



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Regular Meeting
450 S. Parish, Johnstown, CO
Monday, July 20, 2026 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

Roll Call

Agenda Approval

Special Presentations

Public Comment

Members of the audience are invited to speak at the 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 5 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 includes routine items that are approved together through a single motion and vote. Any member of the Council or staff may request to remove an item from the Consent Agenda and move it to the Regular Agenda for separate discussion.

1. July 6, 2026 Town Council Meeting Minutes
2. June 2026 Financial Statements
3. Resolution 2026-34 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income
4. Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County

Town Manager Report

5. Town Manager's Report

Old Business

New Business

6. Town of Johnstown Public Art Plan

Public Hearing

7. Whitehall Filing No. 2 Preliminary Plat and Rezone

7a. Resolution No. 2026-35: Approving the Preliminary Plat for Whitehall Subdivision Filing No. 2

7b. Ordinance 2026-294: Approving the Rezoning of Real Property known as Whitehall Subdivision Filing No. 2

8. Ordinance 2026-295: An Ordinance Establishing a Temporary Moratorium on Data Center Facilities in the Town of Johnstown

Council Reports and Comments

Mayor's Comments

Informational Items

9. Informational Items

Executive Session

10. An Executive Session to Discuss the Purchase, Acquisition, Lease, Transfer, or Sale of Any Real, Personal, or Other Property Interest Pursuant to C.R.S. § 24-6-402(4)(a)

Adjourn

Americans with Disabilities Act Notice

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance. De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.



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Johnstown, CO 80534
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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, July 6, 2026

MINUTES

CALL TO ORDER

At 7:00 Mayor Duncan called the meeting to order.

PLEDGE OF ALLEGIANCE

Mayor Duncan invited attendees to join in the Pledge of Allegiance.

ROLL CALL

- **Michael P. Duncan**, Mayor
- **Chad Young**, Mayor Pro Tem
- **Dee Anne Menzies**, Councilmember
- **Dianne Morris**, Councilmember
- **Nick Bashford**, Councilmember
- **Jesse Molinar, Jr.**, Councilmember

Absent:

- **Damien Berg**, Councilmember

AGENDA APPROVAL

Motion by Councilmember Bashford and seconded by Councilmember Menzies to approve the agenda with the following amendments:

- *Move Item 9 to New Business*
- *Add YMCA Payment to New Business*

Upon vote, motion passed unanimously.

The Community that Cares

SPECIAL PRESENTATIONS

Business of the Month: Economic Development Director Sarah Crosthwaite presented La Bella Studio as the July Business of the Month.

New Employee Introductions: Utilities Director Greg Venette introduced Gunner Sablich as a new operator with the Utilities team.

Public Works Director Tim Hoos introduced Zac Gomez and Sean Delgado as new members of the Public Works team.

Proclamation Recognizing the Johnstown Downtown Development Association: Mayor Duncan presented the Johnstown Downtown Development Association with a proclamation for the work in the downtown.

PUBLIC COMMENT

- Tonya Anderson, 2107 Kieri Court, addressed the YMCA and various open records requests and documents she received from the requests.
- Garret Hultgren, 4373 Chicory Court, addressed Facebook posts related to Councilmember Morris and provided paperwork to the Town Attorney.

CONSENT AGENDA

Motion by Councilmember Menzies and seconded by Councilmember Molinar to approve the consent agenda which contained the following items:

- *June 15, 2026 Minutes*
- *June 22, 2026 Minutes*
- *Ordinance 2026-282: Repeal Section 10-214 of the Johnstown Municipal Code Concerning Truancy*
- *Resolution 2026-32: Appointing Directors to the Board of Directors of the Johnstown Farms Metropolitan District*
- *Resolution 2026-33: Appointing a Director to the Board of Directors of the Johnstown Village Metropolitan District No. 4*
- *June 2026 List of Bills*
- *Water and Sewer Service Agreement for NorVic Flex Facility*

Upon vote, motion passed unanimously.

TOWN MANAGER REPORT

Town Manager Matt LeCerf provided a written report.

NEW BUSINESS

First Amendment to the Intergovernmental Agreement Concerning Library Services between the High Plains Library District and the Town of Johnstown: Town Manager Matt LeCerf presented and indicated that the changes to the contract should reflect that Section 12 should be listed as Section 15.

Motion by Councilmember Menzies and seconded by Mayor Duncan to approve the Intergovernmental Agreement concerning Library Services between the High Plains Library District and the Town of Johnstown.

Upon vote, motion passed unanimously.

Professional Services Agreement with Alfred Benesch & Company for Design Services for Elwell Elementary Safe Routes to School Project: Senior Project Manager Brandon Torrez presented the proposed agreement.

Motion by Mayor Pro Tem Young and seconded by Councilmember Morris to approve the Professional Services Agreement for the Elwell Elementary Safe Routes to School Project to Alfred Benesch & Company as presented in the amount of \$117,183.72 and authorize the Town Manager to execute the contract.

Upon vote, motion passed unanimously.

Contract with AWC, Inc. for the Purchase of Water Treatment Plant DAF Skimmer Equipment: Utilities Director Greg Venette presented the proposed contract.

Motion by Councilmember Molinar and seconded by Councilmember Menzies to approve the contract with AWC for an amount not to exceed \$737,000 and authorize the Town Manager to sign the contract as presented.

Upon vote, motion passed unanimously.

First Amendment to the Professional Services Agreement between the Town of Johnstown and Waste Connections of Colorado, Inc.: Public Works Director Tim Hoos presented the proposed contract amendment.

Motion by Councilmember Molinar and seconded by Councilmember Bashford to approve the First Amendment to the Professional Services Agreement between the Town of Johnstown and Waste Connections of Colorado, Inc. authorizing the Town Manager to sign the agreement, and consider a

future fee schedule amendment of an \$18.50 per month flat rate to residents for the 5-year term of the First Amendment.

Upon vote, motion passed unanimously.

YMCA Repayment: Councilmember Menzies asked that the repayment owed to the Town be paid by the YMCA as soon as possible. There was much discussion between Councilmembers, and they clarified for staff the importance of the repayment.

PUBLIC HEARING

Consideration of a New Hotel and Restaurant Liquor License for On The Hook Fish and Chips:

At 9:09 Mayor Duncan opened the public hearing.

Town Clerk Meghan Martinez presented the application.

A representative from On The Hook was present and addressed Council.

Jim Hatfield, 345 Hickory, addressed the application.

At 8:13 Mayor Duncan closed the public hearing.

Motion by Councilmember Menzies and seconded by Councilmember Molinar to approve the new Hotel and Restaurant Liquor License for OTH Store 1, LLC dba On The Hook Fish and Chips.

Upon vote, motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris: She addressed accountability among Council.

Councilmember Bashford: He attended the NFRMPO meeting and thanked the Town Manager and Deputy Town Clerk for their support during the event. He addressed the history of the YMCA.

Councilmember Molinar: He recently attended a Cemetery Committee meeting and is looking forward to the continued progress.

Councilmember Menzies: She addressed professional conduct and confidentiality.

Mayor Pro Tem Young: Nothing at this time.

MAYORS COMMENTS

He also addressed confidentiality of legal materials and encouraged everyone to maintain that confidentiality.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:33 p.m.

Approved by Town Council:

Michael P. Duncan, Mayor

Attest:

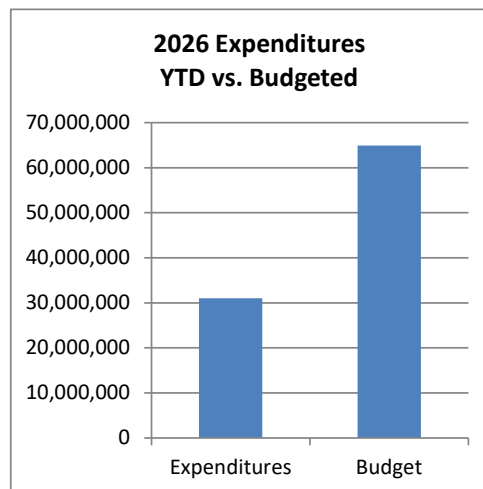
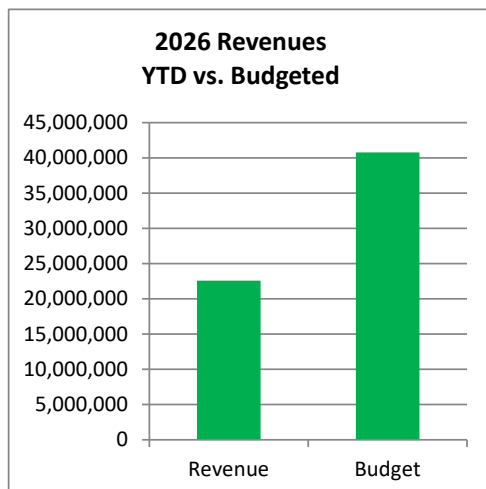
Meghan C. Martinez, MMC, Town Clerk

Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending June 30, 2026
Unaudited

General Fund	2026 Actuals June	2026 Adopted Budget	% Complete
Beginning Fund Balance	\$ 62,828,597	\$ 62,828,597	
<u>Revenues:</u>			
Taxes & Fees	17,817,726	34,237,481	52.0%
Licenses & Permits	2,346,093	1,980,900	118.4%
Fines & Forfeitures	106,880	257,000	41.6%
Intergovernmental	269,782	275,000	98.1%
Earnings on Investment	1,618,800	3,700,000	43.8%
Miscellaneous Revenue	408,690	346,200	118.1%
<i>Transfers In</i>	-	-	
Total Operating Revenues	22,567,972	40,796,581	55.3%
<u>Expenditures:</u>			
Legislative	684,967	13,888,380	4.9%
Town Manager	1,223,966	3,207,775	38.2%
Town Clerk	338,527	806,610	42.0%
Events	113,869	293,950	38.7%
Finance	540,931	1,239,000	43.7%
Planning	801,374	1,974,380	40.6%
Reimbursements	176,339	190,000	92.8%
Engineering	577,091	1,358,425	42.5%
Police	3,285,175	8,694,740	37.8%
Public Works	479,571	1,104,980	43.4%
Buildings	2,934,542	10,212,200	28.7%
<i>Transfers Out</i>	19,868,602	21,978,124	90.4%
Total Expenditures	31,024,953	64,948,564	47.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(8,456,981)	(24,151,983)	
Prior Period Adjustment			
Ending Fund Balance*	\$ 54,371,616	\$ 38,676,614	

* - Unaudited

50% of the fiscal year has elapsed

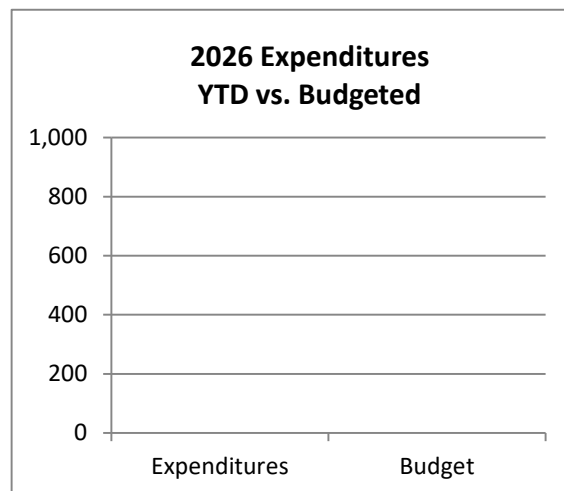
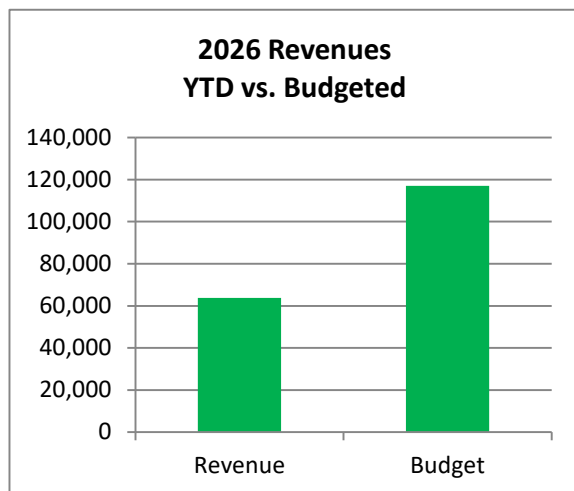


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending June 30, 2026
Unaudited

Conservation Trust Fund	2026 Actuals June	2026 Adopted Budget	%
			Complete
Beginning Fund Balance	\$ 149,655	\$ 149,655	
<u>Revenues:</u>			
Intergovernmental	59,942	115,000	52.1%
Earnings on Investment	3,797	2,000	189.9%
<i>Transfers In</i>	-	-	
Total Operating Revenues	63,740	117,000	54.5%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
<i>Transfers Out</i>	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures			
	63,740	117,000	
Ending Fund Balance*			
	\$ 213,395	\$ 266,655	

* - Unaudited

50% of the fiscal year has elapsed

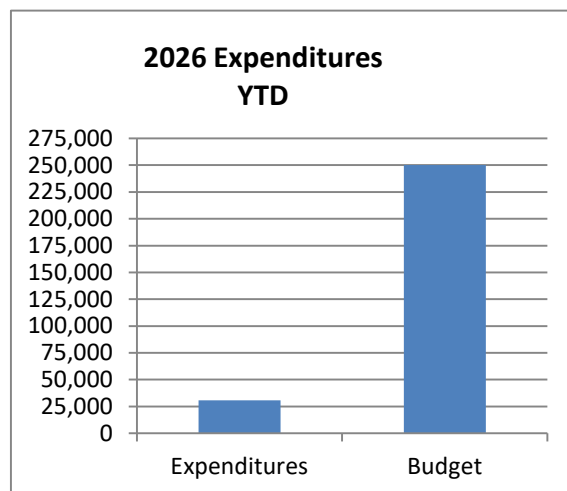
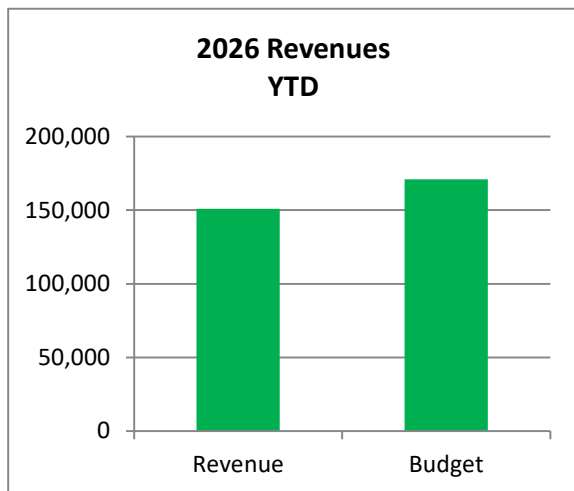


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending June 30, 2026
Unaudited

Arts & Culture Fund	2026 Actuals June	2026 Adopted Budget	%
			Complete
Beginning Fund Balance	\$ 916,749	\$ 916,749	
<u>Revenues:</u>			
Intergovernmental	145,100	167,400	86.7%
Earnings on Investment	5,745	3,500	164.1%
Total Operating Revenues	<u>150,844</u>	<u>170,900</u>	88.3%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	30,743	250,000	12.3%
Total Expenditures	<u>30,743</u>	<u>250,000</u>	12.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>120,101</u>	<u>(79,100)</u>	
Ending Fund Balance*	<u><u>\$ 1,036,850</u></u>	<u><u>\$ 837,649</u></u>	

* - Unaudited

50% of the fiscal year has elapsed

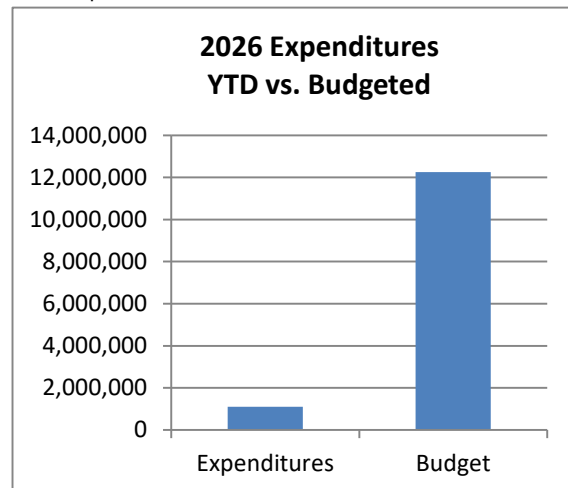
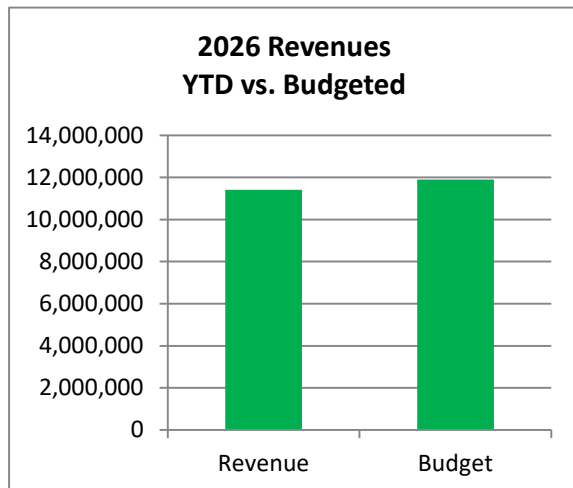


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending June 30, 2026
Unaudited

	2026 Actuals June	2026 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	\$ 11,230,959	\$ 11,230,959	
<u>Revenues:</u>			
Taxes & Fees	667,160	1,088,700	61.3%
License & Permit	955.00	1,200	79.6%
Earnings on Investment	62,211	100,000	62.2%
Miscellaneous Revenue	38,830	65,000	59.7%
<i>Transfers In</i>	<u>10,640,000.00</u>	<u>10,640,000</u>	100.0%
Total Operating Revenues	<u>11,409,156</u>	<u>11,894,900</u>	95.9%
<u>Expenditures:</u>			
Operations	548,034	1,285,590	42.6%
Capital Outlay	557,894	10,965,000	5.1%
<i>Transfers Out</i>	<u>-</u>	<u>-</u>	
Total Expenditures	<u>1,105,928</u>	<u>12,250,590</u>	9.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>10,303,228</u>	<u>(355,690)</u>	
Ending Fund Balance*	<u>\$ 21,534,187</u>	<u>\$ 10,875,269</u>	

