$271,404
Public Facilities Impact Fee	$160,676	$461,158
Police Facilities Impact Fee	$73,153	$244,253
Transportation Facilities Impact Fee	$278,797	$1,198,496
402 Interchange Fee	$2,830	$3,100
High Plains Blvd Reimbursement Fee	$5,290	$0
School District Fee	($105,698)	N/A
TOTAL FEES (YTD)	**$3,592,198**	**$3,852,412**

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex						
Year	**Issued**	**Month avg**		**Year**	**Issued**	**Month avg**
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		**2023**	**103**	**34.33**
1998	175	14..58				
1999	145	12.08		**TOTAL**	**5671**	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

Town of Johnstown

Building Permit Statistics

APRIL 2023

Single Family Residential		**Commercial**	
Issued ytd	108	*New Building Issued ytd	9

Duplex	**3-plex**	**4-plex**	**5-plex**	**Apartment Bldgs**	3
	1	7	3		

Other Residential (basements/alterations/additions)		**Other Commercial * (tenant finish/alterations/additions)**	
Issued ytd	93	Issued ytd	10

Fees collected at permit issuance	**Residential YTD**	**Commercial YTD**
Construction Valuation	($31,442,190)	($47,257,085)
Building permit fees	$279,482	$291,891
F&F or F&F Credit	$0	$0
Paving	$0	$0
Water Upgrade	$0	$0
Water & Sewer Reimbursement	$0	$0
Raw Water Development Fee	$372,299	$128,493
Water Meter	$48,365	$6,335
Water Tap	$587,502	$188,603
Sewer Tap	$570,666	$88,403
Regional Sewer Development fees	$503,500	$275,500
Sewer Inspection Fee	$11,300	$2,500
Park	$54,000	$4,000
Use Tax	$520,706	$690,668
Larimer Use Tax	$13,875	$28,193
Open Space Impact Fee	$127,257	$282,240
Library Impact Fee	$122,331	$271,404
Public Facilities Impact Fee	$169,352	$480,674
Police Facilities Impact Fee	$77,100	$250,917
Transportation Facilities Impact Fee	$293,961	$1,248,952
402 Interchange Fee	$4,528	$3,100
High Plains Blvd Reimbursement Fee	$10,580	$0
School District Fee	($105,698)	N/A
TOTAL FEES (YTD)	**$3,803,916**	**$4,243,873**

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex						
Year	**Issued**	**Month avg**		**Year**	**Issued**	**Month avg**
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		**2023**	**108**	**27.00**
1998	175	14..58				
1999	145	12.08		**TOTAL**	**5676**	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

Quarterly/Annual Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2023 Q1 Financials – Attachments Included

Starting Balance:	$ 22,177.64
Cash In:	$ (1) Monthly Quarterly Treasurer's Report
Expenditures:	$ (2) Monthly Quarterly Treasurer's Report
Ending Balance:	$ 26,619.13

Strategic plan to revitalize the Town's historic downtown

1. Members of the board have worked alongside Sarah and Kristen throughout the downtown wayfinding/branding project and we are continuing to work closely with them to have the JDDA Branding look very similar to the towns branding specifically for the downtown project!

Events

1. Previous Events including the Results/Outcome of the Event: These events continue to keep people engaged and emotionally invested in our town rather than traveling outside for the same services.
    a. We did not have any events this quarter.

Upcoming Events for 2023:

1. We have locked in the same 4 events as previous years.
    a. Cinco de Mayo on May 6th from 1-5
    b. Fall Fest
    c. Trick or Treat Street
    d. Johnstown Jingle

Other than events, things we are doing to position downtown as the focal point of Johnstown:

1. Welcome Bags – This program is still very successful, and we are now delivering more than 60 welcome bags to new residents monthly. The RHS Interact Club works with us to help pack the bags and deliver them to the new residents.

2. We continue to approach other businesses in the area about joining the DDA.

3. We created a sub committee called the HOA Community Outreach Committee

Community Give Back/Involvement

Social Media/Website

1. MaLeah Calderone is still working with us as an intern through the work based learning program at RHS.
2. Flourish continues to do our Social Media and we are currently working with them on redoing our website to be more branded with the Town of Johnstown

Downtown Businesses Update –

New businesses/relocated businesses in Downtown Johnstown:

Businesses that have closed/moved out of Downtown Johnstown:

Employment opportunities available:

JDDA Members

JDDA Members:

1.

Member Pricing:

1. $125 Downtown Members – Brick and Mortar Businesses located in our JDDA Boundaries
2. $250 Community Partners – Businesses outside the JDDA Boundaries with a vested interest in Downtown Johnstown
3. $65 Non-Profit Members – Must submit a 501-C3

Member Benefits:

1. Business listing on our website VisitDowntownJohnstown.com
2. Opportunity to include information in the Community Welcome Bags
3. Social Media Networking and Marketing each month
4. Event Discounts for the JDDA Hosted Downtown Events and
5. Workshop Benefits
6. Group Marketing Opportunities
7. Sponsorship opportunities

JDDA Board Position:

What the Members want from the JDDA

These are things that the business owners shared with us that they would like to see!

1. Community/common goals/events

   We are doing these regularly

2. Networking events?

   We hosted a networking event on March 7th from 12-2 at the YMCA. It was focused on HR and the new rules and regulation for business in the state of Colorado as well as federal!

   Johnstown/Milliken Connect (info to share third Thursday am) Contact Betsy to get involved.

3. Learning platform/classes (info on social media)/business topics

4. Ideas we have thrown around…

5. Entertainment District

6. JDDA Home show (10 businesses?)

Johnstown Downtown Development Association

Statement of Activity

January - March, 2023

	TOTAL
Revenue	
Dues income	4,940.00
Event Income	3,647.27
Unapplied Cash Payment Revenue	154.87
Workshops	60.00
Total Revenue	**$8,802.14**
GROSS PROFIT	**$8,802.14**
Expenditures	
Advertising	1,302.00
Marketing	1,900.00
Website	36.00
Total Advertising	**3,238.00**
Bank Charges	129.45
Event Expenses	61.59
Legal, Accounting and Professional	450.00
Meals	176.19
Office Supplies	28.14
QuickBooks Payments Fees	11.38
Rent	165.00
Square Fees	100.90
Total Expenditures	**$4,360.65**
NET OPERATING REVENUE	**$4,441.49**
NET REVENUE	**$4,441.49**

Johnstown Downtown Development Association

Statement of Financial Position

As of March 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BBQ Days acct 8128	73,801.33
General Fund	25,603.03
Petty Cash	1,016.10
Total Bank Accounts	**$100,420.46**
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	**$0.00**
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$100,420.46**
TOTAL ASSETS	**$100,420.46**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
BBQ Days holding account	74,158.98
Total Other Current Liabilities	**$74,158.98**
Total Current Liabilities	**$74,158.98**
Total Liabilities	**$74,158.98**
Equity	
Retained Earnings	21,819.99
Net Revenue	4,441.49
Total Equity	**$26,261.48**
TOTAL LIABILITIES AND EQUITY	**$100,420.46**

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 15, 2023

SUBJECT: Downtown Johnstown Branding & Wayfinding Project

ATTACHMENTS: 1. Downtown Johnstown Branding & Wayfinding: Final Downtown Signage Designs; Illuminated and Daylight

AGENDA ITEM DESCRIPTION:

Enclosed is the Downtown Johnstown Branding & Wayfinding Project: Final Downtown Signage Designs, both illuminated and daylight. The exhibits include several different sign types that will be fabricated and installed within the downtown corridor and Hwy-60. The sign types include:

- Auto Directional
- Street Name Signs
- Interpretive Info/Photo Station
  - These signs would replace the existing wall mounted photos that are located within the public courtyard at the corner of N. Parish Avenue and North 1st Street (west of Wing Shack)
- Building-Mounted Interpretive Signs
  - These signs can be mounted onto buildings and signage to provide pedestrians with informational items such as historical information, story walks, maps, etc.
  - These signs will be utilized when appropriate.
- Destination Signage
- Pedestrian Directional Signs
- Pedestrian Kiosk
- Public Parking Signs
- Gateway Signs
  - These signs will mark entrance points into the Downtown corridor.
- Columnar Gateway
  - These signs are considered secondary entrance point markers.
- Sculptural Gateway
  - These signs provide pedestrians an opportunity to interact with our branding and will be placed in key pedestrian friendly locations such as Parish Park
- Trail Signage
  - These signs will be installed within the trail and park corridors according to the Town Parks and Trail Master Plan.