* - Unaudited

50% of the fiscal year has elapsed

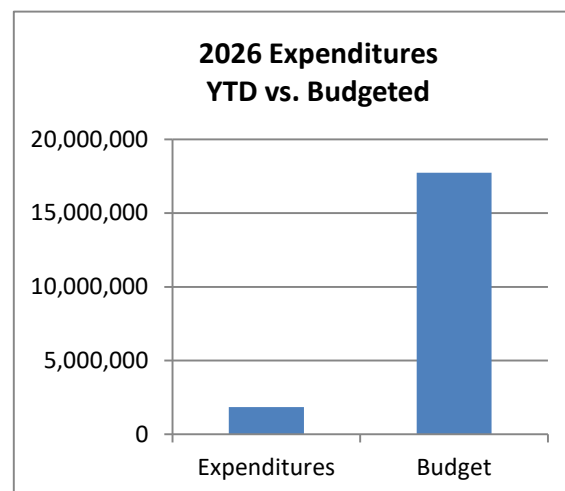
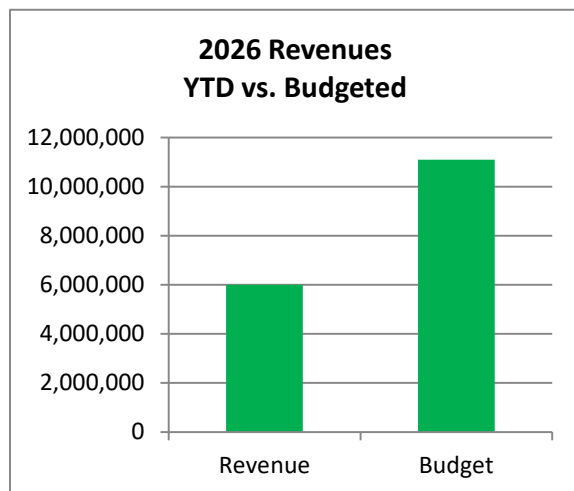


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending June 30, 2026
Unaudited

Street and Alley Fund	2026 Actuals June	2026 Adopted Budget	% Complete
Beginning Fund Balance	\$ 31,583,155	\$ 31,583,155	
<u>Revenues:</u>			
Taxes & Fees	3,125,363	6,759,237	46.2%
Intergovernmental	79,520	623,000	12.8%
Charges for Services	626,345	1,250,000	50.1%
Capital Investment Fees	1,687,816	1,113,200	151.6%
Earnings on Investment	485,546	850,000	57.1%
Miscellaneous Revenues	449	500,000	0.1%
Tranfers In	-	-	
Total Operating Revenues	<u>6,005,039</u>	<u>11,095,437</u>	54.1%
<u>Expenditures:</u>			
Operations & Maintenance	1,580,694	6,700,040	23.6%
Capital	<u>269,995</u>	<u>11,035,000</u>	2.4%
Total Expenditures	<u>1,850,689</u>	<u>17,735,040</u>	10.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>4,154,350</u>	<u>(6,639,603)</u>	
Ending Fund Balance*	<u><u>\$ 35,737,505</u></u>	<u><u>\$ 24,943,552</u></u>	

* - Unaudited

50% of the fiscal year has elapsed

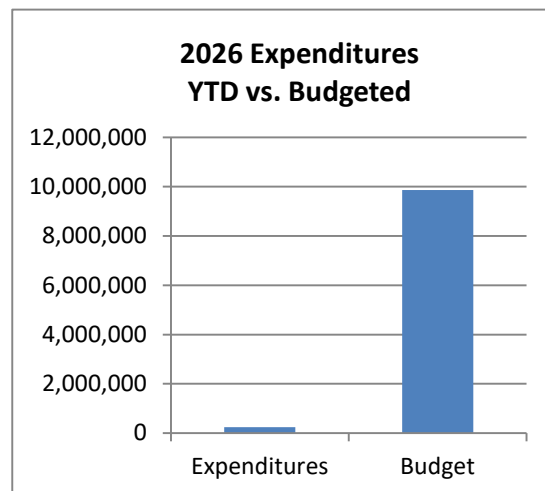
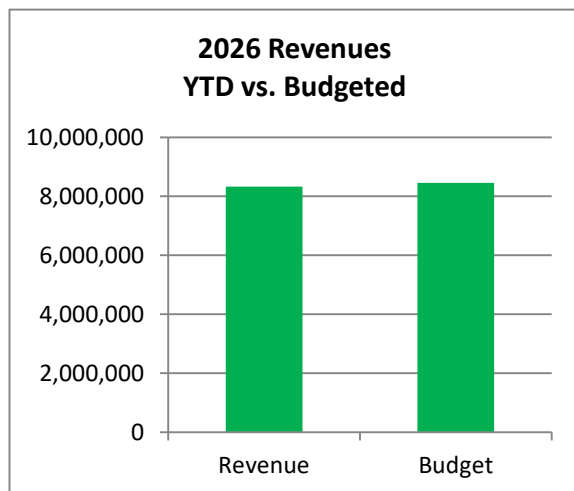


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending June 30, 2026
Unaudited

	2026 Actuals June	2026 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	\$ 14,811,755	\$ 14,811,755	
<u>Revenues:</u>			
Taxes and Fees	697,602	750,000	93.0%
Miscellaneous Revenue	-	-	
Interest	132,097	250,000	52.8%
<i>Transfers In</i>	<u>7,500,000</u>	<u>7,460,000</u>	100.5%
Total Operating Revenues	<u>8,329,700</u>	<u>8,460,000</u>	98.5%
<u>Expenditures:</u>			
Capital Outlay	236,997	9,862,000	2.4%
<i>Transfers Out</i>	<u>-</u>	<u>-</u>	
Total Expenditures	<u>236,997</u>	<u>9,862,000</u>	2.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>8,092,702</u>	<u>(1,402,000)</u>	
Ending Fund Balance*	<u>\$ 22,904,457</u>	<u>\$ 13,409,755</u>	

* - Unaudited

50% of the fiscal year has elapsed

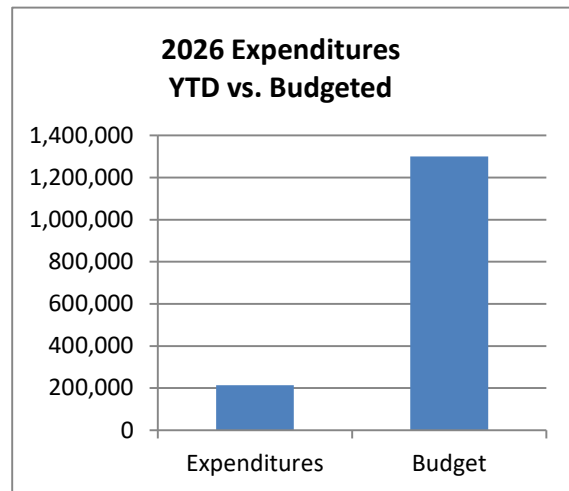
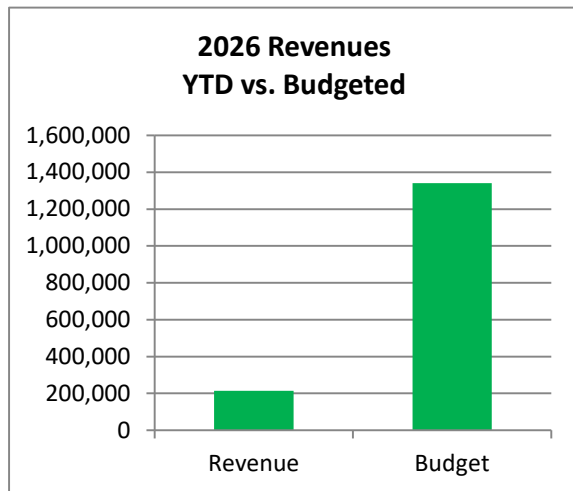


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending June 30, 2026
Unaudited

	2026 Actuals June	2026 Adopted Budget	% Complete
Tax Allocation Fund			
Beginning Fund Balance	\$ 41,435	\$ 41,435	
<u>Revenues:</u>			
Taxes & Fees	213,470	1,340,000	15.9%
Earnings on Investment	-	-	
Total Operating Revenues	213,470	1,340,000	15.9%
<u>Expenditures:</u>			
Miscellaneous	213,470	1,300,000	16.4%
Total Expenditures	213,470	1,300,000	16.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	40,000	
Ending Fund Balance	\$ 41,435	\$ 81,435	

* - Unaudited

50% of the fiscal year has elapsed

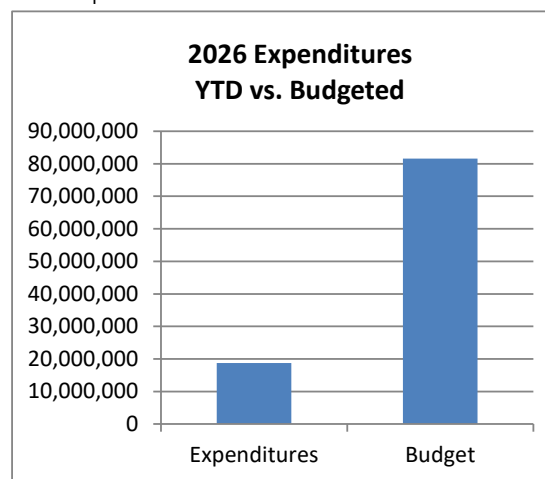
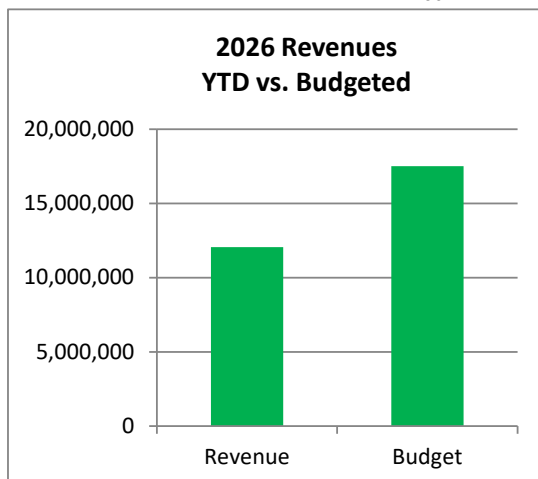


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending June 30, 2026
Unaudited

Water Fund	2026 Actuals June	2026 Adopted Budget	%
			Complete
Beginning Cash Balance	\$ 128,106,691	\$ 128,106,691	
<u>Revenues:</u>			
Charges for Services	5,974,094	10,576,700	56.5%
Total Operating Revenues	5,974,094	10,576,700	56.5%
<u>Expenses:</u>			
Administration	169,461	571,175	29.7%
Operations	2,076,786	6,374,920	32.6%
Capital Outlay	14,260,225	68,580,000	20.8%
Depreciation	610,473	1,400,000	43.6%
Debt Service	1,580,125	4,685,250	33.7%
Total Operating Expenses	18,697,070	81,611,345	22.9%
Operating Income (Loss)	(12,722,977)	(71,034,645)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	2,081,622	2,264,700	91.9%
Capital Investment Fees	2,083,888	1,944,000	107.2%
Misc. Revenues	510,289	1,194,500	42.7%
Interest	1,483,371	1,600,000	92.7%
Transfers In/(Out)	(70,000)	(70,000)	100.0%
Total Non-Operating Revenues (Expenses)	6,089,169	6,933,200	87.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(6,633,808)	(64,101,445)	
Ending Cash Balance*	\$ 121,472,883	\$ 64,005,246	

* - Unaudited

50% of the fiscal year has elapsed

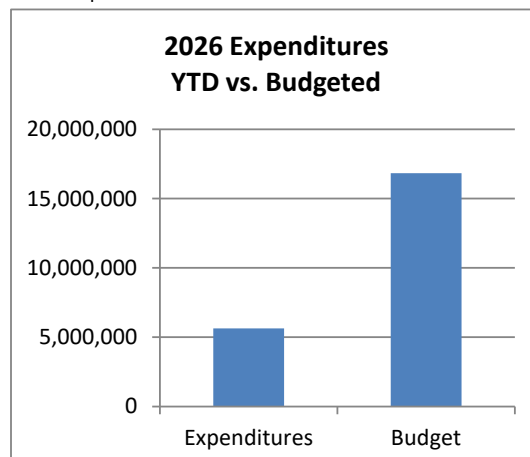
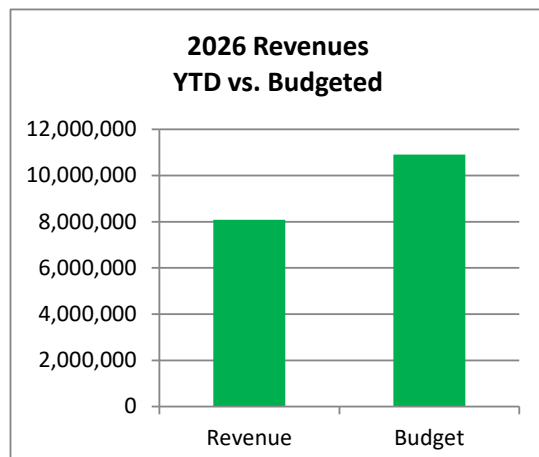


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending June 30, 2026
Unaudited

Sewer Fund	2026 Actuals June	2026 Adopted Budget	% Complete
Beginning Cash Balance	\$ 39,274,487	\$ 39,274,487	
<u>Revenues:</u>			
Charges for Services	3,359,736	6,295,100	53.4%
Total Operating Revenues	3,359,736	6,295,100	53.4%
<u>Expenses:</u>			
Administration	106,374	283,830	37.5%
Operations	1,341,237	3,520,830	38.1%
Capital Outlay	2,348,277	8,770,000	26.8%
Depreciation	936,935	1,500,000	62.5%
Debt Service	912,450	2,764,900	33.0%
	-	-	
Total Operating Expenses	5,645,273	16,839,560	33.5%
Operating Income (Loss)	(2,285,538)	(10,544,460)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	3,780,858	4,219,600	89.6%
Misc. Revenues	4,260	3,000	142.0%
Interest	996,728	450,000	221.5%
Transfers In/(Out)	(60,000)	(60,000)	100.0%
Total Non-Operating Revenues (Expenses)	4,721,847	4,612,600	102.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	2,436,309	(5,931,860)	
Ending Cash Balance*	\$ 41,710,796	\$ 33,342,627	

* - Unaudited

50% of the fiscal year has elapsed

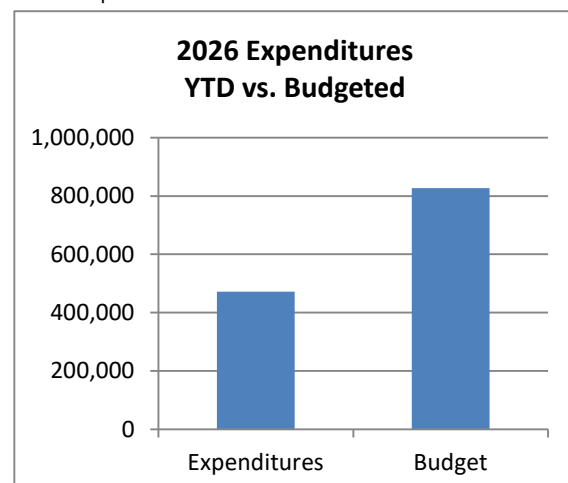
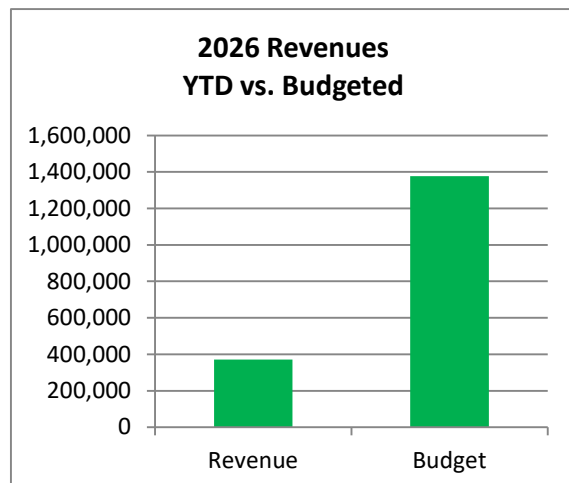


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending June 30, 2026
Unaudited

Drainage Fund	2026 Actuals June	2026 Adopted Budget	% Complete
Beginning Cash Balance	\$ 4,770,422	\$ 4,770,422	
<u>Revenues:</u>			
Charges for Services	327,444	1,078,000	30.4%
Total Operating Revenues	327,444	1,078,000	30.4%
<u>Expenses:</u>			
Administration	39,343	90,960	43.3%
Operations	183,266	636,420	28.8%
Capital Improvements	249,261	100,000	249.3%
	-	-	
Total Operating Expenses	471,871	827,380	57.0%
Operating Income (Loss)	(144,427)	250,620	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	-	270,000	0.0%
Misc. Revenues	-	-	
Interest	53,632	40,000	134.1%
Transfers In/(Out)	(10,000)	(10,000)	100.0%
Total Non-Operating Revenues (Expenses)	43,632	300,000	14.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(100,795)	550,620	
Ending Cash Balance*	\$ 4,669,627	\$ 5,321,042	

* - Unaudited

50% of the fiscal year has elapsed

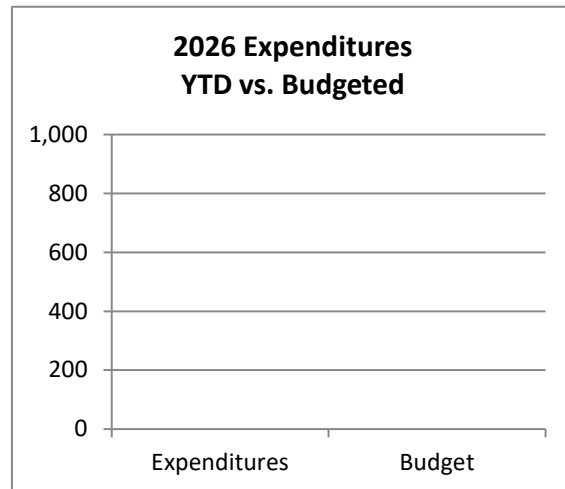
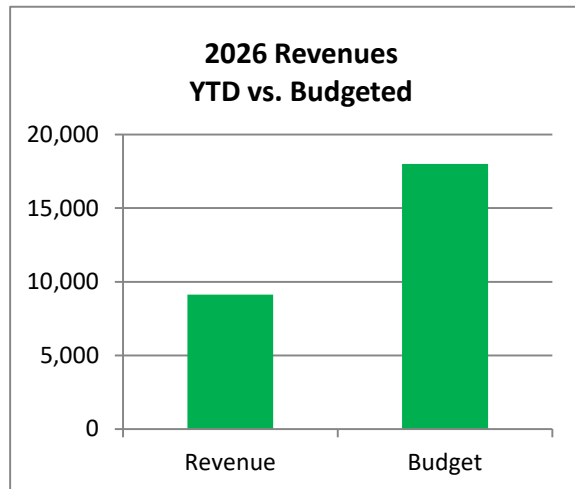


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending June 30, 2026
Unaudited

Cemetery Perpetual Fund	2026 Actuals June	2026 Adopted Budget	%
			Complete
Beginning Fund Balance	\$ 226,020	\$ 226,020	
<u>Revenues:</u>			
Miscellaneous Revenue	6,570	13,000	50.5%
Earnings on Investment	2,561	5,000	51.2%
Total Operating Revenues	<u>9,131</u>	<u>18,000</u>	50.7%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	<u>-</u>	<u>-</u>	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>9,131</u>	<u>18,000</u>	
Ending Fund Balance*	<u><u>\$ 235,151</u></u>	<u><u>\$ 244,020</u></u>	

* - Unaudited

50% of the fiscal year has elapsed

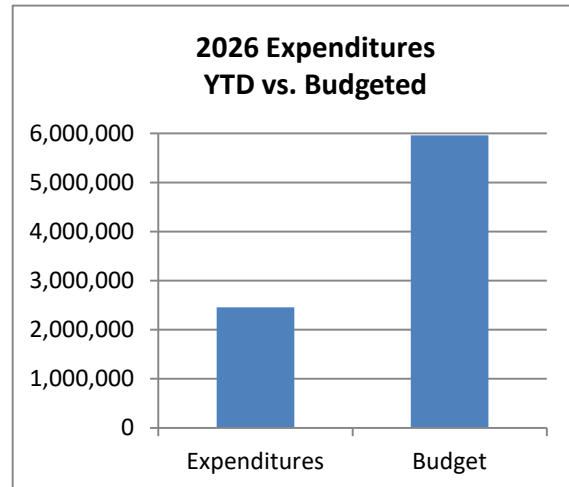
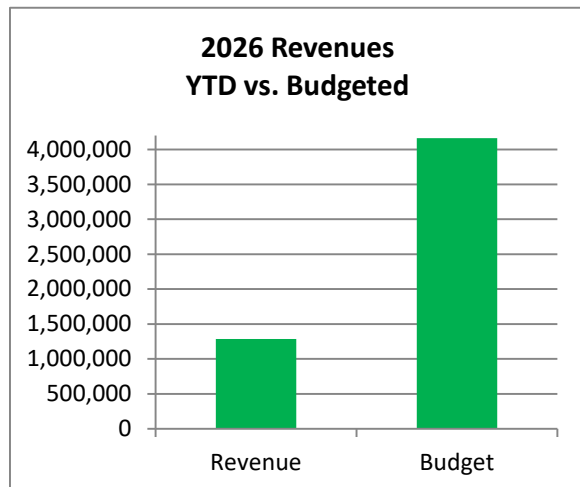


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending June 30, 2026
Unaudited

Library Fund	2026 Actuals June	2026 Adopted Budget	% Complete
Beginning Fund Balance	\$ 16,561,967	\$ 16,561,967	
<u>Revenues:</u>			
Intergovernmental	245,053	1,375,300	17.8%
Miscellaneous Revenue	5,877	13,500	43.5%
Capital Investment Fees	362,749	418,500	86.7%
Interest	163,961	500,000	32.8%
<i>Transfers In</i>	509,564	1,855,724	27.5%
Total Operating Revenues	1,287,204	4,163,024	30.9%
<u>Expenditures:</u>			
Operations	892,979	3,125,550	28.6%
Capital Outlay	1,563,956	2,835,000	55.2%
Total Expenditures	2,456,935	5,960,550	41.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(1,169,731)	(1,797,526)	
Ending Fund Balance*	\$ 15,392,236	\$ 14,764,441	

* - Unaudited

50% of the fiscal year has elapsed

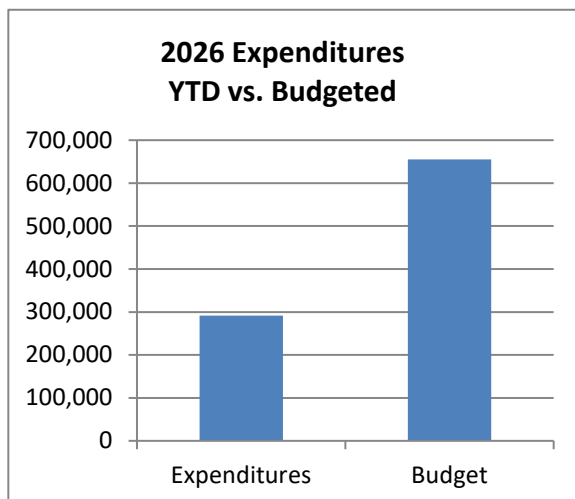
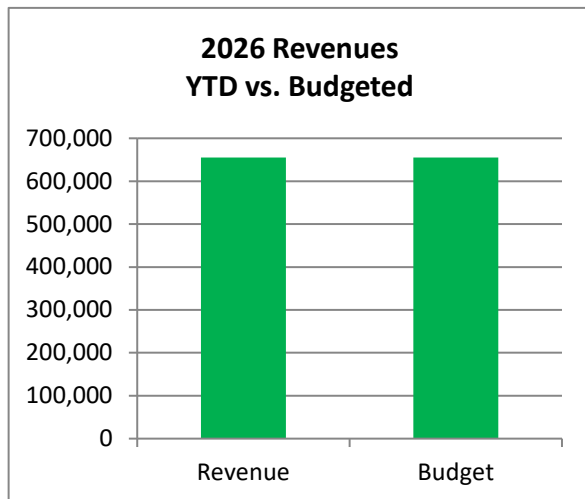


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending June 30, 2026
Unaudited

	2026 Actuals June	2026 Adopted Budget	% Complete
Recreation Center Fund			
Beginning Fund Balance	\$ 192,855	\$ 192,855	
<u>Revenues:</u>			
State Grants	-	-	
Transfers In	655,000	655,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	655,000	655,000	100.0%
<u>Expenditures:</u>			
Operations & Maintenance	291,667	505,000	57.8%
Capital Outlay	-	150,000	0.0%
Total Expenditures	291,667	655,000	44.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	363,333	-	
Ending Fund Balance*	\$ 556,188	\$ 192,855	

* - Unaudited

50% of the fiscal year has elapsed





450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Consent Agenda Communication

Agenda Date: July 20, 2026

Subject: Resolution 2026-34 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income

Attachments:

1. Resolution 2026-34
2. 2026 PAB Johnstown Allocation Letter
3. 2026 Johnstown Carryforward PAB Certificate

Presented by: Sarah Crosthwaite, Economic Development Director

Agenda Item Description:

Enclosed for your review and consideration is Resolution 2026-34 Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income Families or Persons.

For reference the Town has received the following allocations in Private Activity Bonds (PAB) from the Colorado Department of Local Affairs (DOLA):

Allocation Year	PAB Cap	Elected to Carryforward
2023	\$1,085,227	Yes, Resolution 2023-31 Adopted 08/21/23
2024	\$1,128,338	Yes, Resolution 2024-33 Adopted 07/15/24
2025	\$1,262,196	Yes, Resolution 2025-18 Adopted 07/21/25
2026	\$1,354,887	Staff is requesting to carry forward via adoption of Resolution 2026-34

The allocation amounts are determined utilizing population estimates. The Town would like to utilize the PABs for a future affordable housing project. Per Internal Revenue Code, the Town can carry forward up to three years of PAB allocations and by the 4th year issue the bonds to fund a qualifying

project. The Town is assuming we will continue to receive a PAB allocation for the next year.

The intent of Resolution 2026-34 is not to issue the allocated PABs this year, but rather to continue building the Town's PAB allocation while identifying additional funding sources and opportunities to support a future affordable housing project.

Additionally, the Town is currently working with several municipalities to explore opportunities to reallocate the Town's 2023 PAB allocation and exchange it for future PAB allocations at the time a viable affordable housing project is identified. This approach will provide additional flexibility should the Town not secure a qualifying project within the current carryforward period.

The Town has also received Private Activity Bonds (PABs) from Weld County and continues to collaborate with other municipalities and counties to request additional allocations that may be available to support the Town's long-term affordable housing goals and increase the available PAB allocation:

Municipality/County	Allocation Request Year	PAB Bond Cap	Application Status
Weld County	2025	\$3,953,897	Awarded

The Town was exploring for several years a project with a development group who were considering a 135-175-unit affordable housing project in Johnstown. The project's financial gap has stopped this project from moving forward. Town Staff are now exploring an affordable senior housing project that would include 50 units between 1-2 bedrooms. The proposed affordability mix includes 10 units at 40% of Area Median Income, 20 units at 50% AMI, and 20 units at 60% AMI. This would allow the project to serve seniors across a range of lower incomes. The Town has not committed any of its PABs to the project or developer. However, the Town is required to identify a project or potential project when requesting to carry forward its allocation or submitting to another municipality for a PAB Bond Cap. The potential project will serve to benefit residents of the Town and provide safe, reliable, and affordable housing.

As required by DOLA, the Town has identified a firm to serve as the bond counsel. Kutak Rock LLP has reviewed the Resolution to ensure compliance with DOLA and the IRS.

Strategic Plan Alignment:

Natural & Built Environment

- Support a broad range of housing options

Legal Advice:

The Town Attorney and Bond Counsel Kutak Rock LLP have reviewed Resolution 2026-34.

Financial Advice:

Bond Counsel Kutak Rock LLP will file with the Internal Revenue Service in February 2027, Form 8328 as required.

Recommended Action:

Approve Resolution 2026-34 Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income.

Reviewed and Approved for Presentation

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2026-34**

**A RESOLUTION DECLARING THE INTENT OF THE TOWN OF
JOHNSTOWN, COLORADO TO ISSUE REVENUE BONDS IN
CONNECTION WITH FINANCING RESIDENTIAL FACILITIES FOR
LOW-AND MIDDLE-INCOME FAMILIES OR PERSONS**

WHEREAS, the Town of Johnstown, Colorado (the “Town”), a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter, has been awarded \$1,354,887 (the “2026 Allocation”) of 2026 private activity bond volume cap allocation for the State of Colorado (the “State”) and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), authorizes the Town to finance or refinance one or more projects to the end that residential facilities for low- and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, in order to carryforward the Town’s 2026 Allocation, the Town wishes to declare its intention to issue revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the Town and other participating jurisdictions (the “Projects”); and

WHEREAS, the Town intends to issue revenue bonds, in one or more series, in an amount not to exceed \$1,354,887 of its direct private activity bond volume cap allocation for 2026 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act); and

WHEREAS, such private activity bond volume cap allocation shall be utilized by the Town pursuant to the Allocation Act;

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

Section 1. In order to benefit the residents of the Town, the Town hereby declares its intent to issue its revenue bonds to finance Projects in one or more series (the “Bonds”) in an aggregate principal amount not to exceed \$1,354,887 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons

intended for use as the sole place of residence of the owners or intended occupants thereof, which residential facilities shall be located within the boundaries of the Town and other participating jurisdictions.

Section 2. In connection with the management and preservation of the Town's private activity bond volume cap allocations, the Town is hereby authorized to execute any Internal Revenue Service ("IRS") form and to enter into assignment agreements and delegation agreements with other Colorado "issuing authorities" as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Town Manager and any other appropriate officer of the Town is hereby authorized and directed to execute any such IRS form and to execute and deliver any assignment agreements or delegation agreements and any other documents that are necessary in order to manage and preserve the Town's private activity bond volume cap allocations. It is the specific intent of the Town Council (the "Council") that this Resolution shall also apply to any amounts that are awarded to the Town from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the Town are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

Section 3. The Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the Town or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the Town or a charge against the Town's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the Town in such person's individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

Section 4. The Council hereby finds, determines, recites and declares that the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing.

Section 5. The Council hereby finds, determines, recites and declares the Town's intent that this Resolution constitutes an official indication of the present intention of the Town to issue the Bonds, as herein provided.

Section 6. All actions not inconsistent with the provisions of this Resolution heretofore taken by the Board or any officer or employee of the Town in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. All prior acts, orders or resolutions, or parts thereof, of the Town in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 9. All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and, if so repealed, no other bylaw, order or resolution, or part thereof, shall be revived.

Section 10. The Council hereby appoints Kutak Rock LLP as bond counsel in connection with the issuance of the Bonds.

Section 11. This Resolution shall take effect immediately upon its adoption.

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PASSED, SIGNED, APPROVED AND ADOPTED this 20th day of July, 2026.

TOWN OF JOHNSTOWN, COLORADO

Michael P. Duncan, Mayor

[SEAL]

ATTEST:

Meghan Martinez, Town Clerk



February 09, 2026

Matt LeCerf
Town Manager
Johnstown

Re: Private Activity Bond Allocation of \$1,354,887

Dear Matt LeCerf:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2026 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Lisa Blakeney (720) 557-2112 or dola_pab@state.co.us.

Sincerely,

Maria De Cambra
Executive Director



Governor Jared S. Polis | Maria De Cambra, Executive Director | Tyler Jaeckel, Division Director

1313 Sherman St., Room 320, Denver, CO 80203

Phone: 303-864-7810 Fax: 303-864-7719 doh.colorado.gov

Strengthening Colorado Communities



**CERTIFICATE REQUIRED BY SECTION 24-32-1709(2)(c)
OF THE COLORADO REVISED STATUTES, AS AMENDED**

As an official of the Town of Johnstown responsible for the supervision of the issuance of its private activity bonds (the “Bonds”), I DO HEREBY CERTIFY that the Town of Johnstown will proceed with diligence to insure the issuance of such Bonds within the time period from the date of the Department of Local Affairs 2026 private activity bond volume cap allocation award letter to December 31, 2029.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2026.

TOWN OF JOHNSTOWN

By _____
Town Manager



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Consent Agenda Communication

Agenda Date: July 20, 2026

Subject: Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County

Attachments:

1. 2026 Johnstown CDBG IGA
2. 2026 Legal Opinion Letter
3. 2020 Johnstown CDBG IGA

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is an IGA between the Town of Johnstown and Weld County for requalification and participation in the Community Development Block Grant (CDBG) Programming. Weld County first became defined as an Urbanized area following the 2020 US Census and qualified for CDBG funding. As part of this funding, Weld County partnered with the municipalities in Weld County, enabling them to also take advantage of the funding when benefiting low to moderate income projects. While Johnstown has not utilized these funds, we do desire to continue the partnership with Weld County. The attached IGA will run from Fiscal Year 2027 - 2029.

Also enclosed is the original IGA from 2020 and an opinion letter from the Weld County Attorney's Office related to the IGA.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence
- Engage, inform and involve the community

Quality Infrastructure & Facilities

- Maintain safe and reliable public infrastructure and utilities
- Ensure future infrastructure and facilities are sustainable, resilient, and aligned with community growth

Legal Advice:

The Town Attorney reviewed the IGA as presented.

Financial Advice:

Not Applicable

Recommended Action:

Staff recommends approval of the IGA as presented.

Reviewed and Approved for Presentation

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written over a horizontal line.

Town Manager

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2026, by and between County of Weld, by and through the Board of County Commissioners of the County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as “County,” and the Town of Johnstown, whose address is 450 S Parish Ave., Johnstown, CO 80534, a municipality located in Weld County, State of Colorado, hereinafter referred to as “Municipality.” County and Municipality may be referred to collectively as “Parties,” and individually as “Party.”

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“the Act”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant (“CDBG”) program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an “Urban County,” as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan (“Consolidated Plan”) and an Annual Action Plan (“AAP”) or a Three (3) year Consolidated Plan with an Annual Action Plan component (“CPAAP”). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County’s CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2027-2029 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2027-2029 are published in HUD Notice CPD-26-08, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program; and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County's annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan, and in County's annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a "Participating Jurisdiction" and shall be eligible to participate in the County's CDBG programs for the County's qualification period; and

WHEREAS, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and

WHEREAS, the County Executive is authorized to execute this Agreement on the County's behalf.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. Urban County does 'not' receive HOME or ESG funding. The initial term of this Agreement shall be for three (3) years covered by the Urban County qualification period of Federal Fiscal Years **2027**, through **2029**. Funding

for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for participation for one successive three (3) year Urban County qualification period (Federal Fiscal Years 2030, 2031, 2032), unless either Party provides written notice that it elects not to participate in a new qualification period. The terminating Party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities.

Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.

- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Municipality under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to “subrecipients,” including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.
- D. Project Timelines.** The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.
- E. Payment Process.**
- 1. Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.
- F. Non-Appropriation Clauses.** Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated here under shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart E. In addition, Municipality shall comply with OMB Circular A-110, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. **Expenditure Restrictions.** All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. **Additional Spending Limitations.** By executing the CDBG cooperation agreement, the included Municipality understands that it:

- a. May not apply for grants under the State CDBG Program for fiscal years during the period in which it participates in the Urban county's CDBG program.
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the Urban County does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.
- c. May receive a formula allocation under the ESG Program only through the Urban county.
- d. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

I. **Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from County. Municipality further understands that it is solely obligated**

for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.

J. Excessive Force. Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. Record Retention. Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the U.S. Government Accountability Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality's CDBG Program operations during the term of this Agreement. Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

L. Termination Asset Management. If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

M. Compliance With Local Laws. All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

A. Administrative Oversight. County, as a designated Urban County and Municipality, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to

comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.

B. Distribution of Funds. The distribution of CDBG funds between County and Municipality shall be determined as follows:

1. **Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
2. **Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Municipality.
3. **Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
4. **Benefit to Low- and Moderate-Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. The county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Parties agree that no actions shall be taken that prohibit Urban County from funding activities in, or in support of, any Participating UGLG that impedes County's actions to comply with its fair housing certification.

Parties agree that Urban County and the Participating UGLG are obligated to comply with Urban County's certification (under section 104(b) of Title I of the Housing and

Community Development Act of 1974), that grants will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR Part 1);
- the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates:
 - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
 - Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
 - the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
 - Section 3 of the Housing and Urban Development Act of 1968;
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
 - Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42; and
- Other applicable laws

B. Governmental Immunity. County and Municipality are “Public Entities” as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.