The final location of the signs will be determined in the coming weeks. Our consultant will provide the Town bid-ready documents and assist us with issuing the RFP/RFI and selecting a fabricator. The selected fabricator will also be responsible for installing the signage through a phased approach. It is likely that it will take several phases to install the signage throughout Downtown not including potential future development within that corridor.

It is important to note that page 1 of the attachment includes conceptual renderings of a Town wide master-plan wayfinding signage program that incorporates similar material and design to the downtown signs but features the existing Town wide brand. The purpose is to show how the materials and structure of the downtown signs can be incorporated and adapted into future use of a town wide wayfinding signage project. Please note that our consultant will only provide as a deliverable a Town wide wayfinding masterplan that includes location and signage type. It will not include the design of the signage as the ultimate color scheme and use of logo would be dependent on the Town wide brand.

Reviewed and Approved for Presentation,

Town Manager

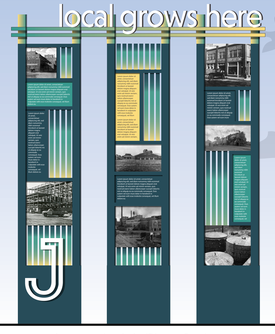
Auto Directional - Town of Johnstown

Auto Directional Downtown - 4" Text (25 MPH)

Auto Directional - 6" Text (>35 MPH)

Auto Directional - 4" Text (25 MPH)

Street Name Sign (new sign blade cuffs added to existing signs)

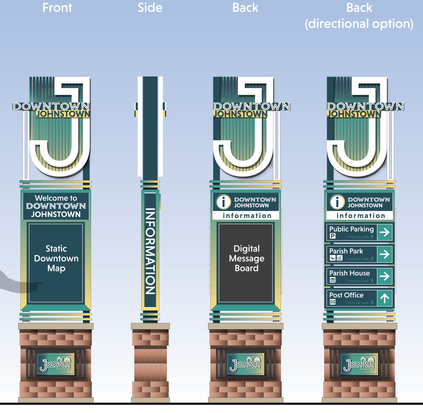


Interpretive Info/Photo Station

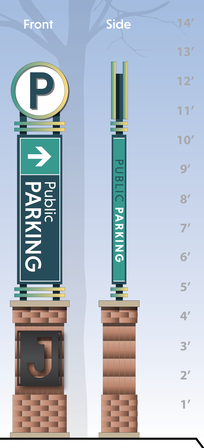
Building-Mounted Interpretive Signs

Destination Signage

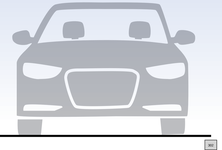
Pedestrian Directional



Pedestrian Kiosk



Public Parking (25 MPH)



Linear Gateway

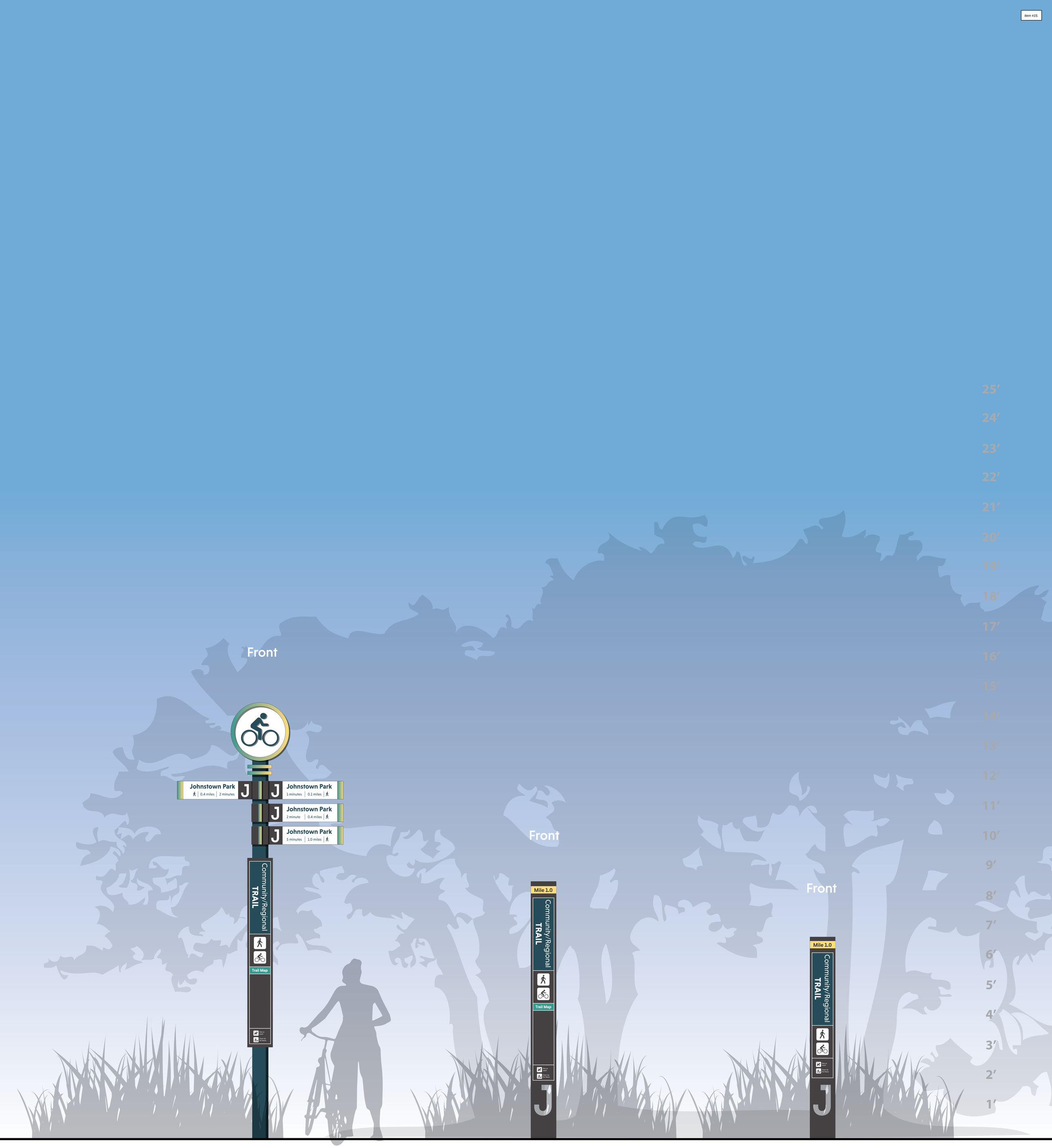
Columnar Gateway

Curved Corner Gateway

Sculptural "J" Gateway

Sculptural "J" Gateway (3D southeast)

Sculptural "J" Gateway (3D southwest)



Trail Decision Point Sign

Along-the-Trail Marker Sign (with linear map)

Trail Mile Marker Sign

Auto Directional Signs - LED illumination & retroreflective lettering & messaging

Auto Directional - Town of Johnstown

Item #15

Auto Directional Signs - LED illumination & retroreflective lettering & messaging

Auto Directional Downtown - 4" Text (25 MPH)

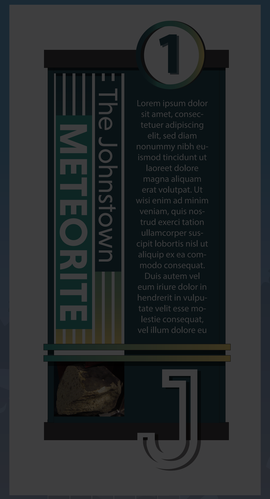
Auto Directional - 6" Text (>35 MPH)

Auto Directional - 4" Text (25 MPH)

Street Name Sign (new sign blade cuffs added to existing signs)

Interpretive Signage - LED illumination for multi-image panels, no internal illumination for building-mounted signs (ambient light only)

Interpretive Info/Photo Station



Building-Mounted Interpretive Signs

Destination Signs - LED illumination & retroreflective lettering & messaging

Destination Signage

Pedestrian Directional - LED illumination & retroreflective lettering & messaging

Pedestrian Directional

Pedestrian Kiosk - LED illumination & retroreflective lettering & messaging

Pedestrian Kiosk

Parking Signs - LED illumination & retroreflective lettering & messaging

Public Parking (25 MPH)

Linear Gateway - LED illumination

Side

Front

Linear Gateway

Columnar Gateway - LED illumination

Front

Side

Columnar Gateway

Curved Corner Gateway - LED illumination

Front

Curved Corner Gateway

Sculptural "J" Gateway - LED illumination

Front

Sculptural "J" Gateway

Oblique View Southeast

Sculptural "J" Gateway (3D southeast)