C. Fair Housing.

County is prohibited from funding activities that do not comply with HUD’s policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County’s actions to comply with County’s Fair Housing Certification.

D. Reporting. Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for

confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. **Support of Nonprofit Organizations.** County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. **Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. **No Third-Party Beneficiary Enforcement.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. **Modification and Breach.** This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. Prohibition of Fund Use.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- J. Legal Opinion.** The terms and provisions of this agreement are fully authorized under state and local law and that the agreement provides the legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities within the Participating UGLG's jurisdiction. Attached and incorporated into this Agreement is **Exhibit A**, County Counsel's Legal Opinion letter regarding this issue.
- K. Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

COUNTY:

Cynthia Martin, Weld County
1301 N 17th Ave., PO Box 758,
Greeley, CO 80632

IN WITNESS WHEREOF, County Executive and Municipality Mayor are authorized to execute this Agreement on their respective behalf's and have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael Duncan, Mayor

ATTEST:

WELD COUNTY Clerk to the Board

**COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD**

By: _____
Deputy Clerk to the Board

By: _____
Scott K. James, Chair

EXHIBIT A



WELD COUNTY ATTORNEY'S OFFICE
1150 O STREET
P.O. BOX 758
GREELEY, CO 80632-0758
WEBSITE: www.co.weld.co.us
PHONE: (970) 336-7235
FAX: (970) 352-0242

July 2, 2026

ATTN: Benjamin Alamprese
U.S. Department of Housing and Urban Development
Office of Community Planning & Development
Region VIII
1670 Broadway, 24th Floor
Denver, CO 80202

Dear Mr. Alamprese:

In my professional opinion, the terms and provisions of the intergovernmental agreements between Weld County and our municipalities participating in the Community Development Block Grant program continue to be authorized by state and local law. Said agreements also provide full legal authority for the county. Please feel free to forward this opinion as necessary. Also please feel free to reach out to me if there are any questions.

Sincerely,

Byron J. Howell

Byron Howell, Colorado Atty. Reg. No. 24604
Assistant Weld County Attorney
bhowell@weld.gov

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 6TH day of May, 2020, by and between County of Weld, by and through the Board of County Commissioners of County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as "County," and Town of Johnstown, whose address is 450 S. Parish Avenue, P.O. Box 609, Johnstown, CO 80534, a municipality located in Weld County, State of Colorado, hereinafter referred to as "Municipality." County and Municipality may be referred to collectively as "Parties," and individually as "Party."

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("the Act") thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant ("CDBG") program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 ("CDBG Regulations"), provide that a county must qualify as an "Urban County," as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan ("Consolidated Plan") and an Annual Action Plan ("AAP") or a Three (3) year Consolidated Plan with an Annual Action Plan component ("CPAAP"). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County's CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2021 -2023 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, "Instructions for Urban County Qualification for Participation in the

Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;" and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County's annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized in County's annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a "Participating Jurisdiction" and shall be eligible to participate in the County's CDBG programs for the County's qualification period.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional

term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. **Municipality and County Cooperation.** Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP; when required.
- B. **Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program.
- C. **Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to "subrecipients," including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.

D. Project Timelines. The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

E. Payment Process.

1. **Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.
- F. Non-Appropriation Clauses.** Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.
1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, Municipality shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. Expenditure Restrictions. All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. **Additional Spending Limitations.** Municipality understands that, while this Agreement is in effect, it may not apply for grants under the "Small Cities" or State CDBG Programs and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County's CDBG Program.

I. **Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from County. Municipality further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.**

J. **Excessive Force.** Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. **Record Retention.** Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality's CDBG Program operations during the term of this Agreement.

Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

- L. **Termination Asset Management.** If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.
- M. **Compliance With Local Laws.** All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. **RESPONSIBILITIES OF COUNTY:**

- A. **Administrative Oversight.** County, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.
- B. **Distribution of Funds.** The distribution of CDBG funds between County and Municipality shall be determined as follows:
 - 1. **Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
 - 2. **Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Participating Jurisdictions.
- 3. **Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
- 4. **Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds

toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. **Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the Municipality shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The Parties shall take all actions necessary to assure compliance with County's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. **Governmental Immunity.** County and Municipality are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. **Fair Housing.** County is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with County's Fair Housing Certification.

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2. **Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. Entire Agreement. This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. No Third-Party Beneficiary Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. Modification and Breach. This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No

breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. **Prohibition of Fund Use.** The Parties may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act.
- J. **Legal Opinion.** The terms and provisions of this agreement are fully authorized under State and local law and the agreement provides full legal authority for the county.
- K. **Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

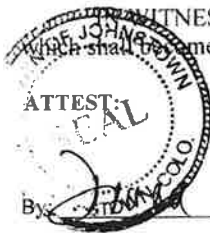
MUNICIPALITY:

Gary Lebsack
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534

COUNTY:

Don Sandoval
Weld County
1150 "O" Street
P.O. Box 758
Greeley, CO 80632

WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.



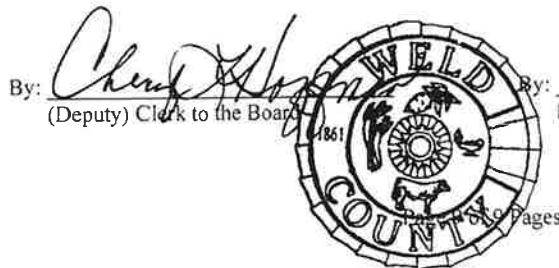
By: [Signature]
Clerk

TOWN OF JOHNSTOWN, COLORADO

By: [Signature]
Gary Lebsack, Mayor

ATTEST: [Signature]
WELD COUNTY Clerk to the Board

COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD



By: [Signature]
(Deputy) Clerk to the Board

By: [Signature]
Mike Freeman, Chair

MAY 06 2020

2020-1323(1)



AMENDMENT to
Intergovernmental Agreement for Conduct of
Community Development Block Grant Program in Weld County
Between the County of Weld
And
Town of Johnstown

This Amendment to Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the "Amendment") is made and entered into 14th day of Sept, 2020, by and between the County of Weld, by and through the Board of County Commissioners of County of Weld (the "County"), and [Town of Johnstown] (the "Municipality").

WITNESSETH:

WHEREAS, the parties entered into an Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the "Agreement") dated May 6, 2020, identified by the Weld County Clerk to the Board of County Commissioners as document No. [2020-1323], and approved on [May 6, 2020]; and

WHEREAS the parties hereby agree to amend the Agreement to incorporate the CDBG Program requirements described in Notice CPD-20-03, Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023 (the "Notice").

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

1. The reference to Notice CPD-19-04 is amended to reflect Notice CPD-20-03, the current rules and regulations to qualify as an Urban County for Fiscal Years 2021-2023.
2. The first paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be three years covered by the urban county qualification period of Federal Fiscal Year 2021 through 2023. Funding for this Agreement is based on the Federal fiscal year which begins October 1st and ends September 30th of the following year.

3. The second paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement shall automatically be renewed for additional three (3) year qualification periods unless either party provides written notice that it elects not to participate in a new qualification period. Each party must adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; the amendment must be submitted to HUD as provided in the urban county qualification notice; and failure to comply will void the automatic renewal for such qualification period.

4. Section II.A. of the Agreement is hereby amended to include the following statement:

The County and the municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

2020-1323(1)

5. Section II.H. of the Agreement is hereby replaced with the following:

By executing the CDBG cooperation agreement, the included municipality understands that it:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
- c. May receive a formula allocation under the ESG Program only through the urban county.

6. Section II.L. of the Agreement is hereby replaced by the following:

If Municipality terminates its participation in the urban county CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

7. All other terms and conditions of the Original Agreement are unchanged and remain in full force and effect.

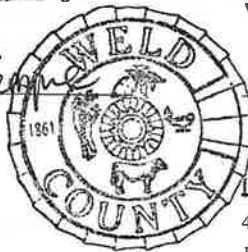
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day, month, and year first above written.

COUNTY:

ATTEST: Gather G. Mesick
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: Colleen A. Renne
Deputy Clerk to the Board



Mike Freeman
Mike Freeman, Chair

SEP 14 2020

Town of Johnstown:
450 S. Parish Avenue
Johnstown, CO 80534

By: Gary Lebsack
Gary Lebsack, Mayor

Date: 9/9/2020

2020-1323(1)

Amendment to Intergovernmental Agreement for Conduct of Community Development
Block Grants Program

APPROVED AS TO SUBSTANCE:



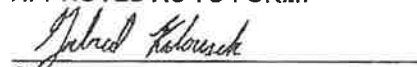
Elected Official or Department Head

APPROVED AS TO FUNDING:



Controller

APPROVED AS TO FORM:



County Attorney



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: July 20, 2026

Subject: Town of Johnstown Public Art Plan

Attachments: 1. Johnstown Public Art Master Plan
2. Art Master Plan Presentation

Presented by: Mitzi McCoy, Deputy Town Manager

Agenda Item Description:

In 2023, the Town of Johnstown created the Arts and Cultural Fund to support art and cultural initiatives within the community. The fund receives 40% of the revenues collected from the Library and Cultural Facilities Development Fee and supports a range of purposes, including the acquisition, exhibition and maintenance of public art; hosting of art exhibitions; supporting arts education; preservation of historical and cultural heritage; and supporting cultural events, projects and programs.

As part of the 2025 budget, the Town allocated funding for the development of a Public Art Plan, and in August 2025, the Town Council awarded the contract to ThereSquared, LLC. Over the following several months, the consultants conducted research, gathered community input and worked with Town staff and stakeholders to develop a comprehensive framework for Johnstown's public art program.

The completed Public Art Plan establishes a community-informed vision, guiding principles, priority themes, potential locations and foundational recommendations for the development and long-term management of public art in Johnstown. The plan emphasizes community connection, celebration of the Town's history and culture, expression of Johnstown's unique identity, and the thoughtful integration of art into public spaces, trails and open spaces.

In addition to the plan, the consultants developed internal procedures and supporting documents to assist the future Arts and Culture Committee in evaluating projects, making recommendations and implementing the plan in a consistent, transparent and sustainable manner.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence
- Engage, inform and involve the community

Safe & Welcoming Community

- Create programs that connect the community
- Grow an open, inclusive environment where all residents have the opportunity to flourish

Healthy & Resilient Economy

- Drive projects and initiatives that promote Johnstown as a premier destination for business

Natural & Built Environment

- Set the expectation and provide support for community-centered design

Legal Advice:

n/a

Financial Advice:

n/a

Recommended Action:

Staff recommends adopting the Town of Johnstown Public Art Plan as presented.

Suggested Motions:

For Approval: I move to adopt the Town of Johnstown Public Art Plan as presented.

For Denial: I move to deny the Town of Johnstown Public Art Plan.

Reviewed and Approved for Presentation



Town Manager

Johnstown

PUBLIC ART PLAN

The Town of Johnstown

ACKNOWLEDGEMENTS

TOWN COUNCIL

Michael Duncan, Mayor
Chad Young, Mayor Pro Tem
Damien Berg
Dee Anne Menzies
Jesse Molinar Jr.
Dianne Morris
Andrew Paranto

PUBLIC ART PLAN STEERING COMMITTEE

Matt Bellows
Christian Bordewick
Aubree Flores
Father Steve Karcher
JT Stewart

TOWN STAFF

Matt LeCerf,
Town Manager
Mitzi McCoy,
Deputy Town Manager
Sarah Crosthwaite,
Economic Development Director
Aubree Flores,
Planner I
Meghan Martinez,
Town Clerk
Jennifer Simmons
Planning &
Development Director

CONTRIBUTORS

Jeremy Gleim
Johnstown Historical Society Museum



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✦ PLAN AT A GLANCE

Public art is artwork of any kind created by artists and placed in public spaces that is open and accessible to everyone in the community. It can inspire, commemorate, and invoke pride of place. Public art, when thoughtfully planned, supports economic growth and the creative sector, generates cultural tourism, strengthens community identity, belonging, and wellbeing, and fosters connectivity and a sense of civic pride.

This Johnstown Public Art Plan provides a framework for building the Town of Johnstown’s inaugural public art program and creating unique, site-specific public artworks that will help realize these benefits for the community.



THE PLANNING PROCESS

This plan combines best practices with unique elements inspired by engagement with the community, that included stakeholder interviews, focus groups, a community survey, event pop-ups, voting polls, art typology boards, steering committee workshops, mapping charrettes, and Town Council sessions.

VISION

Johnstown’s public art program reflects its distinctive identity and celebrates the community’s proud agricultural heritage, its welcoming family-friendly atmosphere, and local values. Through inspiring, engaging, and creative works, our public art will create shared experiences and memorable spaces that bring neighborhoods together across Johnstown’s evolving landscape.

PUBLIC ART THEMES



CONNECT THE COMMUNITY



CELEBRATE JOHNSTOWN HISTORY AND CULTURE



EXPRESS JOHNSTOWN’S UNIQUE IDENTITY



EMBRACE THE OUTDOORS, TRAILS, AND OPEN SPACES

GUIDING PRINCIPLES

Community-Centered	Celebration of Local Identity	Distinctiveness	Inclusive and Accessible
Placemaking and Connectivity	Community Engagement	Partnership and Collaboration	Responsible and Sustainable

Public Art Program Foundations:

The plan concludes with recommendations for building a robust public art program in Johnstown.



✦ INTRODUCTION

WHAT IS PUBLIC ART?

Public art is artwork created by artists and placed in public spaces. It can be any kind of artwork—sculptures, murals, kinetic art, light-based works, or even performances—and is always open and accessible to everyone in the community. Public art can range from large-scale, permanent monuments and historic sculptures that become beloved landmarks to temporary or more intimate works that encourage participation and discovery. When thoughtfully planned, public art inspires, commemorates, and invokes pride of place.



WHY PUBLIC ART MATTERS

Public art offers significant meaning and value to communities. Based on research by Americans for the Arts (*Why Public Art Matters, 2018*), public art supports economic growth and sustainability of the creative sector through supporting local businesses, attracting talent, and generating cultural tourism. It strengthens a community's identity and people's attachment to and connection with a place. Public art can reflect unique cultural and historic aspects of a place, fostering a sense of civic pride. It promotes cultural understanding, inclusion and connection among community members. Finally, it supports public health and belonging by reducing stress, creating healing and welcoming environments, and places where people gather and celebrate. Taken together, these benefits make a compelling case that investment in public art is an investment in the long-term vitality of a community and the well-being of the people who live in it.



PLANNING FOR PUBLIC ART

When planning for a new public art program, it is important to align the program with the community's overall goals and ensure it is rooted in the community's unique values. In Johnstown, the 2021 Johnstown Area Comprehensive Plan, the 2025 Downtown Plan, and other sub-area plans provide this guidance by establishing policies and goals for the community. The Johnstown Comprehensive Plan identifies three high-level themes for guiding the town's future development and growth: Resilience, Vibrancy, and Connection. Within these themes and related policies, public art can play a key role.

Public art can contribute to Johnstown's neighborhood character, residents' well-being, downtown's vibrancy, and honoring agricultural heritage (*Where We Live*, p. 34). Public art can support Johnstown's placemaking goals in activity nodes forming along major highways as well as the walkability and attractiveness of the historic downtown (*Where We Work and Shop*, pp. 36-37). Certainly, public art is by definition inclusive and accessible to all. It can reflect the community's desire for fostering places in the town for connection and "community activities and spaces that bring neighbors of all ages together." (*Plan-at-a-Glance*, p. III; *Where We Play*, p. 38).

Ultimately, investing in public art will help Johnstown fulfill the Comprehensive Plan's guiding principle to "celebrate our small-town heritage built from strong agricultural roots...promote dynamic approaches to innovation and new trends while maintaining our quality of life...[and be] a resilient, vibrant, and connected community that offers diverse and inclusive opportunities for generations of residents to live, work, and play." (*Plan-at-a-Glance*, p. III)

This Johnstown Public Art Plan will provide a framework for building the Town's inaugural public art program and creating unique, site-specific public artworks that will help distinguish and differentiate Johnstown from other northern Colorado communities, bringing pride and connection community-wide.

The plan combines best practices with unique elements inspired by community engagement and grounded in stakeholder input. It gives broad strokes for inspiration, rather than being strictly prescriptive. It introduces preferred typologies of artwork as guidance for Johnstown, as well as recommendations for locations with the greatest potential to create impact, meaning and a sense of place.





WHO IS THIS PLAN FOR?

This Public Art Plan is intended to provide aspirational yet implementable guidance for the establishment and growth of a robust public art program managed by Johnstown's Town government. It will serve as an ongoing touchpoint for Town leadership, staff, developers, and the Johnstown community at large to prioritize and realize exciting new public art projects.





COMMUNITY SNAPSHOT

Johnstown is a vibrant, growing community in Northern Colorado, conveniently located 40 miles north of Denver with easy access to Interstate 25 and County Highways 34 and 60.

Its rural, small-town feel comes from its strong agricultural roots and provides a relaxed, family-friendly, welcoming atmosphere that extends into the more urban and commercial area of I25 and Hwy 34. The town is experiencing rapid growth, particularly in the areas nearest the I-25 corridor.



22,000

CURRENT POPULATION (2026)

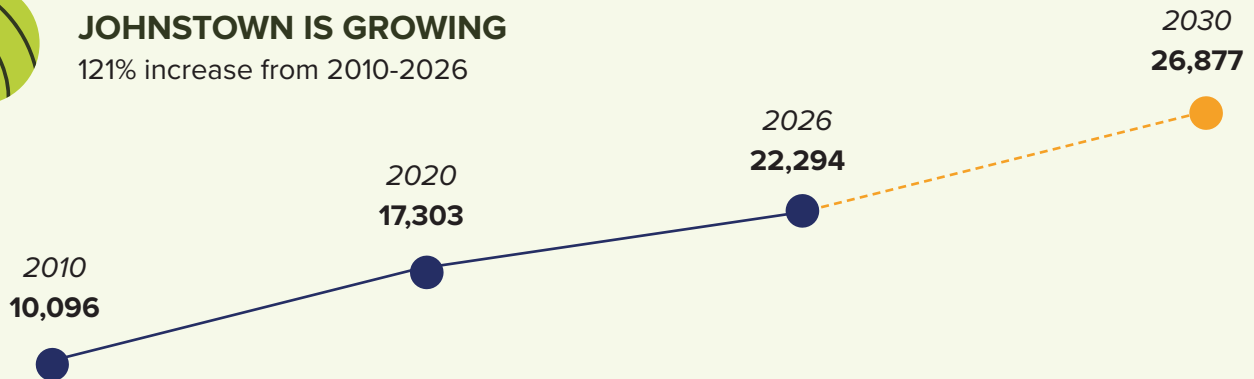
The population of Johnstown is just over 22,000, split between Weld and Larimer Counties.

Johnstown has more than doubled since 2010 and is projected to approach 27,000 residents by 2030, growing about 3.8% per year.



JOHNSTOWN IS GROWING

121% increase from 2010-2026



2020 Census, Town of Johnstown Economic Development Profile 2026)

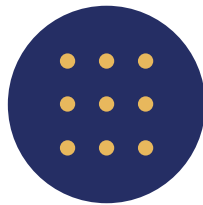
A YOUNGER & GROWING COMMUNITY



32%

UNDER AGE 18

Largest age group

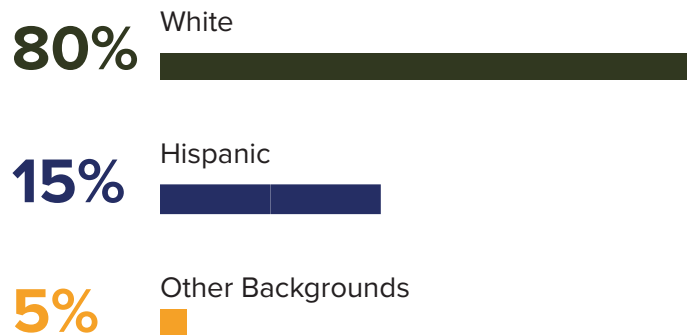


34.9

MEDIAN AGE Younger

than Colorado (37.7) and the U.S. (38.9)

COMMUNITY COMPOSITION



US Census; ACS 2024 5-year

EXISTING PUBLIC ART

Johnstown's existing public art collection is relatively modest, consisting of a handful of figural sculptures. Additional bronze sculptures can be found in some private developments, and nearby communities such as Loveland, Berthoud and Windsor who have well-established public art programs.

Johnstown has begun implementing more public art in the civic realm. Most recently, the Town, in partnership with the local veterans' organizations, installed a Veterans' Memorial in the roundabout at Highway 402 and I-25. Projects like these have the potential not only to commemorate Johnstown's veterans and history, but also provide meaningful and beautiful gateways into the Johnstown community.



HISTORY MATTERS



Johnstown's history is deeply rooted in agriculture and the pioneering spirit of the families who settled the area. In 1884, Harvey J. and Mary Parish established an 80-acre homestead between the Big Thompson and Little Thompson Rivers, setting the stage for a community shaped by hard work and connection to the land. In the years that followed, early gathering places like the Dilley Church and Purvis General Store supported nearby farmers and helped form a close-knit rural community. Agriculture—particularly sugar beet farming and dairy production—quickly became the backbone of the local economy and identity.

Officially founded in 1902 and named after the Parish family's youngest son John, Johnstown grew alongside northern Colorado's agricultural expansion. The arrival of the Great Western Railroad in the early 1900s strengthened the Town's role in supporting regional farms and industry, while local institutions like the Johnstown Breeze helped connect residents and share community stories. Over time, Johnstown continued to evolve, adding important community assets like its public library and schools to serve a growing population.

Today, while Johnstown has grown and changed, its agricultural heritage remains a defining part of its story. That legacy continues to influence the community's character, grounding its progress in a strong sense of history, resilience, and pride.



✦ PLAN DEVELOPMENT

PLANNING PHASES



INITIATION

- Project Branding
- Stakeholder Identification
- Kick-Off Workshop



RESEARCH & DISCOVERY

- Assess Existing Cultural and Public Art Assets
- Plan Alignment
- Assess Existing Town Policy and Community Development



COMMUNITY ENGAGEMENT

- Stakeholder Interviews and Focus Groups
- Community Survey
- Community Event Pop-ups
- Mapping Charrettes
- Steering Committee Workshops



PLAN DEVELOPMENT

- Key Findings & Themes
- Identify Potential Locations
- Draft Plan & Review
- Public Art Policy

COMMUNITY ENGAGEMENT

9 Stakeholder Interviews and Focus Groups

Including Library Board, Johnstown Downtown Development Association, Johnstown Historical Society



2 Community Engagement Popups

- Trick or Treat Street, with more than 1,000 interactions
- Johnstown Jingle, with hundreds prioritizing themes and benefits



240 Community Surveys

Completed by residents

4 Steering Committee workshops



2 Mapping Charrettes



2 Town Council sessions

ENGAGEMENT HIGHLIGHTS

During the engagement phase, the community gave input about a future public art program in Johnstown. Through survey questions, voting polls, art typology boards, and conversations with the consulting team, residents shared what types of artwork they'd prefer, where public art could be placed in Johnstown, and how art can best serve their community. While responses were varied depending on age and engagement source, the community's voice rang through and directly informed the development of this Public Art Plan.



Public Art Types

Through various engagements, the community shared the types of public art they typically enjoy. The top five art types were murals, functional art (benches, bike racks, etc.), art integrated into architecture, historical or memorial art, and traditional sculpture, although all types of art seem welcome. Interestingly, during community events with children and families, kinetic/interactive artwork and light-based art also scored very high.

See *Public Art Themes for Public Art typology examples*.



Potential Locations

When asked about places that could benefit from public art in Johnstown, downtown was mentioned the most, with parks a close second. Major roads, gateways into town, roundabouts, key facilities (library, YMCA, schools) and outdoor locations like the reservoir and trail systems were also highly ranked.

See *Public Art Themes for potential locations*.

SURVEY RESULTS: ART IS VALUED



Public Art Adds Value to a Community



Residents shared words they hoped would describe public art in Johnstown:



The Arts Matter to Residents

82% said experiencing the arts is important or very important

"We believe Public Art in Johnstown can..."

- ...Create a sense of place & makes spaces memorable"
- ...Promote community pride and a sense of belonging"
- ...Add color and whimsy to our town"
- ...Celebrate our agricultural heritage and rural roots"
- ...Helps identify our community as one that values arts and creativity"

KEY FINDINGS

Listening to the Johnstown community and examining the broader context of the Town's growth and character revealed a set of key findings that informed the themes and recommendations of this plan.



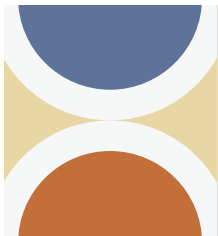
Rooted in Agriculture

Johnstown is a smaller-sized, family-oriented community in northern Colorado that takes great pride in its agricultural heritage and rural roots.



Rapid Growth

Johnstown is growing rapidly with development occurring in two distinct areas: the northern I25 corridor and downtown. Johnstown's three I25 offramps are becoming a major regional commercial center with higher-density modern housing and amenities. Johnstown's historic downtown continues to be a vibrant community hub of locally-owned businesses surrounded by walkable single-family residential neighborhoods and parks. The long-term vision for downtown supports thoughtful growth through a mix of housing types and increased density, new public spaces and community-centered amenities.



Public and Private Investment

As private development investment is growing within Johnstown's growth management area, so too is public capital investments. Public investment includes a new senior/community center, development services building, public works facility, new water and waste water treatment plants, roads, regional parks, trails, etc.



Planning for Success and Sustainability

The Town continues to engage in many planning efforts (e.g., Downtown Master Plan, Parish Corridor Study, Parks Master Plan, Centennial Park Master Plan, trail system, etc.) to ensure growth and development is thoughtfully managed and benefits the community.



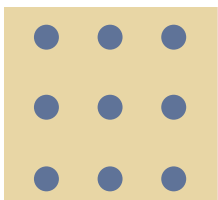
Arts Appreciation

The Johnstown community appreciates the arts, and they believe that public art can add value to a community. The community has indicated that it hopes to distinguish itself from neighboring towns and municipalities and public art is an opportunity to do so.



Established Funding

The Town of Johnstown approved dedicated funding for public art through a Cultural and Library Impact fee that can be enhanced through other funding mechanisms.



Placemaking

The Town hopes to thoughtfully connect and link its developing areas, improve walkability and mobility, and create a network of comfortable and accessible gathering spaces throughout the community.



PUBLIC ART PROGRAM VISION & MISSION

The vision and mission for Johnstown’s public art program were developed through a thoughtful process of community engagement and research, and refined in collaboration with the Steering Committee. Together, they reflect what the Johnstown community values, aspires to, and wants public art to accomplish, now and into the future.

VISION

Johnstown’s public art program reflects its distinctive identity and celebrates the community’s proud agricultural heritage, its welcoming family-friendly atmosphere, and local values. Through inspiring, engaging, and creative works, our public art will create shared experiences and memorable spaces that bring neighborhoods together across Johnstown’s evolving landscape.

MISSION

The Johnstown Public Art Program plans, funds, commissions, installs, and maintains public art in collaboration with residents, partners, and developers. Through clear policies and responsible management, the program creates meaningful, accessible, and well-managed public art, community spaces, assets and experiences.





Public Art Program Guiding Principles

The following guiding principles will serve as a compass for the Johnstown Public Art Program, providing high-level criteria to keep the program focused on its mission and vision and ensuring that decisions about the selection, placement, and purpose of public art best serve the Johnstown community.

1

Community-Centered

Public art will reflect the unique voices, stories, and values of Johnstown's residents, fostering a sense of pride, belonging, and meaningful community connection.

2

Celebration of Local Identity

Public art will celebrate Johnstown's agricultural roots, small-town character, as well as its evolving landscape through original, context-sensitive art works.

3

Distinctiveness

Public art in Johnstown will be unique and distinctive from that in surrounding communities—thereby strengthening local identity and sense of place.

4

Inclusive and Accessible

Public art will be welcoming, engaging, and accessible to people of all ages, backgrounds, and abilities, ensuring broad community benefit.

5

Placemaking and Connectivity

Public art will enhance public spaces, encourage walkability, and provide visual connections between Johnstown's historic downtown, its growing commercial areas, and its beautiful natural areas.

6

Community Engagement

Public art will be developed through transparent, clear processes that invite meaningful community input and ensure thoughtful consideration for selection and placement of public art in the community.

7

Partnerships and Collaboration

The public art program will be advanced and supported through strong partnerships with developers and other collaborators to expand resources and impact.

8

Responsible and Sustainable

Public art investments will be carefully planned, maintained, and evaluated to ensure long-term value, fiscal responsibility, and stewardship of the Town's public resources.

Public Art to Serve the Johnstown Community

Throughout the planning process, themes emerged, reflecting the values of the Johnstown community. This section of the Public Art Plan enumerates and elaborates upon each of these themes to provide a framework for thoughtful, intentional placement of public art across the Town.

The Public Art Themes are:



CONNECT THE COMMUNITY



CELEBRATE JOHNSTOWN HISTORY AND CULTURE



EXPRESS JOHNSTOWN'S UNIQUE IDENTITY



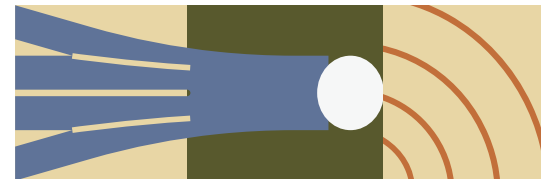
EMBRACE THE OUTDOORS, TRAILS, AND OPEN SPACES

The context and discussion around these themes may overlap and intersect—which is welcomed. The Town is encouraged to continue identifying potential art projects and locations in relationship to these guiding themes as Johnstown grows and evolves.

Each theme is accompanied by possible artwork “typology” examples to help inspire, spur discussion and illustrate the range of possibilities available within the lexicon of public art. These typologies can provide basic guidance for the formation of project criteria and which art types might suit certain themes and kinds of sites.

The associated maps identify potential art project locations at the time of drafting this plan, but are not exhaustive. Public art is also responsive to change and unforeseen opportunities. New development, partnerships, and community initiatives will inevitably create exciting possibilities that cannot be fully anticipated in the context of this plan.

Ultimately, this section of the plan is for inspiration and to spur imagination. Johnstown will develop its own project parameters as needed.



CONNECT THE COMMUNITY

One of the most powerful things public art can do in service of a community is bring people together. As Johnstown continues to grow, public art can be a creative tool for placemaking, anchoring community gathering spaces in both established areas and newer parts of town. Meaningful artwork, placed thoughtfully in parks, downtown, and other community nodes can transform these spaces into unique and welcoming destinations where people come together for celebrations and commemorations, where families gather for recreation and play, and where lasting community memories are made.

Johnstown has a great deal of development activity underway and planned for the future. From capital improvement projects and new developments to revitalizing existing community parks, each of these places, old and new, can benefit from the presence of public art. Art can be intentionally integrated into the planning and design of these spaces, creating vibrant, accessible “third spaces” where residents feel a sense of belonging, connection, and community pride. The accompanying map identifies locations across Johnstown where public art can help create and strengthen these important gathering spaces.

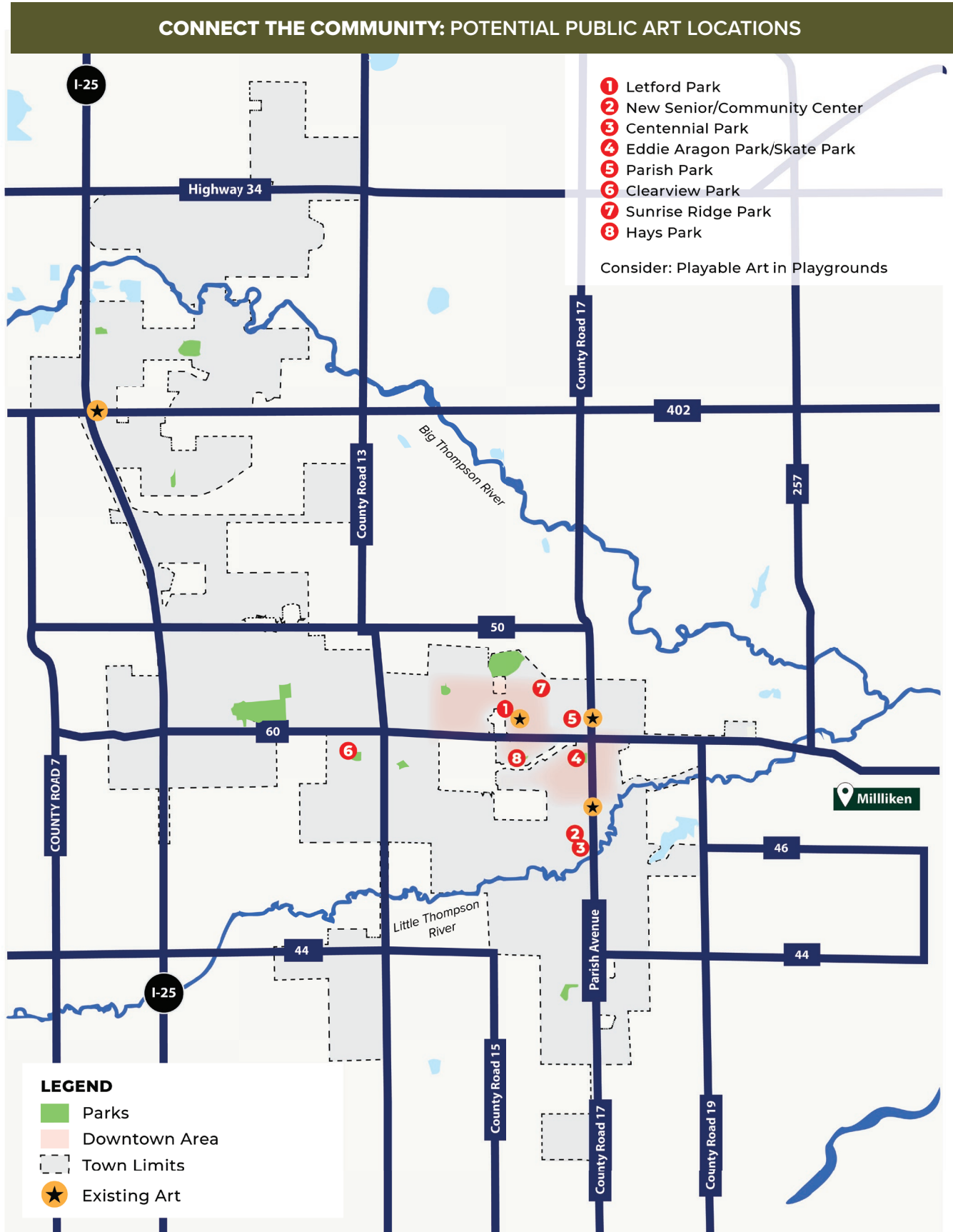


PUBLIC ART TYPOLOGIES

Art-anchored gathering spaces and playable/interactive art examples



PUBLIC ART THEME 1





PUBLIC ART THEME 2

CELEBRATE JOHNSTOWN'S HISTORY AND CULTURE

Johnstown's agricultural roots and small-town atmosphere are paramount to the community. Public art offers a meaningful and lasting way to honor this history and illuminate Johnstown's living, evolving stories. The Town can seek locations and places where these stories can be highlighted through artwork, from murals on grain silos and sculpture in historic parks to functional art and interactive installations that invite residents and visitors to engage with and consider the Town's rich past. Milestones for the community—whether current or in the past, tangible or abstract—all can inspire works of art that can add texture, humor, whimsy or a sense of discovery to everyday spaces. These memorable places will become community landmarks and provide unique, authentic touchpoints for the community. Historic parks, local landmarks, and areas downtown provide natural starting points for this theme, but Johnstown's stories can be woven throughout the entire community.