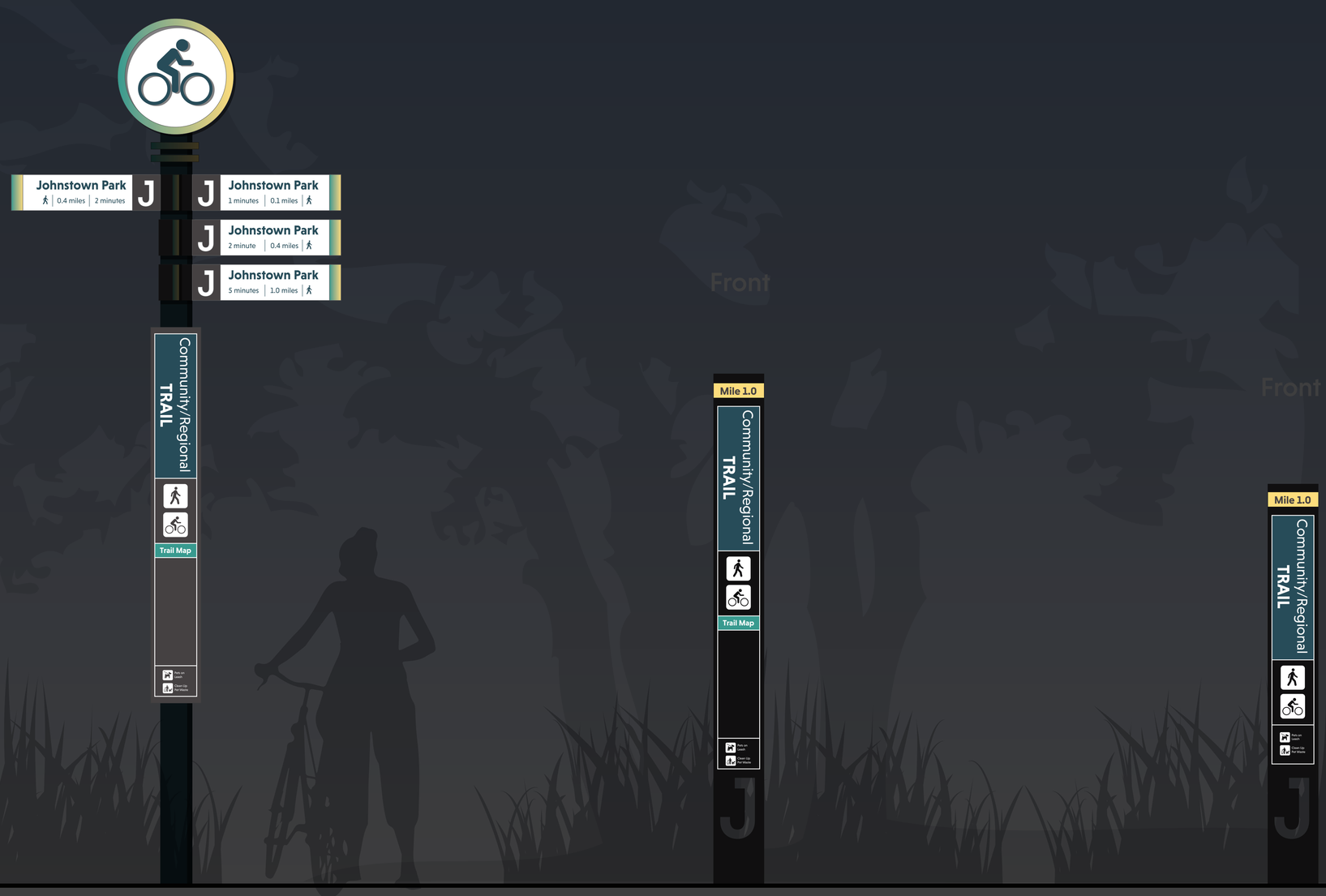
Oblique View Southwest

Sculptural "J" Gateway (3D southwest)

Mast Head Signage - Retroreflective coating only

Mast Head Signs

Trail Signage - Retroreflective coating only



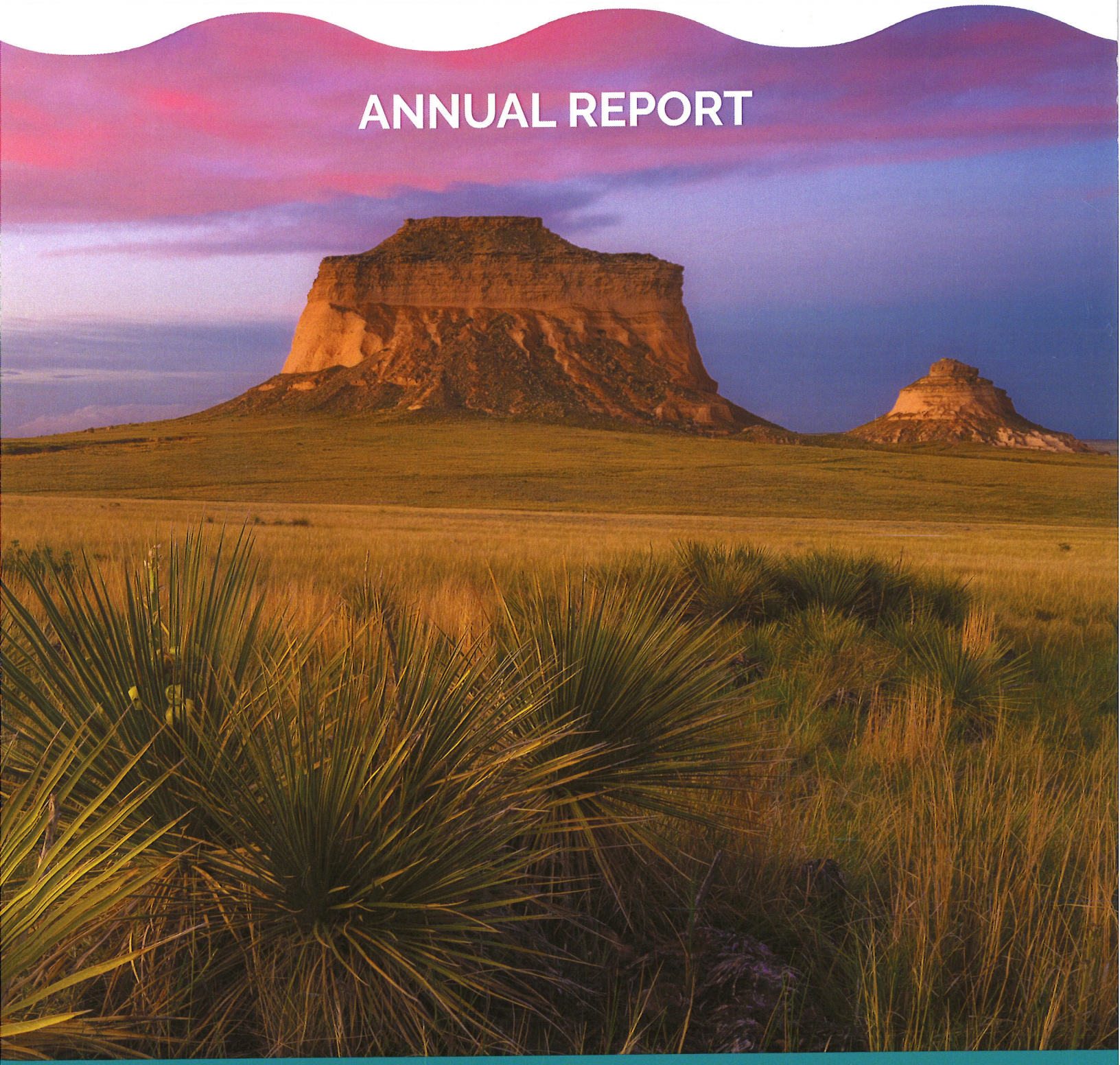
Trail Decision Point Sign

Along-the-Trail Marker Sign (with linear map)

Trail Mile Marker Sign

THE WELD TRUST

ANNUAL REPORT



2022

Impact Across Weld County

The Weld Trust staff, Rigo Rangel and Kristen Mullen, volunteering at a home build for Greeley-Weld Habitat for Humanity

Paige Hill, intern at the Performance & Wellness Institute through District 6 Career Explore Internship Program

Success Foundation serving Greeley-Evans schools, SmartLab to support Science, Technology, Engineering, and Math (STEM) disciplines

Reid Hayward, Ph.D., Director, University of Northern Colorado Cancer Rehabilitation Institute

Emergency Food Box distribution line at Weld Food Bank supporting those in need across Weld County

Cover photo: Pawnee Buttes Sunset by Tad Bowman

Greetings! Thank you for your interest in The Weld Trust's 2022 Annual Report. What an exciting and impactful year we had! Our organization awarded over $12.8 million in grants toward health and education programs to 82 nonprofits and schools to support Weld County residents.