PUBLIC ART TYPOLOGIES

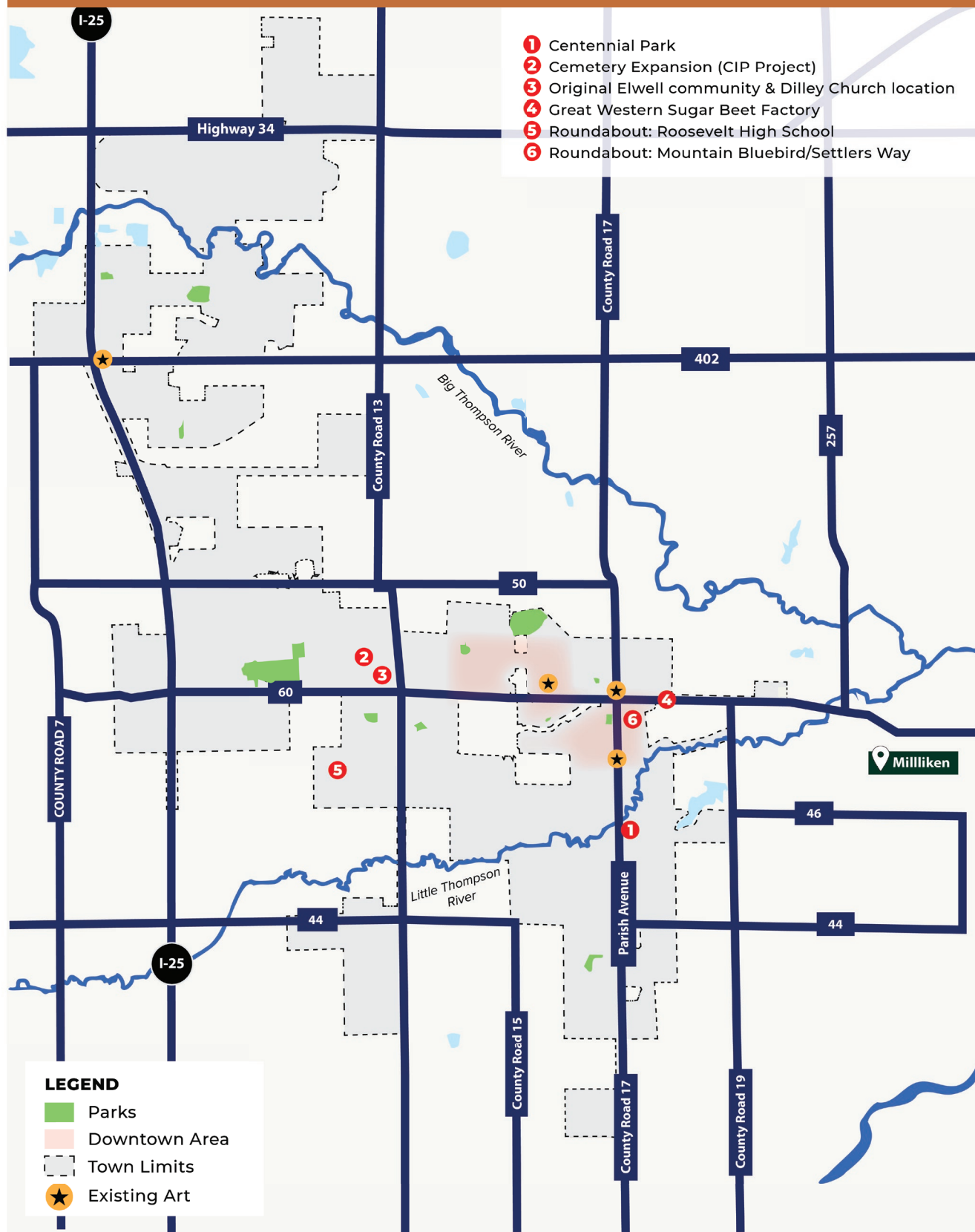
Commemoration, historical references, and storytelling





PUBLIC ART THEME 2

CELEBRATE JOHNSTOWN'S HISTORY AND CULTURE: POTENTIAL PUBLIC ART LOCATIONS



CELEBRATE HISTORY AND CULTURE POTENTIAL PUBLIC ART LOCATIONS - DOWNTOWN



- 1 Parish Avenue (WCR 17) north entrance to Downtown
- 2 Parish Avenue (WCR 17) south entrance to Downtown
- 3 Former Senior Center site
- 4 Senior Center/Community Center
- 5 Development Services Building
- 6 Parish Park
- 7 Police Department
- 8 Glenn A. Jones Library
- 9 YMCA and YMCA Park
- 10 Eddie Aragon Park
- 11 Parish Ave Sidewalks
- 12 Alleyways



JOHNSTOWN'S HISTORIC DOWNTOWN

Johnstown's historic downtown is the heart of the community where small-town character, local culture, and community life come together. Downtown deserves special attention within the public art program and public art can take many forms. Functional art such as signature artist-designed benches, bike racks or shade structures can reflect Johnstown's distinctive identity and add color to the streetscape. Murals and alleyway installations can turn everyday spaces into destinations worth exploring. Temporary art programs with new works appearing on street corners, sidewalks, or in unexpected spaces on an annual or seasonal basis could literally turn the downtown into a free outdoor sculpture exhibition, giving the community something new to discover and discuss. Public art can also enhance the gatherings and events that already bring people downtown, creating a backdrop that reinforces the welcoming, family-friendly atmosphere residents value. Taken together, a thoughtful public art presence in historic downtown Johnstown can attract visitors, support local businesses, encourage walkability, and deepen the sense of pride and connection that makes this place special.

EXPRESS JOHNSTOWN'S UNIQUE IDENTITY

Johnstown is a distinctive community—and the people who call it home possess immense pride in their Town. Public art can be a highly visible and original way to express that civic pride and sense of identity. By fostering a collection of artwork that feels distinctly “of Johnstown,” the Town further distinguishes itself and stands out as a place that embraces the arts. Connections between historic downtown and newer developments can be identified and reinforced through intentional placement of public art. For example, sculptures along trails, paths or roadways, or iterative art elements sprinkled within communities, can link and create a visual thread that guides people from one part of town to another, while reinforcing a shared sense of place and identity. Johnstown could develop a signature work of art that signals to visitors that they have arrived somewhere special. Iconic installations, gateway art, signature benches, or park amenities often become beloved landmarks and symbols of community pride. Gateways into the community, entrances to downtown, and the downtown core are natural locations for this theme.

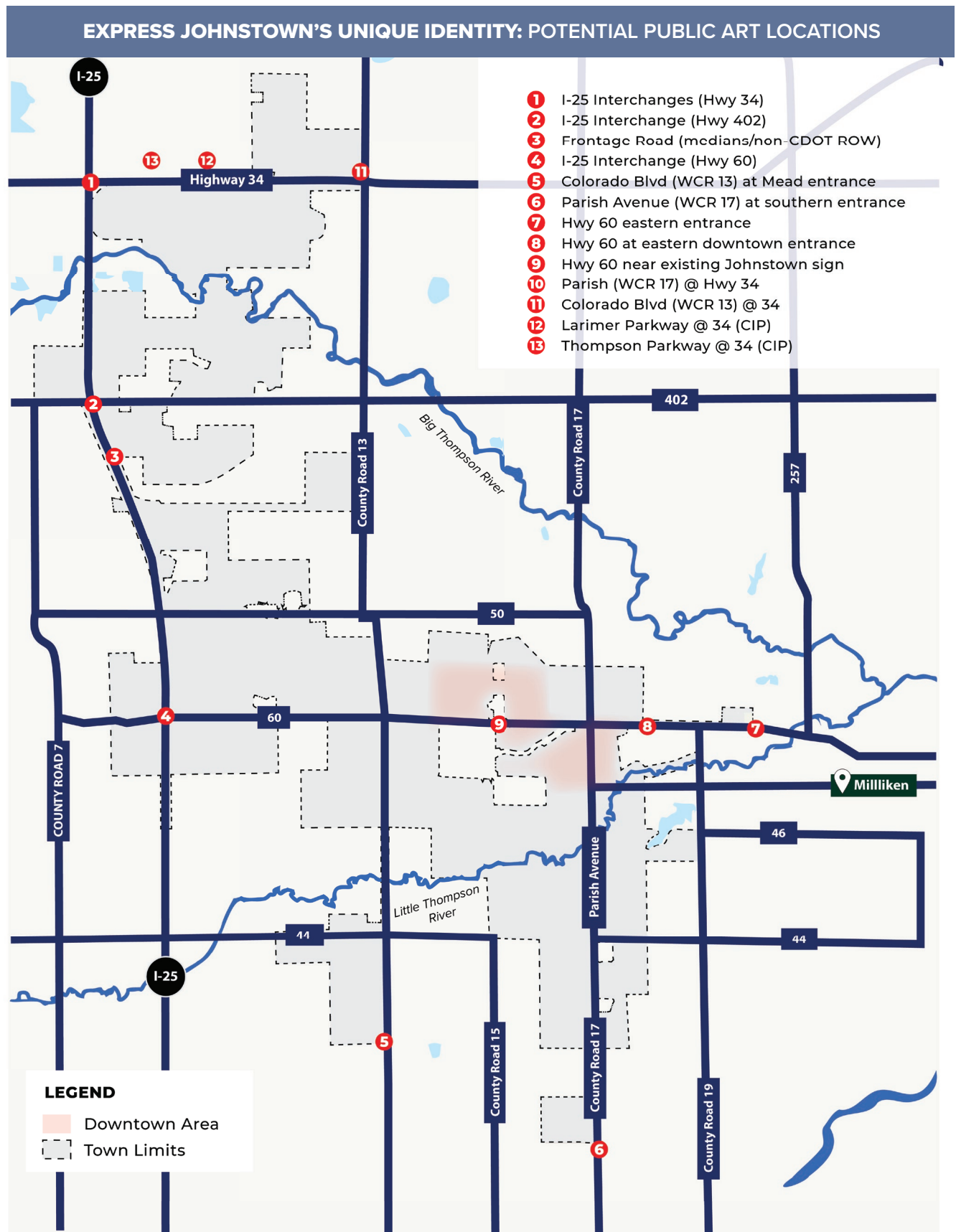


PUBLIC ART TYPOLOGIES

Signature artwork, unique to Johnstown, gateways, and artist-designed streetscape elements



PUBLIC ART THEME 3





EMBRACE THE OUTDOORS, TRAILS, AND OPEN SPACES

Johnstown abounds with beautiful riparian areas, open spaces, and vistas of the Front Range. It is a natural canvas that sets the town apart and invites people to slow down and take it all in. Public art placed thoughtfully within these landscapes can deepen that experience, creating places to celebrate those vistas and areas of refuge from the built world. Rather than competing with nature, art in these settings should complement and enhance it, sparking a sense of wonder and discovery in those who encounter it. Trail markers, functional art as seating, and unexpected installations along walking paths can transform ordinary outings into truly memorable experiences. Eco-art simultaneously engages viewers with artwork and the environment via installations formed from natural materials, playable structures, and explorable activity areas. This type of artwork encourages stewardship and a deeper connection to the natural environment. Open space trailheads, rest areas along trails, parks, creekside areas, and the Johnstown reservoir all present natural opportunities to bring art into the places where residents already go to recharge, recreate, and connect with the landscape they love.

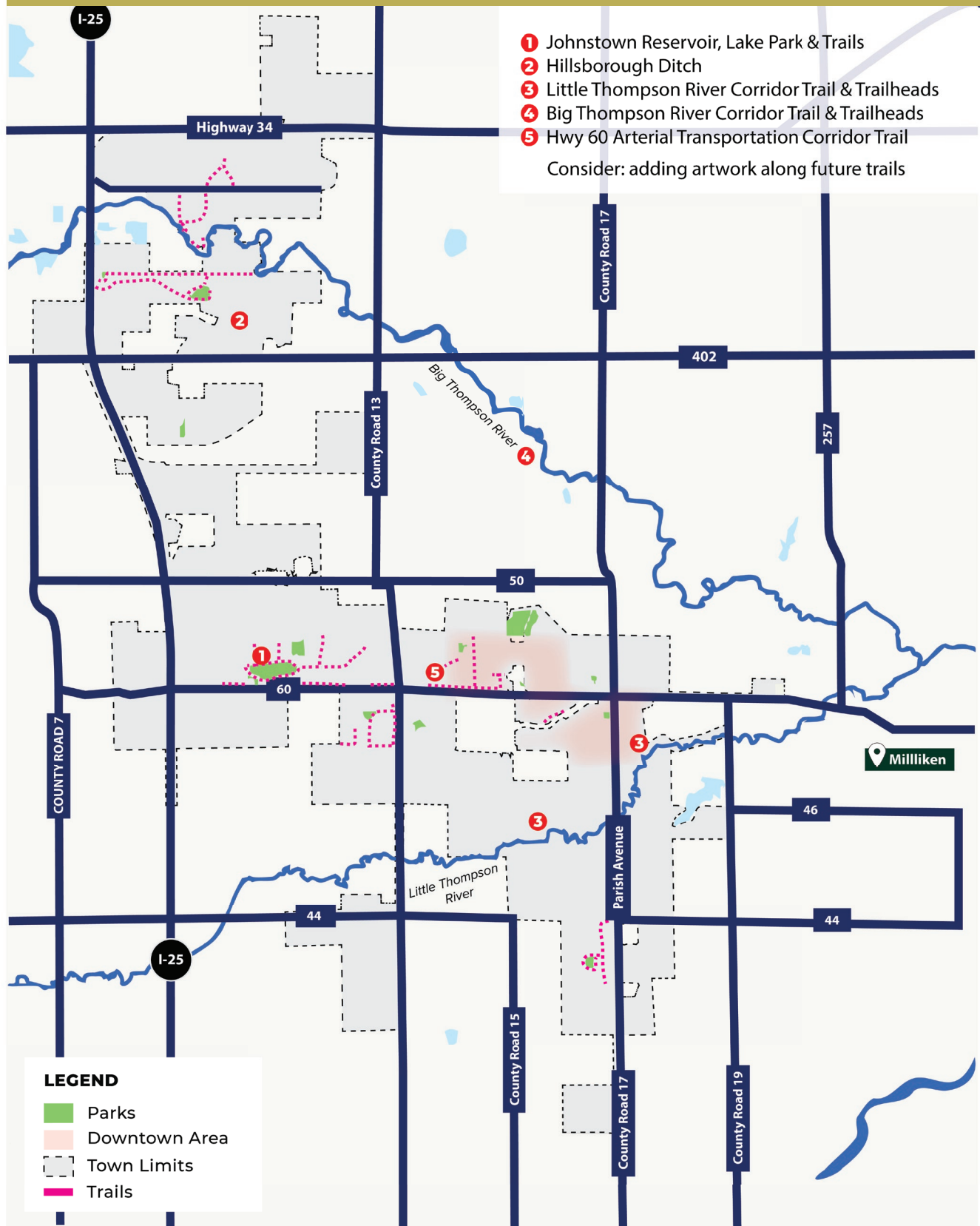


PUBLIC ART TYPOLOGIES

Encourage exploration, Eco-art, trail markers and viewing areas



EMBRACE THE OUTDOORS, TRAILS AND OPEN SPACES: POTENTIAL PUBLIC ART LOCATIONS





Public-Private Partnerships and Developer Engagement

As Johnstown grows, the public art program can play a role in enhancing connectivity between newer communities and developments with existing historic neighborhoods and business centers. Through building relationships with developers, ideally early in the planning and design process, the Town can encourage and incentivize the incorporation of public art into new residential, commercial, and mixed-use projects. It is important that public art be spread out to benefit all corners of the community, enhancing the character and value of all neighborhoods and developments.

While the specifics for future developments are unknown at this point, it is important that this plan creates an overall, general, flexible framework to support and encourage developer participation in the new public art program. Suggested Public Art In Development Guidelines are outlined below and can be further refined and honed as the Town establishes its new public art program and best practices for developer involvement.

PUBLIC ART IN DEVELOPMENT GUIDELINES - THE BASICS

Every development project will bring its own unique opportunities for incorporating public art. Whether it is a small retail or restaurant or a larger mixed-use development, including public art can help create lively and connected public spaces. Rather than providing prescriptive rules, these guidelines intend to provide inspiration and motivation around the inclusion of public art, and Town staff will assist with different options for specific project opportunities and circumstances.

STAFF ASSISTANCE MAY INCLUDE:

- **Explanation** of how public art can add value and distinction to a development and engage future visitors/residents.
- **Advice** on themes, art typologies and selection criteria based upon those in this plan.
- **Guidelines** on public art investment levels based on the size of the development.
- **Guidelines** for placement of art in private parks or public plazas created by a development to create safe, easily maintained and accessible art installations.
- **Guidelines** for types of artwork that may be appropriate at a selected site, whether it is a park, a seating area or other public sites.
- **Rosters** of local artists who could be commissioned to create artwork, assisting developers in procuring artwork.

It is Johnstown's intention that public art helps create a sense of place and the inclusion of public art in developments not be perceived as an added burden but as a meaningful and attractive option that benefits both the developer and the community.



Public Art Program Foundations

Establishing a new public art program from the ground up can be a relatively simple and linear process, and the speed of progress will vary based on the amount of staff time and funding available. The recommended steps toward building a robust and respected program follow in this section.

1. ESTABLISH A PUBLIC ARTS COMMITTEE

The role of a Public Art Committee is twofold. First, this group will be tasked with overseeing the public art program, including decisions on yearly priorities for expenditures of public art funding, and overseeing the selection of permanent and temporary artwork for the Johnstown collection. Second, this group will act as ambassadors for the program when out in the community. They will be public art's biggest boosters. Any public art program is only as strong as its leadership, and this group needs to be clear in its mission and able to volunteer enough time to support and oversee the program. More information about the makeup and duties of this group is available in the Public Art Policies.

2. APPOINT JOHNSTOWN STAFF TO OVERSEE THE PROGRAM

Simultaneous with the establishment of the Public Art Committee, the Town will need to appoint staff to manage the program. Depending on the slate of projects that the program has decided to take on, this could range from a staff liaison who dedicates a portion of their time for this work, or up to a full-time employee.

3. ESTABLISH CLEAR GUIDELINES FOR PUBLIC ART PROGRAM

- a. **Funding and Contracting Guidelines:** With the assistance of the Town's procurement and legal staff, the public art staff liaison should determine correct procedures for funding art projects as well as contracting with artists. In particular, public art contracts must consider the Visual Artists Rights Act of 1990 as it applies to each individual project.
- b. **Further Develop Public Art Policies:** A framework draft of Public Art Policies has been provided to the Town. These will be vetted and edited by the Town as the program evolves to meet the particular needs of Johnstown.
- c. **Establish a Developer Incentive Program:** If desired, a more formalized developer incentive program for public art can be drafted and discussed with the planning department and the developer community. The goal is to find appropriate incentives to encourage private developers to consider investing in public artwork in their new developments, and to make sure that artwork fits within the overall development goals of the community and this Public Art Plan.

4. CREATE A 1 YEAR DEMONSTRATION PROJECT

Begin implementing this plan by:

- a. Identify a key project and location
- b. Designate staff time
- c. Appoint an art committee to oversee the artist selection and project
- d. Establish selection criteria and budget
- e. Select an artist through methods outlined in the public art program policies
- f. Contract with selected artist and manage the project
- g. Pilot the public art program policies and refine

SUGGESTED SLATE OF PROJECTS

Year 1

Demonstration Project

Letford Park: interactive and playable art as well as augmentation of the plaza area around the existing replica of the Statue of Liberty.