The Weld Trust has been providing community grants since its inception in 1984, previously known as NCMC, Inc. Following the sale of North Colorado Medical Center and related assets in 2019, we became a health conversion foundation and the name was changed to The Weld Trust.

As The Weld Trust, we adopted a mission statement, "To promote excellence in health and education in Weld County." Grants are awarded to nonprofit organizations, schools, and government entities located in Weld County or programs exclusively for Weld County residents.

Guided by our mission statement and the strategic plan established in 2021, the Board of Directors identified seven key initiatives within health and education as the funding priorities. In 2022, we developed a more detailed framework (which we refer to as logic models) for each of the seven initiatives to better articulate the program areas we aim to support. Each of these logic models are available for review on our website. There are three funding cycles per year for each of the seven funding initiatives.

In addition to the key funding initiatives, The Weld Trust offers Flagship grants which are usually larger grants focused on capital needs. There are currently several ideas being discussed for projects across Weld County.

Since inception nearly forty years ago, our organization has awarded over $45 million in grants. **In this next year, The Weld Trust's grantmaking will surpass $50 million.** We look forward to sharing this milestone with you.

In 2023, The Weld Trust's all-time grantmaking will surpass

$50 million.

Finally, thank you to all the nonprofits and schools who provide the programs and projects we support. Our goals could not be accomplished without their dedication and hard work. Together, we are working to create a healthier and more educated Weld County.

Kind regards,

Jeff Carlson
Chief Executive Officer

The Weld Trust Balance Sheet

December 31, 2022

Assets	2022
Current Assets	$6,192,185
Investments	$512,465,001
Property and Equipment	$269,759
Property Held for Charitable Purposes	$1,057,464
Total Assets	**$519,984,409**

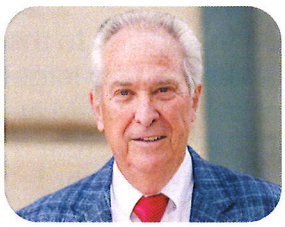
Liabilities and Net Assets	2022
Total Current Liabilities	$7,711,958
Total Other Long-Term Liabilities	$18,492,340
Net Assets	$493,780,111
Total Liabilities and Net Assets	**$519,984,409**

The Weld Trust Board of Directors

Tom Grant
Board Chair

Jeff Carlson
Chief Executive Officer

Tim Brynteson

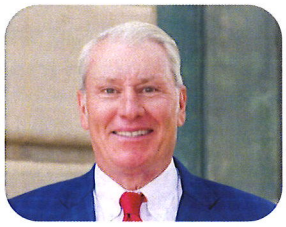


John Dollarhide

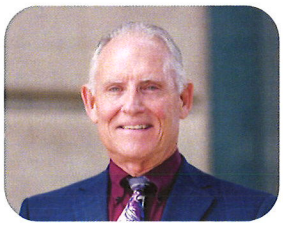
Travis Gillmore

Brandon Houtchens
Board Vice-Chair

Mark Lawley
Secretary



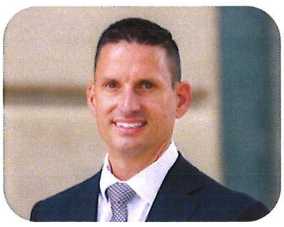
Bob Murphy
Treasurer



Michael Simone

Rose Stoller

Vicki Wilson



Jason Yeater

Grants Advisory Councils

Health Grants Advisory Council

L to R: **Kara Sample** - *Greeley-Evans School District 6*, **Sandi Elder** - *Banner Health*, **Dr. Meshelle Kolanz** - *UC Health Pediatrics*, **Eric Aakko** - *Weld County Department of Public Health and Environment*, **Jamie Ulrich** - *Weld County Department of Human Services*, **Bryan Guest** - *First Interstate Bank*

Not pictured: **Dr. Lesley Brooks** - *SummitStone Health Partners and North Colorado Health Alliance*, **Angel Flores** - *Mosaic Church*, **Ben Snow** - *City of Greeley, Department of Economic Health and Housing*

Education Grants Advisory Council

L to R: **Terry Anderson** - *Aims Community College*, **John Haefeli** - *Retired Educator*, **Tami Kramer** - *Weld RE-5J*, **Kathy Horning** - *Retired Educator*, **Tami Grant** - *Weld County Department of Human Services*, **Anthony Asmus** - *Greeley-Evans School District 6*

Not Pictured: **Laura Tjaarda** - *Greeley-Evans School District 6*, **Scott Bright** - *ABC Child Development Centers*, **Andrea Lopez Tzun** - *Greeley-Evans School District 6*, **Cedric Howard, PhD** - *University of Northern Colorado*

The Weld Trust Staff

Jeff Carlson, Chief Executive Officer

Toni Burger, Program Administrator

Amy Gomez, Grants Manager

Nicole Hogrefe, Senior Accountant

Jennifer Jenkins, Exec. Administrative Assistant

Randie Lieser, Business Analyst

Rhonda Morehead, Director of Communications

Roy Otto, Director of Community Impact

Rigo Rangel, Education Program Officer

Lisa Taylor, Senior Program Officer

Mike Bond, Chief Operating Officer

Doug Elliott, Director of Education Grants

Andrea Hernandez, Health Program Officer

Kyle Holman, Director of Health Grants

Michelle Jensen, Senior Program Administrator

Allison Miller, Development Program Director

Kristen Mullen, College & Career Center Advisor

Cori Pearson, Program Associate

Ramon Serrano, Chief Financial Officer

Diana Wood, Development Program Director

The Weld Trust
Total Giving in 2022

$12,801,695

Grants: $12,287,495

$6,777,570 for Seven Key Funding Initiatives

The Weld Trust has seven Key Funding Initiatives (KFI) as their areas of focus for the health and education grants.

In 2022, there were 89 KFI grants awarded across Weld County totaling $6,777,750.

$5,000,000 for uninsured and underinsured healthcare

The Weld Trust granted $5,000,000 to Banner Health's North Colorado Medical Center for the care of uninsured and underinsured consumers.

$509,925 for Sponsorships, Rapid Response, and Discretionary Grants

In addition to the Key Funding Initiatives grants, The Weld Trust also awards grants for event sponsorships and rapid response needs, as well as periodic discretionary grants.

In-Kind Donation: $514,200

$514,200 in-kind donation

The Weld Trust owns a portion of the land and building that Sunrise Community Health occupies in Evans. Each year, The Weld Trust donates the use of this 60,000 square foot facility to Sunrise Community Health to provide affordable access to high-quality healthcare for Weld County residents.

Flagship Grant

The Weld Trust recognizes that there are community projects which require higher levels of funding, but will have wide-reaching impact on Weld County communities. To accommodate this need, the Flagship Grant program was implemented. These grants are typically larger, often but not always capital in nature, and target long-term and significant community impact.

The first ever Flagship Grant was awarded to the Boys & Girls Club of Weld County. This grant will support the renovation of the former Warnoco Roller Skating Rink in Greeley into a new Teen Center. The total cost of the project is estimated to be $6.5 million. The Weld Trust provided a $1.5 million award comprised of an $800,000 grant plus a $700,000 forgivable loan over four years.

The Boys & Girls Club had already raised over 30% of the total capital outlay in donations prior to applying for the Flagship Grant.

The new Teen Center is scheduled to be completed in late spring 2024 and expects to serve approximately 100 teens per day. The organization will provide after-school programming during the school year and will be open all day in the summertime.

At the Teen Center, they will provide advancement programs to better prepare youth directly for the workforce after high school or continuing their education. It will also provide life skills programs as well as space for recreation.

The Boys & Girls Club has approximately $2.95 million left to raise for the Teen Center. To donate to this project, or learn more, use the QR code.

BOYS & GIRLS CLUBS OF WELD COUNTY

> We are thrilled that the first Flagship Grant from The Weld Trust is going to impact so many youth in our community. The Boys & Girls Club's new Teen Center will create a positive, safe space for hundreds of vulnerable teens by connecting them with healthy social relationships, career exploration, and educational opportunities.
>
> ***- Tom Grant, Board Chair for The Weld Trust***

Rendering: New Boys & Girls Club Teen Center Interior

Rendering: New Boys & Girls Club Teen Center Exterior

EDUCATION

Access to Resources Grants: $1,400,000

Why Access to Resources?