Years 2-3

Senior Center: Interior mural or suspended art, integrated glass, or playable artwork.

Roundabout at intersection of Colorado Boulevard and Roosevelt Parkway: lighted sculptural element(s) to add visual marker at the entrance to Roosevelt High School.

Years 4-5

Parish Park: artwork to add visual interest and engagement in this Downtown community park.

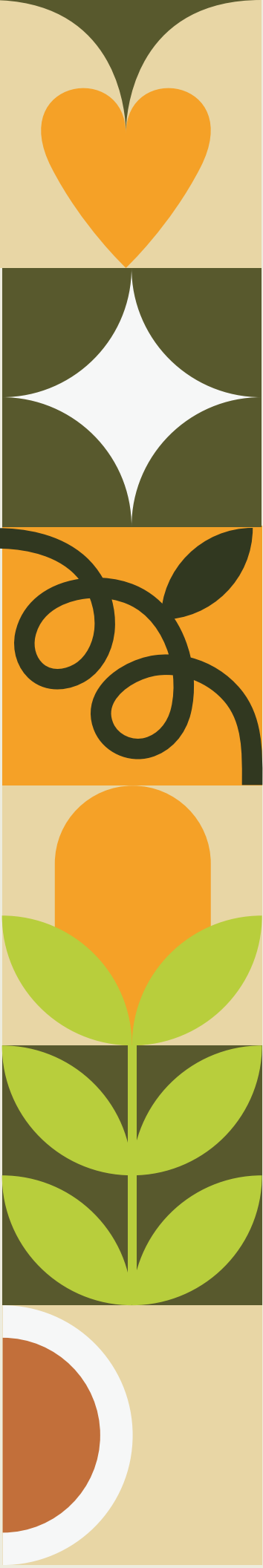
Eddie Aragon Park and/or Parish Avenue: artist-designed play area and interactive features.

5+ Years

Centennial Park: Gathering and seating area with artwork, sculpture path/park

Gateway artwork: West main entrance at I25/State Hwy 60

Gateway artwork: East entrance to town at State Hwy 60/Milliken
New Police Facility





Johnstown PUBLIC ART PLAN

The Town of Johnstown

Johnstown Public Art Plan

Presentation to Town Council

July 20, 2026
ThereSquared LLC
Stilwell Consulting LLC

**Johnstown
PUBLIC ART PLAN**

In what ways do you think public art could add value to our Johnstown community?
Drop up to 3 tokens to show which statements you think best complete this sentence:

“Public art can...
(choose 3)

**Johnstown
PUBLIC ART PLAN**

In what ways do you think public art could add value to our Johnstown community?
Drop up to 3 tokens to show which statements you think best complete this sentence:

Public art can...

1. add color and interest to our town
2. indicate our unique character
3. provide a sense of place
4. make people feel safe
5. provide community place
6. show we value art and creativity

Planning Process Review

Key Findings Summary

Vision, Mission & Guiding Principles

Key Public Art Themes

Potential Locations

Council Discussion

Planning Process Review

Research & Discovery

- Benchmarking
- Alignment with Existing Town Plans
- Tour, Existing Public Art

Engagement

- Steering Committee Workshops
- Stakeholder Interviews
- Community Events
 - Trick or Treat
 - Johnstown Jingle
- Community Survey
- Focus Groups: Library Board, JDDA, Historical Society
- Internal Mapping Charrettes



Key Findings Summary

Johnstown is rooted in its rural, agriculture heritage.

Johnstown is growing and evolving rapidly.

Johnstown is actively planning and investing for success and sustainability.

Johnstown is committed to placemaking to connect the community.

Johnstown values its family-friendliness, local history, and sense of community.

Johnstown appreciates the arts & believes that public art adds value to a community.



VISION

Johnstown's public art program reflects its distinctive identity and celebrates the community's proud agricultural heritage, its welcoming family-friendly atmosphere, and local values. Through inspiring, engaging, and creative works, our public art will create shared experiences and memorable spaces that bring neighborhoods together across Johnstown's evolving landscape.

MISSION

The Johnstown Public Art Program plans, funds, commissions, installs, and maintains public art in collaboration with residents, partners, and developers. Through clear policies and responsible management, the program creates meaningful, accessible, and well-managed public art, community spaces, assets, and experiences.



Public Art Program Guiding Principles

Community-Centered

Celebration of Local Identity

Distinctiveness

Inclusive and Accessible

Placemaking and Connectivity

Community Engagement

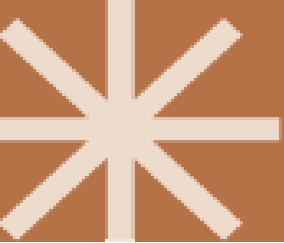
Partnerships and Collaboration

Responsible and Sustainable

PUBLIC ART THEME 1

CONNECT THE COMMUNITY: Art-anchored gathering spaces and destinations





PUBLIC ART THEME 2

CELEBRATE JOHNSTOWN HISTORY AND CULTURE: Commemoration, history, and storytelling



PUBLIC ART THEME 3

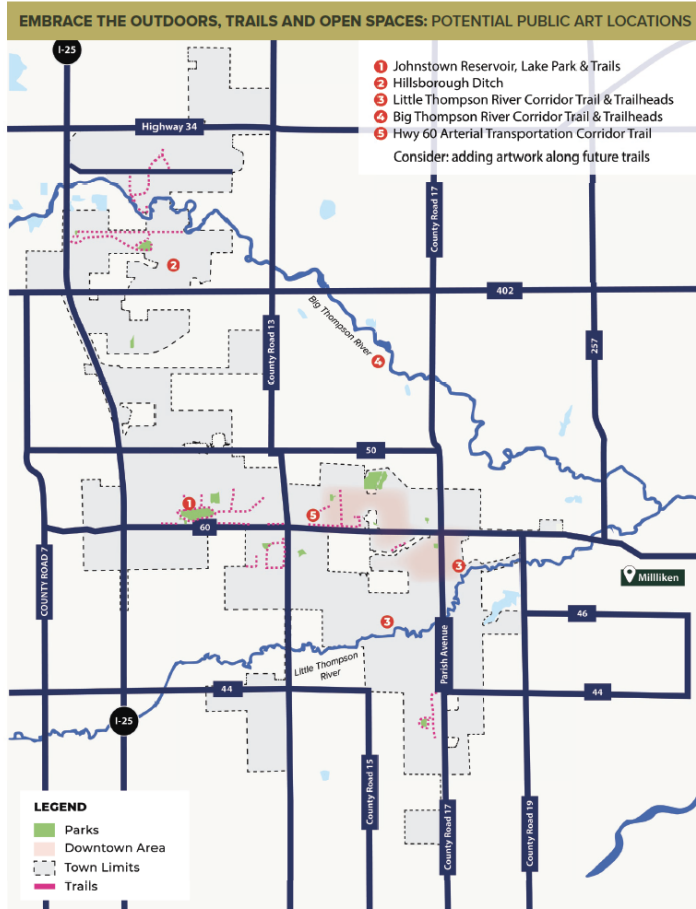
EXPRESS JOHNSTOWN'S UNIQUE IDENTITY:
Signature artwork, unique gateways, and streetscapes



PUBLIC ART THEME 4

EMBRACE THE OUTDOORS, TRAILS, AND OPEN SPACES:
Encourage exploration, mark trails, and create viewing areas





Potential Art Locations



Each Theme has a corresponding map with suggested art locations

Overall:

- Spread artwork throughout the community.
- Art as a visual unifier for community; bridge divide between downtown area and newer sections of town.
- Contextual and rooted in the community.

Public Art Program Establishment

➡ Adopt Plan and Announce Program

➡ Establish Cultural Commission

➡ Establish Project & Location Priorities

➡ Announce Pilot Project?

➡ Yearly Progress Updates and Measures of Success

Questions?



there

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Jill Stilwell

Jill@stilwellculturalconsulting.com



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Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: July 20, 2026

Subject: Whitehall Filing No. 2 Preliminary Plat and Rezone

Attachments:

1. Vicinity Map for Whitehall Filing No. 2
2. Resolution 2026-35: Whitehall Filing No. 2 Preliminary Plat
3. Preliminary Plat for Whitehall Filing No. 2
4. Ordinance 2026-294: Whitehall Filing No. 2 Rezone
5. Rezone Plat for Whitehall Filing No. 2
6. Staff Presentation for Whitehall Filing No. 2

Presented by: Aubree Flores, Planner

Agenda Item Description:

Project Type:

The Rezone and Preliminary Plat applications were applied for concurrently and reviewed for compliance with the Town of Johnstown Land Use and Development Code. The process outlined below is consistent with the requirements for both the Rezone and the Preliminary Plat in Article 2 of the Land Use and Development Code.

- Pre-application meeting: August 2025
- Application submittal: November 3, 2025
The following public hearings will concern both the Rezone and Preliminary Plat applications.
- Planning and Zoning Commission hearing: July 8, 2026
- Town Council hearing: July 20, 2026
- Town Council 2nd reading of ordinance: August 3, 2026

Public notice for the Town Council hearing was published in the Johnstown Breeze on June 25, 2026. Mailed notice was also provided to all property owners within 800 feet of the subject property, including a project map and hearing information.

Background and History:

The subject property was annexed into the Town of Johnstown through the Whitehall Annexation in 2021 (Ordinance No. 2021-209; Weld County Reception No. 4827097). At the time of annexation, Ordinance No. 2021-210 zoned the property Planned Unit Development - Mixed Use (PUD-MU).

In 2021, Whitehall Filing No. 1 Final Subdivision Plat was approved via Resolution No. 2021-44 and recorded under Weld County Reception No. 4835732. This subdivision created a separate parcel for Roosevelt High School.

Site Data:

Within the Town of Johnstown Comprehensive Plan Future Land Use Map, the eastern portion of the site is designated Medium Density, which supports the proposed R-3, MU-NC, and MU-RC zoning districts in that area. The western portion is designated Low Density, which is consistent with the proposed R-2 zoning district. The proposed zoning and Preliminary Plat are also consistent with the Town's planned transportation and trail network, including an east–west trail through the site that will provide connectivity to Roosevelt High School and surrounding development areas. In conclusion, the Rezone and Preliminary Plat applications align with Goal L1 of the Comprehensive Plan, which seeks to ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents.

Surrounding Land Uses:

North: Clearview PUD - Residential within the Town of Johnstown

West: Unincorporated Weld County agricultural land

East: Granary PUD - Residential within the Town of Johnstown

South: Unincorporated Weld County agricultural land

Project Summary:

The applicant is requesting approval of both a Rezone and a Preliminary Plat for the property known as Whitehall. Staff has reviewed both applications for consistency with the Town of Johnstown Land Use and Development Code and the Comprehensive Plan and finds them consistent with the applicable standards.

The Preliminary Plat proposes the subdivision of the 163.34-acre property into seven (7) tracts, two (2) outlots, and the associated public right-of-way. The property is located in the southeast quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, generally situated north of Weld County Road 46, west of Colorado Boulevard, south of the Clearview neighborhood, and east of unincorporated Weld County.

The proposed subdivision will establish tracts to be further refined through future Final Plat applications, which will be subject to approval by Town Council. The outlots are intended to accommodate open space, drainage, detention, and utility infrastructure, while the proposed right-of-way will provide permanent access to and through the property.

The following provides staff findings addressing the criteria for a Preliminary Plat pursuant to 17-2-2.D of the Land Use and Development Code.

- a. *The application is in accordance with the Comprehensive Plan, and in particular, the physical development patterns and concepts of the plan.*

The application is in compliance with the Town of Johnstown Comprehensive Plan, particularly the development patterns and concepts related to planned residential and mixed-use development, transportation connectivity, and neighborhood-scale design.

- b. *The development and infrastructure are arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.*

The development and infrastructure are arranged to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, and other natural features to the extent applicable to the site. No significant constraints have been identified that would prevent

development in the proposed configuration.

- c. *The arrangement and proposed design of streets, open spaces, and blocks meet the development and design standards of this code and are coordinated with existing or potential development on adjacent property.*

The arrangement and proposed design of streets, open space, and blocks meet applicable development and design standards and are coordinated with existing and future development on adjacent properties, including connections to surrounding residential and agricultural areas.

- d. *The proposed blocks and lots are capable of meeting all development and site design standards of the applicable zoning district.*

The proposed blocks are capable of meeting all development and site design standards of the applicable zoning districts, which will be further reviewed at the time of Final Plat and site-specific development applications.

- e. *The application demonstrates preliminary feasibility of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.*

The application demonstrates preliminary feasibility of meeting design, construction, performance, and maintenance requirements for required improvements, including streets, utilities, drainage, and open space infrastructure.

- f. *Phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.*

Future development will continue to be refined through subsequent Final Plat applications, which will establish timing, infrastructure sequencing, and amenities.

- g. *Any impacts identified by specific studies or technical reports, including a review of stormwater, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.*

Any impacts identified through technical reports, including stormwater analysis, are proposed to be mitigated through engineering review, ensuring long-term function of the development.

- h. *The design does not impede the construction of anticipated or planned future public infrastructure or other development within the area.*

The design does not hinder the construction of planned or anticipated public infrastructure, including transportation and trail connections identified in the Town's long-range planning documents.

- i. *The plat has addressed issues of professional staff or any other public entity or review agencies asked to officially review the preliminary plat and received positive recommendations.*

The application has been reviewed by Town staff and applicable review agencies, and the required revisions have been made to ensure compliance with Town standards.

The Change of Zone request seeks to rezone the property from PUD-MU (Planned Unit Development – Mixed Use) to R-2 (Residential), R-3 (Residential), MU-NC (Mixed Use Neighborhood Commercial), and MU-RC (Mixed Use Regional Commercial), as shown on the Rezone Plat. The proposed zoning framework establishes a mix of residential and commercial districts intended to support future development consistent with the Whitehall property's long-term vision and surrounding land use context.

The proposed zoning designations on the plat include:

- Parcel 1: R-2, Mixed-Density Neighborhood
- Parcel 2: R-3, High-Density Neighborhood
- Parcel 3: MU-NC, Mixed Use Neighborhood Commercial
- Parcel 4: MU-RC, Mixed Use Regional Commercial

Parcel 1: R-2, Mixed-Density Neighborhood

The R-2 zoning district proposed on the western portion of the site is described in the Land Use and Development Code as "provid[ing] residential living (range of small-scale residential building types) in compact, walkable neighborhood settings, allowing a mix of housing unit options, and integration or transition to complementary and supporting non-residential uses." This district is well-suited for an area next to Roosevelt High School and future mixed-use development. The district supports a variety of housing types that can accommodate residents in different stages of life while promoting a pedestrian-oriented environment. Its emphasis on compact development patterns encourages shorter travel distances between homes, schools, parks, and neighborhood amenities, helping create a connected and walkable community.

Parcel 2: R-3, High-Density Neighborhood

The R-3 zoning district proposed on the central portion of the site is described in the Land Use and Development Code as "provid[ing] residential living (small- or large-scale residential building types) in a moderate- to high-density pattern in suburban areas or walkable neighborhoods." This district is appropriate for serving as a transition between the lower-density R-2 neighborhood and the mixed-use commercial areas. The increased residential density supports nearby commercial uses by providing a larger customer base within walking distance while also encouraging alternative modes of transportation. Residents will have convenient access to goods, services, and employment opportunities without relying solely on vehicles, supporting the creation of a more connected and walkable neighborhood.

Parcel 3: MU-NC, Mixed Use Neighborhood Commercial

The MU-NC district proposed on the southeastern portion of the site is described in the Land Use and Development Code as "provid[ing] for small-scale and low-intensity uses that complement, support, and are integrated into surrounding neighborhoods and other higher-intensity commercial areas." This district is intended to provide neighborhood-serving commercial uses that can be easily accessed by nearby residents. By locating small-scale retail, dining, service, and office uses within close proximity to residential neighborhoods, the district encourages walking and bicycling for daily needs.

Parcel 4: MU-RC, Mixed Use Regional Commercial

The MU-RC zoning district proposed on the northeastern portion of the site is described in the Land Use and Development Code as "provid[ing] for small-scale and low-intensity uses that complement, support, and are integrated into surrounding neighborhoods and other higher-intensity commercial areas." The district is intended to accommodate larger-scale commercial development that serves both nearby residents and the broader community. Since it will be located near residential neighborhoods and connected through sidewalks and trails, the district can provide opportunities for residents to access shopping, dining, and services without traveling long distances by vehicle. The proximity of higher-density residential development to commercial destinations supports a walkable mixed-use environment and advances the Town's goal of creating interconnected neighborhoods where daily needs can be met close to home.

The following provides staff findings addressing the criteria for a Rezone pursuant to 17-2-3.B of the Land Use and Development Code.

1. *The rezone furthers one or more of the purposes of these regulations in § 17-1-3, and on balance any purposes that may be undermined are outweighed by the benefits of those purposes it furthers.*

The proposed rezoning from PUD-MU to R-2, R-3, MU-NC, and MU-RC replaces a PUD designation that does not include specific development standards. The proposed zoning districts establish clear, enforceable development regulations consistent with the Land Use and Development Code and support predictable long-term land use outcomes.

2. *The proposal is consistent with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.*

The subject property is designated Medium Density and Low Density within the Comprehensive Plan Future Land Use Map. The proposed R-3, MU-NC, and MU-RC districts are consistent with the Medium Density designation, which contemplates a mix of residential densities and neighborhood-serving commercial uses. The proposed R-2 district is consistent with the Low Density designation. Overall, the proposal is consistent with the goals, policies, and land use framework of the Comprehensive Plan.

3. *The change is consistent with the intent of the proposed zoning district, specifically considering: a. The design of streets, civic spaces and other open space; b. The pattern, scale, and format of buildings and sites; and c. The compatibility and transition with other complementary uses and development in the vicinity.*

The proposed rezoning is consistent with the intent of the applicable zoning districts as follows:

- a. The proposal incorporates planned circulation improvements and an east–west trail corridor, including a ditch alignment intended for future multi-use trail integration.
- b. The zoning framework establishes a logical progression of intensity from residential to commercial uses across the site.
- c. The proposed districts provide appropriate transitions between Roosevelt High School, the Clearview neighborhood, the Colorado Boulevard corridor, and adjacent unincorporated Weld County lands.

4. *The change is necessary for at least one of the following reasons: a. There has been a material change in the character of the area or in the Town generally, such that the proposed rezone is in the public interest. B. The change will serve a community need or*

provide an amenity or benefit to the surrounding area that was not anticipated at the time of the initial zoning.