- In 2020, a Colorado Department of Education study found that 7,136 students in the Colorado North Central Region, including Weld County, lack a Wi-Fi enabled device and 4,547 students lack access to internet at home.[1]
- In 2022, Colorado students received the lowest scores in over a decade on the National Assessment of Educational Progress "the nation's report card" with Hispanic students experiencing the most significant decline.[2]

Helping young people improve their access to high-quality programs and activities provides opportunities for them to reach their full potential.

In 2022, The Weld Trust provided nine grants in the Access to Resources initiative to nine organizations.

- assistance league Greeley
- Boys & Girls Clubs of Weld County
- Habitat for Humanity of the St. Vrain Valley
- Hope House Northern Co
- "I Have a Dream" Foundation Boulder County
- St. Vrain Valley Schools — academic excellence by design
- Success Foundation — Serving District 6 Since 2010
- Weld Food Bank
- Weld County School District RE-9

Weld County School District RE-9

The Weld Trust grant is supporting the installation of fiberoptic cable to allow students and staff access to the bandwidth for their regular instructional needs, statewide testing of all students at the same time, and other school operational needs.

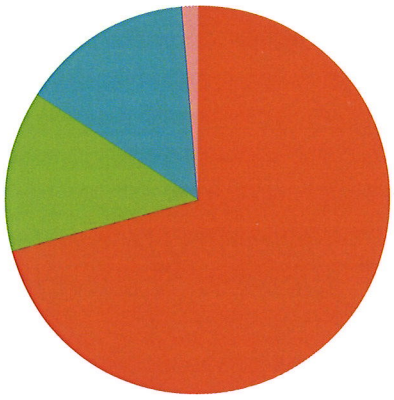
1 Colorado Department of Education. (December 2020) Colorado School District Needs Inventory. https://www.cde.state.co.us/safeschools/needsinventory-fall2020-report

2 Chalkbeat Colorado. (October 2022) NAEP Test Results Show Big Declines in Math, Wide Gaps Among Colorado Students. https://co.chalkbeat.org/2022/10/23/23417245/naep-testing-2022-colorado-nations-report-card-math-scores-drop#:~:text=NAEP%20test%20results%20show%20big,wide%20gaps%20among%20Colorado%20students&text=Mandated%20by%20Congress%2C%20the%20National,a%20random%20sampling%20of%20students

Access to Resources: $1,400,000

The Weld Trust grants were awarded to programs offering Science, Technology, Engineering, and Math (STEM) activities to promote 21st Century skills. They also provided grants to support academic, social and development skills, tutoring, mentoring, leadership, transportation, sports, and basic needs.

Fees, Technology and Basic Supports	$202,750
K-12 In-School Services	$185,250
K-12 Out-of-School Services	$993,500
Tutoring/Mentoring	$18,500



"The grant from The Weld Trust contributed significantly to the Assistance League of Greeley's Warm Up Weld County Program. The program purchased a total of 3,089 bedding items for 14 schools/school districts across Weld County and 15 nonprofit partners. This program ensures that students and their families have new, clean bedding and blankets for their home or living situation."

Anne Kremer, Assistance League of Greeley

"Taylee became a client of Hope House Northern Colorado when she became a teen mom at age 19. She has participated in weekly counseling and parenting classes. Last fall, Taylee enrolled at University of Northern Colorado to study psychology with the goal of becoming a high school counselor. Taylee is determined to give her son the best life she can and her son motivates her to be the best version of herself possible. "

Hope House Northern Colorado client, Taylee and her son, Porter

Childhood Literacy Grants: $1,254,206

Why Childhood Literacy?

- In the 2021- 2022 school year, five school districts in Weld County had overall significant reading deficiencies (SRD) equal to or higher than the state average (21.3%).[1]
- Seven of the ten school districts in Weld County that reported information have higher SRD rates than the state in at least one grade level K-3.[1]

Learning to read is a critical component of future academic and life success. The longer children struggle with reading, the further they fall behind their peers.

Last year, The Weld Trust awarded 17 grants to 12 organizations in the Childhood Literacy initiative.

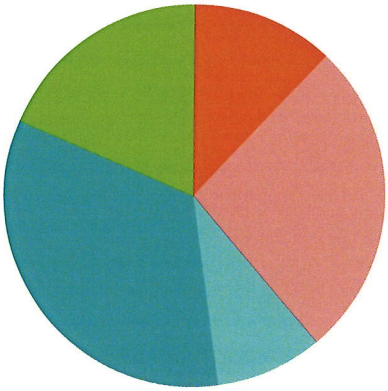
Book Trust — Discover the Joy and Power of Reading
Colorado Humanities
Early Childhood University
Envision — Creative Support for People with Developmental Disabilities
For Our Children — A Public/Private Partnership
Dolly Parton's Imagination Library Colorado
North Range Behavioral Health
Reach Out & Read Colorado
Salida del Sol Academy
St. Vrain Valley Schools — academic excellence by design
Success Foundation — Serving District 6 Since 2010
United Way of Weld County

1 Colorado Department of Education. (March 2021) READ Act Data Dashboard. https://www.cde.state.co.us/code/readactdashboard

Childhood Literacy Grants: $1,254,206

The Weld Trust grants supported programs to increase kindergarten readiness, purchase curriculum, provide skills training for educators, as well as tutoring for children. The grants were also awarded for programs designed to support families with quality information about the importance of literacy.

Skills Development/Training Programs/Professional Development	$230,210
Parent Programs and Education on Literacy	$421,141
Out of School Time (OST) Programs	$112,500
Early Childhood Education (ECE) Prgrams	$339,355
Curriculum Development	$151,000



Success Foundation Serving Greeley-Evans Schools

The Weld Trust grant is supporting two Colorado Reading to Ensure Academic Development (READ) Act Specialists for two years. READ Act Specialists provide critical intervention services to ensure children are reading at grade level by the time they enter the fourth grade.

"Reach Out and Read books have helped our families bond and develop our patients communication and brain development. Our books have become the ultimate favorite part of the whole well care visit. Patient and parents are very thankful and excited when receiving a book. It makes their visit more enjoyable."

Peakview Pediatrics, Weld County; Client of Reach Out and Read Colorado

Workforce Development Grants: $992,359

Why Workforce Development?

- The average annual wage per employee in Weld County in 2022 was $60,586 versus $68,132 in the nation.[1]
- In 2020, nine industries in Weld County were identified as "expected to grow" by at least 10% or more over the next five years and will need a workforce with necessary skillsets to fill those jobs.[2]

A workforce which allows individuals to thrive both economically and personally is vitally important for a stable, prospering community.

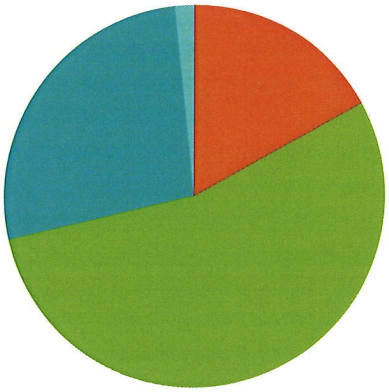
In 2022, The Weld Trust awarded 17 Workforce Development grants to 16 organizations.

1 Colorado Department of Labor, Colorado Workforce Development Council. (2023) Chmura Economics & Analytics.
2 Employment Services of Weld County. (June 2020) Economic Impact of Workforce Centers, Economy and Workforce Profile for the Upstate Region. https://www.weld.gov/files/sharedassets/public/departments/human-services/documents/employment-services/business-services/economic-impact-of-workforce-centers-economy-and-workforce-profie-py19.pdf

Workforce Development Grants: $992,359

The Weld Trust grants were awarded to programs for student work-based learning opportunities. They also provided grants to support apprenticeships, vocational, and technical opportunities for students of all ages. Finally, they supported systems development in the workforce sector.

Student Work-Based Learning Opportunities	$267,470
Skills Development/Training Programs	$542,367
Industry and School District Partnerships	$168,411
Systems Development	$14,111



"One of our Construction Pathway students has struggled to stay out of the gang life that many of his relatives have pursued. He will tell you that construction can be a way out for him. He has witnessed atrocities that are beyond comprehension, but he says, 'Being on the site, I can forget about the battles, and focus on helping others." When asked why he joined the Construction Program, this student said, "I joined the program because of the hands-on experience. The instruction is one-on-one from my teacher and the relationships with my fellow students is impactful. I know that the lessons learned here will help me to start my own landscaping business."

Greeley-Weld Habitat for Humanity, Jefferson High School student

Sunrise Community Health

The Weld Trust grant will allow them to renovate an existing space into a room dedicated solely to training, professional development, and future workforce programs. This training space is expected to serve 20-25 Medical and Dental Assistants annually and will serve as a professional development site for other Sunrise staff members.

Behavioral Health Grants: $1,263,367

Why Behavioral Health?

- In 2020, 1 in 5 U.S. adults experienced a mental illness and 17% of youth (ages 6-17) experienced a mental health disorder.[1,2]
- Only one-half of Weld County residents in 2019 who reported a need for mental health services sought out treatment.[3]
- In 2019, the suicide rate for male residents in Weld County was four times higher compared to female residents.[3]

Promoting well-being, preventing substance abuse, and increasing access to care allow Weld County residents the opportunity to live to their fullest health potential.

In 2022, The Weld Trust awarded 19 grants in the Behavioral Health initiative to 16 organizations.

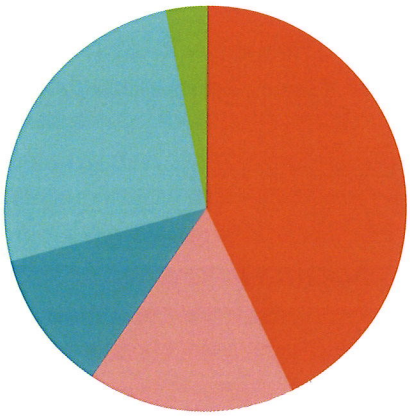
A WOMAN'S PLACE – A WELCOME PLACE
Aims COMMUNITY COLLEGE
CAHEC Centennial Area Health Education Center
COMMUNITY GRIEF CENTER – Serving Grieving Children, Teens, and Adults
DAYSPRING CHRISTIAN ACADEMY
dementia together
Griffith Centers – Hope and Healing Starts Here
EST 2014 HAPPINESS THROUGH HORSES HTH
"I HAVE A DREAM" FOUNDATION® Boulder County
LIFE STORIES – child & family advocacy
NORTH RANGE BEHAVIORAL HEALTH
COL USA REVITAL – A LIFELINE FOR OUR FRONTLINE
SOCCER WITHOUT BORDERS
SUCCESS FOUNDATION – Serving District 6 Since 2010
UNC UNIVERSITY OF NORTHERN COLORADO Foundation
youth empowerment group

1 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. (October 2021) Key Substance Use and Mental Health Indicators in the United States: Results from the 2020 National Survey on Drug Use and Health. https://www.samhsa.gov/data/sites/default/files/reports/rpt35325/NSDUHFFRPDFWHTMLFiles2020/2020NSDUHFFR1PDFW102121.pdf.
2 Whitney, D. and Peterson, M. (2019, February 11). US National and State-Level Prevalence of Mental Health Disorders and Disparities of Mental Health Care Use in Children. JAMA Network. https://jamanetwork.com/journals/jamapediatrics/fullarticle/2724377?guestAccessKey=f689aa19-31f1-481d-878a-6bf83844536a
3 Weld County Department of Public Health and Environment. (October 2021) A Look at Health and Its Determinants Across Weld County. https://www.weld.gov/files/sharedassets/public/departments/health-and-environment/documents/hecp/data-and-reports/2022-health-determinants-report/health-determinants-and-assessment-report-final-10152021.pdf

Behavioral Health Grants: $1,263,367

The Weld Trust grants supported access to both direct intervention as well as prevention services. They also provided grants toward projects aimed at raising awareness of mental health and removing negative stigmas surrounding treatment. The Weld Trust awarded grants for programs to improve social emotional connectedness for both youth and adults. Finally, they supported programs to upskill professionals in this field to increase their service offerings.

Social Emotional Learning and Support	$326,170
Prevention Services	$142,833
Mental Health Media Campaigns and Other Outreach	$209,402
Direct Intervention	$542,990
Staff Development	$41,972

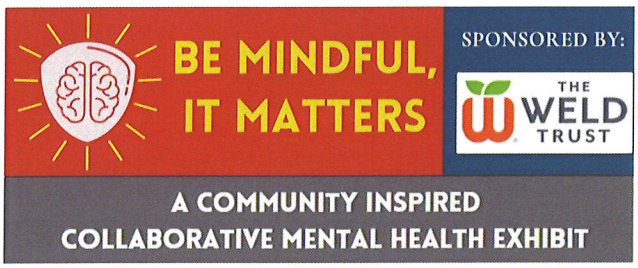


Aims Community College

The Weld Trust grant provided 250 sessions of tele-therapy for Aims students to manage issues including anxiety, depression, stress management, grief and loss, relationship difficulties, life transitions, and coping strategies.

North Range Behavioral Health (NRBH)

The grant awarded by The Weld Trust supported NRBH with expanding their behavioral health services for the community to ensure the best possible clinical experiences of their clientele.



Centennial Area Health Education Center

The Weld Trust grant will help CAHEC create an interactive display to help build empathy and understanding as well as remove the stigma around mental health.

Housing Stability Grants: $1,061,330

Why Housing Stability?

- In 2019, almost 80% of Weld County residents at or below 100% of the federal poverty level reported being stressed about paying their rent or mortgage.[1]
- Throughout Weld County in 2019, one in six households temporarily housed family or friends who were unable to maintain their current housing.[1]

Supporting stable, adequate housing and increasing affordable housing yields a multitude of opportunities for children, youth, and adults.

Last year, The Weld Trust awarded 13 grants in the Housing Stability initiative to 12 organizations.

A Little Help

Almost Home Inc.

Catholic Charities Archdiocese of Denver – Guadalupe Community Center

Connections – Challenge Barriers. Build Independence.

Genesis Project – Home for Single Moms – of Northern Colorado

Greeley Family House – Est. 1985

High Plains Housing Development Corp.

Jobs of Hope

Lutheran Family Services – Rocky Mountains

The Avery Center

United Way of Weld County

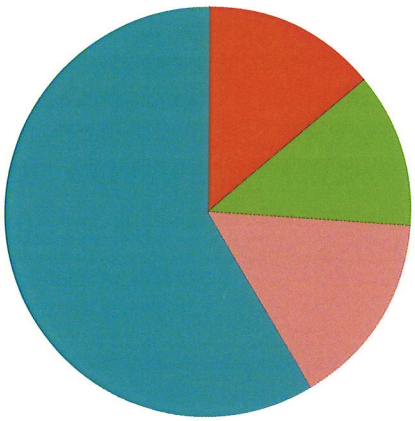
Volunteers of America – Colorado

1 Weld County Department of Public Health and Environment. (October 2021) A Look at Health and Its Determinants Across Weld County. https://www.weld.gov/files/sharedassets/public/departments/health-and-environment/documents/hecp/data-and-reports/2022-health-determinants-report/health-determinants-and-assessment-report-final-10152021.pdf

Housing Stability Grants: $1,061,330

The Weld Trust grants supported programs addressing emergency housing needs for individuals experiencing homelessness with temporary shelter as well as assistance to help them return to and maintain stable housing. Grants were also awarded for diversion programs designed to assist individuals and families to remain in their homes. Finally, The Weld Trust grants supported programs aimed to increase the number of affordable housing units in Weld County.

Emergency Financial Assistance and Case Management	$620,626
Homeless Prevention	$162,175
Affordable Housing	$129,154
Emergency Shelter	$149,375



> The Hospital to Housing program makes significant strides for individuals who have experienced medical emergencies in addition to housing vulnerability. We had the privilege of helping a 64-year-old male with his medical and mental health complexities. He was referred from North Colorado Medical Center after having an unwitnessed fall, resulting in a brain bleed. He has now been successfully housed and enjoying his new lease on life.
>
> ***Enita Kearns-Hout, Catholic Charities***

United Way of Weld County

The Weld Trust grant supports the Housing Navigation Center in a new location. Its November to April seasonal cold weather shelter provides up to 60 guests each night with a warm meal and a place to sleep. Throughout the year Navigators assist guests with holistic, person-centered support for helping those experiencing homelessness to regain and maintain housing.

Food Security Grants: $419,053

Why Food Security?

- Individuals who do not have consistent access to enough food are considered food insecure. In 2019, approximately 15% of Weld County residents reported being usually or always worried about having sufficient money to purchase nutritious foods.[1]
- In 2019, Weld County residents living at or below 100% of the federal poverty level report four times more often than residents living above the poverty level as not having enough money to buy nutritious meals.[1]

Ending food insecurity for all residents is essential for a healthier Weld County.

Last year, The Weld Trust awarded seven grants in the Food Security initiative to six organizations.

Aims Community College

Brigit's Bounty — brigitsbounty.org

Meals on Wheels Greeley and Weld County

Project Angel Heart — a meal with heart gives hope

Success Foundation — Serving District 6 Since 2010

Weld Food Bank

"Before I started with Project Angel Heart, I was losing weight every week on chemo. Also, my protein levels kept dropping. Since I've been eating Project Angel Heart meals, I have gained back all the weight I lost, and my protein levels have returned to normal. Thank you!"

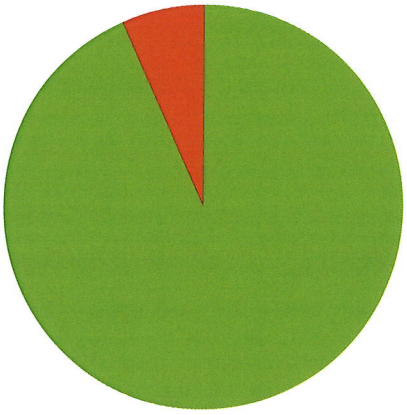
Recipient of Project Angel Heart

1 Weld County Department of Public Health and Environment. (October 2021) A Look at Health and Its Determinants Across Weld County. https://www weld.gov/files/sharedassets/public/departments/health-and-environment/documents/hecp/data-and-reports/2022-health-determinants-report/ health-determinants-and-assessment-report-final-10152021.pdf

Food Security Grants: $419,053

The Weld Trust grants supported programs to increase the distribution and access to nutritious foods, provide prepared meals to residents in need (particularly vulnerable populations), and ensure that all who qualify for federal food programs are enrolled.

Nutritious Food Programs	$26,667
Food Access and Distribution	$392,386



"Our food pantry was open this morning and the line was out the door. I noticed a father and his young son who I had never seen before. I learned that the gentleman was a single father of 3 boys. He said he works full-time and had recently started a second part-time job. He's now caring for his elderly parents who are on a fixed income and are struggling with the increased costs of food and medications. As a result, he just doesn't have enough income to support both households. When he received the food he was so grateful and thanked me profusely. He said without this help he would have to make some tough choices between his children and his parents. Thank you for all the food you've given us so we can help folks like him!"

Stephanie Gausch, Weld Food Bank

Meals on Wheels

The Weld Trust grant supported 1,200 meals served to vulnerable populations due to age, disability and/or illness.

Healthy Habits Grants: $387,255

Why Healthy Habits?

- Nearly 70% of Weld County residents in 2019 reported being overweight or obese.[1]
- In 2019, only 27% of Weld County residents met the daily recommendation for fruit and vegetable consumption, while 73% did not.

Healthy habits are foundational toward protecting individuals from potential serious health problems in the future.

In 2022, The Weld Trust awarded seven grants in the Healthy Habits initiative to six organizations.

American Cancer Society®

AZTECA BOXING CLUB

Home for Single Moms
Genesis Project
of Northern Colorado

United Way
United Way of Weld County

UNC
UNIVERSITY OF NORTHERN COLORADO
Cancer Rehabilitation Institute

YMCA OF NORTHERN COLORADO
Serving the Northern Front Range for 145 Years

Genesis Project

The Weld Trust grant supported 25 single moms with:

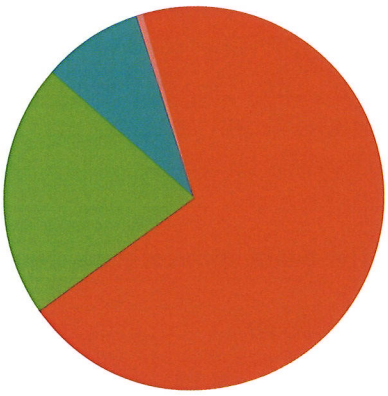
- → Healthy Relationship Education
- → Holistic Health
- → Economic Sustainability
- → Life skills
- → Use of Community Resources

1 Weld County Department of Public Health and Environment. (October 2021) A Look at Health and Its Determinants Across Weld County. https://www.weld.gov/files/sharedassets/public/departments/health-and-environment/documents/hecp/data-and-reports/2022-health-determinants-report/health-determinants-and-assessment-report-final-10152021.pdf

Healthy Habits Grants: $387,255

The Weld Trust grants promoted health and wellness for Weld County residents through programs to increase daily physical activity for children and adults, education on nutrition and food preparation, and promoting healthy behaviors such as social connectedness and substance abuse prevention.

Active Living	$256,106
Nutritious Eating	$1,607
Outreach	$32,160
Healthy Behaviors	$78,282



"University of Northern Colorado Cancer Rehabilitation Institute (UNCCRI) delivers clinical care rehabilitation services to cancer survivors in the region in a way that local health care providers tell us is critical to their successful treatment. One need only to look at the extensive list of oncologists and primary care physicians who regularly refer patients to see the broad support and confidence the institute receives from the medical community. Thank you for The Weld Trust grant to support the vital services of UNCCRI!"

Allie Steg Haskett, University of Northern Colorado

Azteca Boxing Club

The Weld Trust grant provides 50-60 at-risk youth with safe after-school activity, positive role models, and mentorship.

Rapid Response Grants: $84,710

The Weld Trust provides grants up to $25,000 for emergent health or safety issues to Weld County nonprofit organizations, schools, and government agencies. The grants in 2022 helped with critical facility needs for several nonprofits to ensure they could continue providing the services they offer to their clientele.

Event Sponsorships: $216,303

In 2022, The Weld Trust sponsored 40 events to 31 Weld County nonprofits and schools. The organizations must provide services in health or education as part of The Weld Trust's mission. These fundraising events help the organizations raise essential monies to assist with their operational costs.

The event sponsorships were awarded to:

60+ Ride

A Woman's Place

Adeo

Adventure West Council of the Boy Scouts of America

Almost Home, Inc.

Alzheimer's Disease and Related Disorders

American Cancer Society

Catholic Charities of Weld County

Colorado Humanities

Community Grief Center

Fort Collins Chamber of Commerce

Frontier House

Greeley Family House

Greeley-Weld Habitat for Humanity

Hispanic Women of Weld County

Hope House Northern Colorado

Jobs of Hope

Larimer County Partners

Life Stories Child & Family Advocacy

Northern Colorado Breastfeeding Coalition

Sexual Assault Victim Advocate Center

Success Foundation Serving Greeley-Evans Schools

The Boys & Girls Clubs Of Weld County

The Greeley Dream Team

THIRST Living Waters Fund at The Weld Community Foundation

United Way Of Weld County

Weld County School District RE-5J

Weld Food Bank

Weld Legacy Foundation

Weld Re-4 Educational Foundation

Weld Women2Women

All grants are awarded to organizations and schools located in Weld County or for services exclusively in support of Weld County residents.

Values of The Weld Trust

Accountability | Integrity | Sustainability | Effectiveness | Compassion | Humility | Responsibility

At The Weld Trust we aspire to embody our values inside the organization and out in the community. We strive to have **integrity** in every interaction. We have a **responsibility** to work hard and communicate clearly with our grant partners, our Board, and each other. We will aim to embrace **compassion** and **humility** in all that we do. We will measure **effectiveness** with our grant partners to ensure we are being good stewards of The Weld Trust's funds. We are **accountable** to the residents of Weld County to focus on improving their lives in the areas of health and education by funding long-lasting **sustainable** programs.

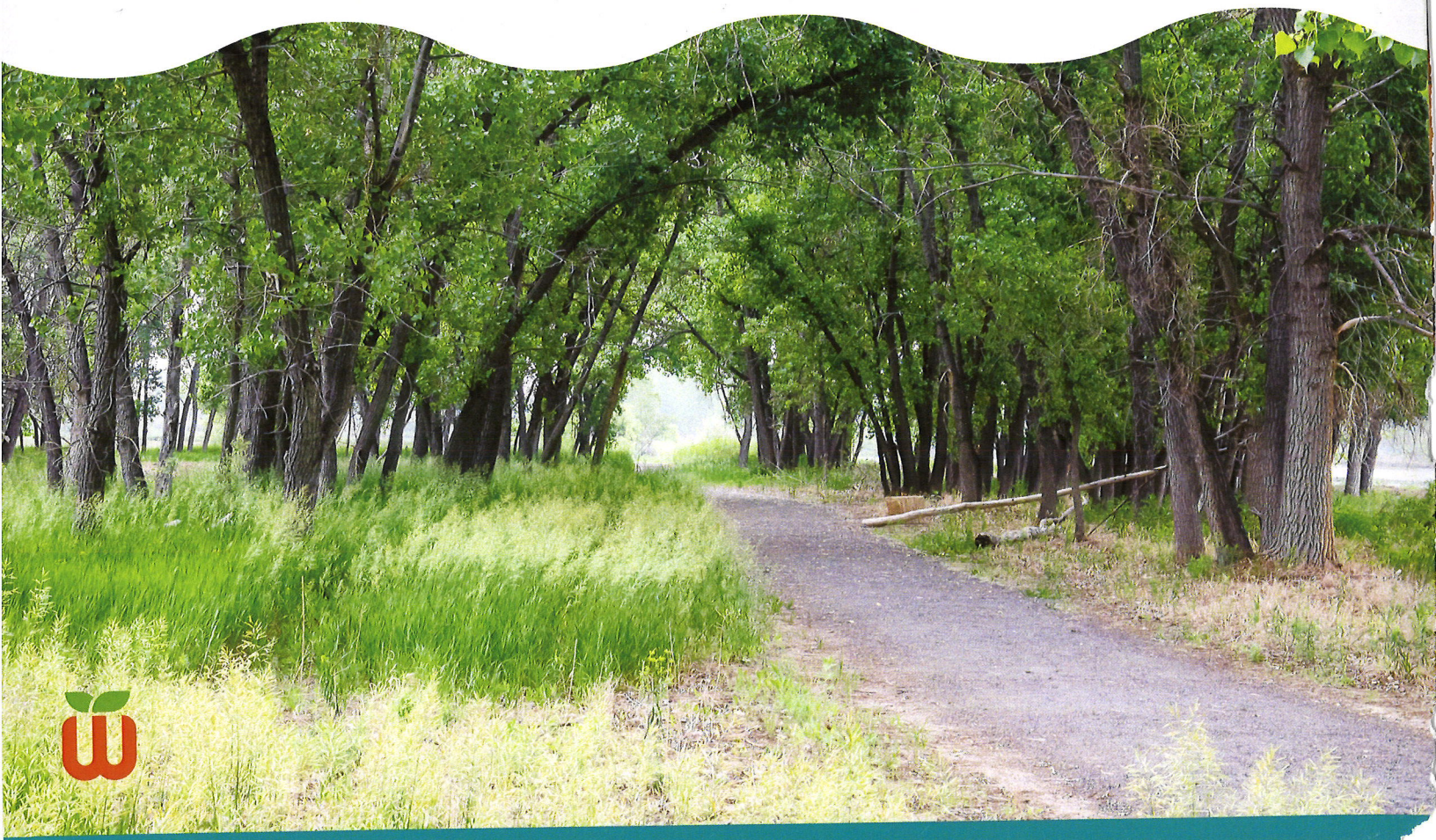
THE WELD TRUST

815 8th Ave
Greeley, CO 80631

Non-US
Item #15.
PAID
Permit #593
Greeley, CO

**********3-DIGIT 805 3 0000121

MATT LECERF
TOWN OF JOHNSTOWN
450 S PARISH AVE
JOHNSTOWN CO 80534-9078



weldtrust.org

March 21, 2023

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order by Chad Young at 7:15 pm after a brief walkabout discussing proposed landscaping. Debi Sauer, Jenna Hall, Sheryl Ballard and Director Kristi Plumb were also in attendance. Corina Strickland was absent.

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

February beginning balance	$ 103,290.74	Petty Cash beginning balance	$ 435.01
Inflow	113,326.56		-0-
Outflow	18,792.18		-0-
Ending balance	$ 197,825.12		$ 435.01

CO Trust: $ 6,387,769.08

Director's Report:

Artist-in-Residence: Milliken's own Kent Pringle-self taught artist that works with clay-titled: "What the heck is that?"

Building: Interior Signs quoted $ 2000 for three signs: Library of Things, Makerspace and Conference Room. Kristi will order. Landscaping by Environmental Landworks will begin on March 24th-starting with the northwest corner of the property. Trimming the neighbor's tree will be added to promote goodwill.

Milliken: Ventilation hood will be installed by month end-once permit is issued, North Shore Electric and Quality Residential HVAC will commence work. Janitorial services in the building have not been adequate-Kristi will revisit IGA with Town.

Staff: With the recent additions of part-timers Cherise Bennett and Savannah Row, Makerspace hours will expand!

Work Session: Our Programs Policy, Reconsideration of a Program, Collection Development Policy and Reconsideration of Library Material documents will be reviewed and updated at the April 4th, 6 pm work session. Kristi will email documents for preview.

Recent 'Nextdoor' post regarding specific books available in our Library was discussed and further explored with data provided by Kristi.

Meeting adjourned at 9 pm. Next meeting will be April 18, 2023.

February statistics:	Johnstown—door count: 6911	circulation—7962
	Milliken—door count: 301	circulation—271

Respectfully submitted, Sheryl Ballard, secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - MAR 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		*$ 197,825.12*	$ -	**$ 20,000.00**	To Date	
INFLOWS	Donations/Grants	$ -	$ 225.00	**$ 3,500.00**		
	Interest	$ 242.71	$ 74,858.15	**$ 75,000.00**		
	Misc Income	$ 2,291.74	$ 8,271.86	**$ 7,500.00**		
	Investments	*$ -*	*$ -*	**$ -**		
	Town of Johnstown	$ 103,786.43	$ 305,467.05	**$ 1,243,246.00**		
	High Plains Library District	$ 77,258.26	$ 80,543.48	**$ 811,068.00**		
INFLOWS TOTAL		*$ 183,579.14*	*$ 469,365.54*	**$ -**		
TOTAL AVAILABLE FUNDS		**$ 381,404.26**		***$ 2,160,314.00***		
OUTFLOWS	Advertising	$ 1,533.00	$ 4,976.00	**$ 22,000.00**		
	Books - 196	$ 3,115.65	$ 9,756.18	**$ 50,000.00**	712	
	DVD/Audio - 18	$ 425.82	$ 1,460.89	**$ 15,000.00**	61	
	Library of Things	$ 127.28	$ 348.95	**$ 5,000.00**		
	Collection Fees/Bad Debts	$ -	$ -	**$ 2,000.00**		
	Computer Expenses	$ -	$ -	**$ 5,000.00**		
	Equipment & Furniture	$ 85.41	$ 85.41	**$ 40,000.00**		
	Maker Space	$ -	$ 1,894.70	**$ 20,000.00**		
	Gifts Given	$ 174.22	$ 502.42	**$ 2,500.00**		
	Insurance, Bldg. Contents	$ -	$ -	**$ 5,000.00**		
	Investments	$ 300,000.00	$ 300,000.00	**$ 339,314.00**		
	Legal Fees/Consulting Fees	$ -	$ -	**$ 10,000.00**		
	Maintenance	$ 2,930.74	$ 8,180.74	**$ 60,000.00**		
	Memberships/Licenses	$ -	$ 83.88	**$ 2,500.00**		
	Milliken Location	$ -	$ -	**$ 20,000.00**		
	Outreach	$ 510.51	$ 640.23	**$ 10,000.00**		
	Professional Enrichment	$ 21.36	$ 21.36	**$ 5,000.00**		
	Programming	$ 2,965.17	$ 9,089.78	**$ 200,000.00**		MS $1647.86
	Salaries/Compensation/Perks	$ -	$ 1,347.58	**$ 600,000.00**		
	Health Ins./Retirement	$ -	$ -	**$ 72,000.00**		
	Workers' Comp	$ -	$ -	**$ 5,000.00**		
	Subscriptions, Periodicals	$ -	$ 99.99	**$ 5,000.00**		
	Supplies, Janitorial	$ -	$ 341.04	**$ 3,000.00**		
	Supplies/Expenses, Library	$ 417.61	$ 1,347.38	**$ 12,000.00**		
	Telephone	$ 577.07	$ 1,645.38	**$ 10,000.00**		
	Utilities	$ 4,323.53	$ 14,260.07	**$ 40,000.00**		
	Capital Improvement	$ -	$ -	**$ 600,000.00**		
OUTFLOWS TOTAL		$ 317,207.37	$ 356,081.98	***$ 2,160,314.00***		
ENDING CHECKING BALANCE		*$ 64,196.89*				

						Notes
BEGINNING PETTY CASH BALANCE		$ 435.01				
	Programming	$ -				
ENDING PETTY CASH BALANCE		$ 435.01				
	COLORADO TRUST INVESTMENT		Y-T-D			
BEGINNING BALANCE		$ 6,387,769.08				
	Dividend - 4.7379%	$ 26,618.94	$ 74,421.39			
	Contribution	$ 300,000.00				
	Withdrawal	$ -				
ENDING BALANCE		$ 6,714,388.02				