Since annexation, the surrounding area has experienced change, including the development of Roosevelt High School and continued residential growth. These conditions support implementation of standard zoning districts. The proposed rezoning provides greater regulatory clarity and improved alignment with the Comprehensive Plan compared to the existing PUD designation.

5. *The Town or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.*

The Town of Johnstown and utility providers have the ability to serve the subject property. Service capacity and infrastructure have been evaluated through the review process and coordination with referral agencies.

6. *Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design, and engineering practices or are outweighed by broader public benefits to the surrounding community.*

Potential impacts associated with future development, including traffic, infrastructure demand, and land use compatibility, are addressed through zoning standards and engineering requirements. Planned roadway and trail improvements further support mitigation. Any remaining impacts are outweighed by the broader public benefits of the proposed development framework.

7. *If owner-initiated, at least two-thirds of the subject property owners within the change of zone boundary have signed the application.*

The application is owner-initiated and meets the ownership requirements in this section of the Land Use and Development Code.

8. *If owner-initiated, the subject property has not been included in a rezone action in the prior 12 months, with the exception of property in the H-A zoning district which was established concurrent with annexation.*

The subject property has not been included in a rezoning action within the previous twelve (12) months.

9. *The recommendations of any professional staff and advisory review bodies have been considered.*

The application has gone through three technical review cycles with Town staff, referral agencies, utilities, and ditch companies. All comments related to the Rezone and Preliminary Plat have been addressed through revised submittals.

Neighborhood Meeting:

A neighborhood meeting for the Whitehall Rezone and Preliminary Plat was held on May 12, 2026, at the Johnstown YMCA. The meeting began at 6:30 pm and there were 15 participants, including 8 residents, 3 Town staff members, and 4 applicant representatives. The meeting consisted of a presentation on the proposed rezoning, the preliminary plat, transportation improvements, and utility infrastructure. During the question and answer portion of the meeting, residents raised concerns regarding road phasing, traffic impacts, utility extensions, future land uses, football stadium noise,

housing projections, and access along CR 46.

Before the neighborhood meeting, notice was mailed to all property owners within 800 feet of the subject property 10 days in advance. The notice included a description of the application and a vicinity map. Notice of the meeting was also published in the Johnstown Breeze and posted on the subject property in three separate locations to provide the public awareness of the development and meeting details.

Planning and Zoning Commission:

On July 8, 2026, the Town's Planning and Zoning Commission held a public hearing and voted unanimously (7-0) to recommend approval of the proposed Preliminary Plat and Rezone, provided the Rezone had the following revisions. Specifically, the Commission recommended approval of Mixed-Density Neighborhood (R-2) zoning for a total of 107.65 acres of the Property and Mixed Use Neighborhood Commercial (MU-NC) zoning for a total of 69.44 acres. This recommendation included changing the applicant's proposed High Density Neighborhood (R-3) zoning for 27.24 acres to Mixed-Density Neighborhood (R-2) and changing the proposed Mixed Use Regional Commercial (MU-RC) zoning for 25.38 acres to Mixed Use Neighborhood Commercial (MU-NC). All seven commissioners in attendance voted in favor of the recommendation.

Strategic Plan Alignment:

Healthy & Resilient Economy

- Support the local labor market and work with partners to grow diverse employment opportunities.

Natural & Built Environment

- Invest in, enhance, and conserve our natural environment.
- Set the expectation and provide support for community-centered design.
- Support a broad range of housing options.

Quality Infrastructure & Facilities

- Ensure future infrastructure and facilities are sustainable, resilient, and aligned with community growth.

Legal Advice:

The Town Attorney drafted the Resolution for the Preliminary Plat and the Ordinance for the Rezone.

Financial Advice:

N/A

Recommended Action:

Staff recommends Town Council approve the Whitehall Filing No. 2 Preliminary Plat as presented. Staff recommends approving the Rezone with the conditions recommended by Planning and Zoning Commission.

Suggested Motions:

Whitehall Filing No. 2 Preliminary Plat:

For approval: I move to approve Resolution 2026-35 for the Whitehall Filing No. 2 Preliminary Plat as presented.

For denial: I move to deny Resolution 2026-35 for the Whitehall Filing No. 2 Preliminary Plat as presented.

Approval with conditions: I move to approve Resolution 2026-35 for the Whitehall Filing No. 2 Preliminary Plat with the following conditions...

Whitehall Filing No. 2 Rezone:

For approval: I move to approve Ordinance 2026-294 for the Whitehall Filing No. 2 Rezone as presented.

For denial: I move to deny Ordinance 2026-294 for the Whitehall Filing No. 2 Rezone as presented.

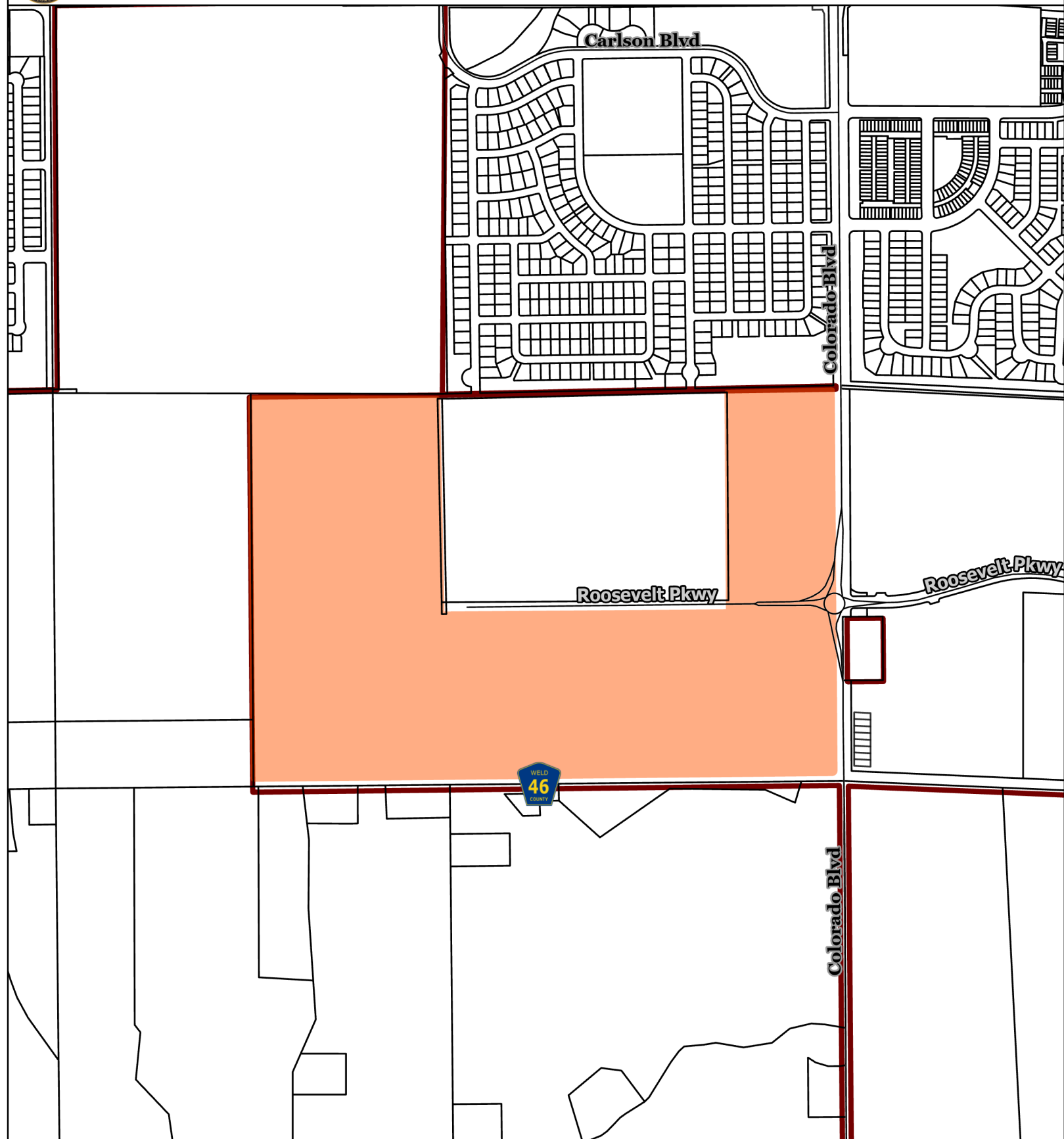
Approval with conditions: I move to approve Ordinance 2026-294 for the Whitehall Filing No. 2 Rezone with the following conditions...

- Property shown as R-3 will be R-2
- Property shown as MU-RC will be MU-NC

Reviewed and Approved for Presentation

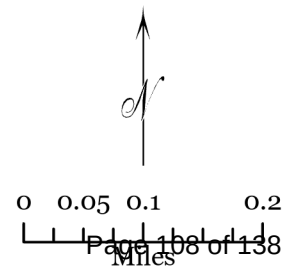


Town Manager



Whitehall Prelim Plat and Rezone

Author: GIS Admin
Organization Name: Town of
Johnstown
Scale: 1:10,185
Date Exported: 6/26/2026 8:10 AM
Map Location: J:
\\GIS\\ArcGISProProjects\\VicinityMaps
- See S Drive - GIS
Credits :



TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2026-35

APPROVING THE PRELIMINARY PLAT FOR WHITEHALL SUBDIVISION FILING NO. 2, BEING A REPLAT OF TRACTS A, B AND C OF WHITEHALL SUBDIVISION FILING NO. 1, LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 163.35 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, Whitehall Development Partners, LLC, a Colorado limited liability company, on behalf of Eleven, LLC, a Colorado limited liability company, the property owner, submitted an application to the Town for approval of a Preliminary Plat for Whitehall Subdivision Filing No. 2, being a replat of Tracts A, B and C of Whitehall Subdivision Filing No. 1, located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 163.35 acres; and

WHEREAS, on July 8, 2026, the Planning and Zoning Commission held a public hearing and recommended approval of the Preliminary Plat for Whitehall Subdivision Filing No. 2; and

WHEREAS, on July 20, 2026, the Town Council held a public hearing concerning approval of the Preliminary Plat for Whitehall Subdivision Filing No. 2, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Plat for Whitehall Subdivision Filing No. 2 is consistent with the Town’s Comprehensive Plan and meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, Town Council desires to approve the Preliminary Plat for Whitehall Subdivision Filing No. 2.

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

Section 1. Recitals: The foregoing recitals are affirmed and incorporated herein.

Section 2. Preliminary Plat Approval: The Preliminary Plat for Whitehall Subdivision Filing No. 2, being a replat of Tracts A, B and C of Whitehall Subdivision Filing No. 1, located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of

Colorado, consisting of approximately 163.35 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 3. Execution: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat for Whitehall Subdivision Filing No. 2.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2026.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Meghan Martinez, Town Clerk

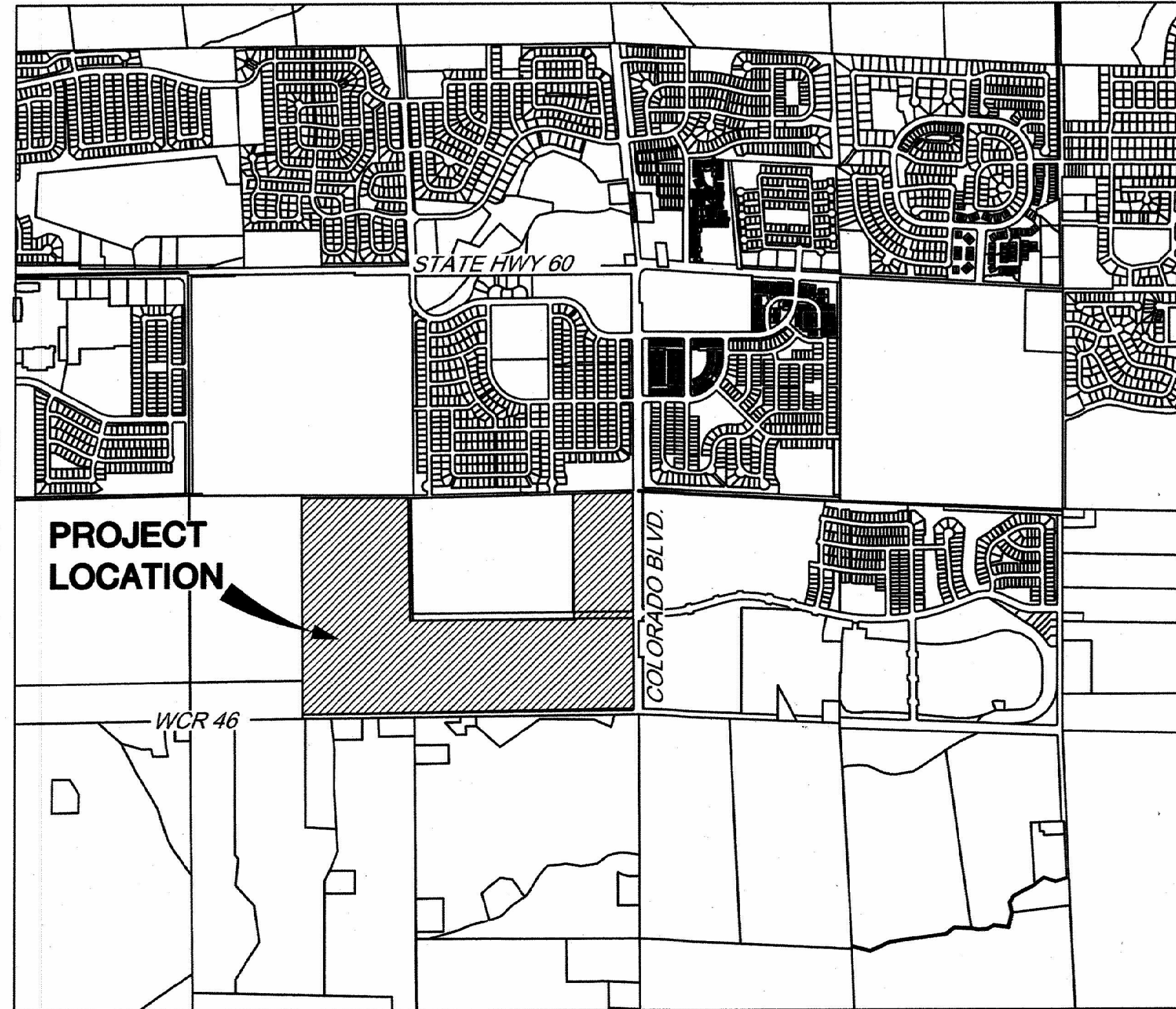
By: _____
Michael P. Duncan, Mayor

EXHIBIT A
PRELIMINARY PLAT

WHITEHALL SUBDIVISION FILING NO. 2

PRELIMINARY PLAT - REPLAT OF TRACTS A, B & C OF WHITEHALL SUBDIVISION FILING NO. 1

LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

OWNER:
ELEVEN, LLC
6715 COUNTY ROAD 50
JOHNSTOWN, CO 80534

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

SURVEYING:
MAJESTIC SURVEYING, LLC
1111 DIAMOND VALLEY DR., SUITE #104
WINDSOR, CO 80550
(970) 883-5698

BASIS OF BEARING STATEMENT

ASSUMING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AS SHOWN ON THIS DRAWING, AS BEARING S 89°25'38" W, BEING A GRID BEARING OF THE COLORADO STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2650.83 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

SURVEYOR CERTIFICATE:

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

DATED THIS _____ DAY OF _____, 20____.

STEVEN PARKS
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38348



DEDICATION & ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF JOHNSTOWN, OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SUCH LAND TO BE SURVEYED AND SUBDIVIDED INTO OUTLOTS, TRACTS, AND STREETS AND TO THE EXTENT APPLICABLE DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN FOREVER ALL STREETS, ALLEYS, AND UTILITY EASEMENTS, IF ANY, AS INDICATED HEREON UNDER THE NAME OF WHITEHALL SUBDIVISION FILING NO. 2, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT. IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

OWNER: ELEVEN, LLC

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

THE 8th DAY OF July, 2026

Abraham Sauer Owner
NAME TITLE SIGNATURE

NOTARIAL CERTIFICATE

STATE OF Colorado

COUNTY OF Larimer

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY Abraham Sauer

THIS 8th DAY OF July, 2026

MY COMMISSION EXPIRES 6/10/28

NOTARY PUBLIC Joanne R. Phillips



LEGAL DESCRIPTION

A REPLAT OF TRACTS OF LAND IN THE TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; SITUATE IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS A, B, AND C, WHITEHALL SUBDIVISION FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2022 AT RECEPTION NO. 4835732, EXCEPTING THEREFROM THOSE PORTIONS TRANSFERRED IN DEED OF DEDICATION FOR RIGHT OF WAY RECORDED JULY 23, 2025 AT RECEPTION NO. 5042742, COUNTY OF WELD, STATE OF COLORADO.

SAID PARCELS CONTAIN 7,115,521 SQUARE FEET OR 163.35 ACRES AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS NOW OR IN USE OR OF RECORD.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS WHITEHALL FILING NO. 2, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____.

BY: MAYOR — MICHAEL P. DUNCAN

ATTEST: TOWN CLERK

NOTES:

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)
2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESS OR IMPLIED.
3. FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. 100-00506763-201-TH7, AMENDMENT NO. 2 PREPARED BY FIDELITY NATIONAL TITLE ON OCTOBER 22, 2025. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
4. PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08123C1680E, HAVING A MAP EFFECTIVE DATE OF JANUARY 20, 2016, THE SUBJECT PROPERTY IS INDICATED TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY, THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
5. PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
7. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
8. OUTLOTS A & B ARE HEREBY DEDICATED AS A BLANKET ACCESS, UTILITY, IRRIGATION, AND DRAINAGE EASEMENTS. ALL LOCATIONS OF FUTURE UTILITY INFRASTRUCTURE MUST BE APPROVED BY THE OWNER PRIOR TO INSTALLATION.
9. ALL LANDSCAPE SHOWN TO BE CHECKED FOR INTENT WITH FINAL PLAT.
10. OPEN SPACE REQUIREMENTS WILL BE APPLIED PER TRACT FOR PEDESTRIAN OR RECREATIONAL PURPOSES.
11. THE UTILITY EASEMENTS ARE DEDICATED TO THE TOWN OF JOHNSTOWN FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURE, IMPROVEMENTS, OBJECTS, BUILDING, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEE, MAY REMOVE ANY VEGETATION, PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

WHITEHALL SUBDIVISION FILING NO. 2

PLAT COVER

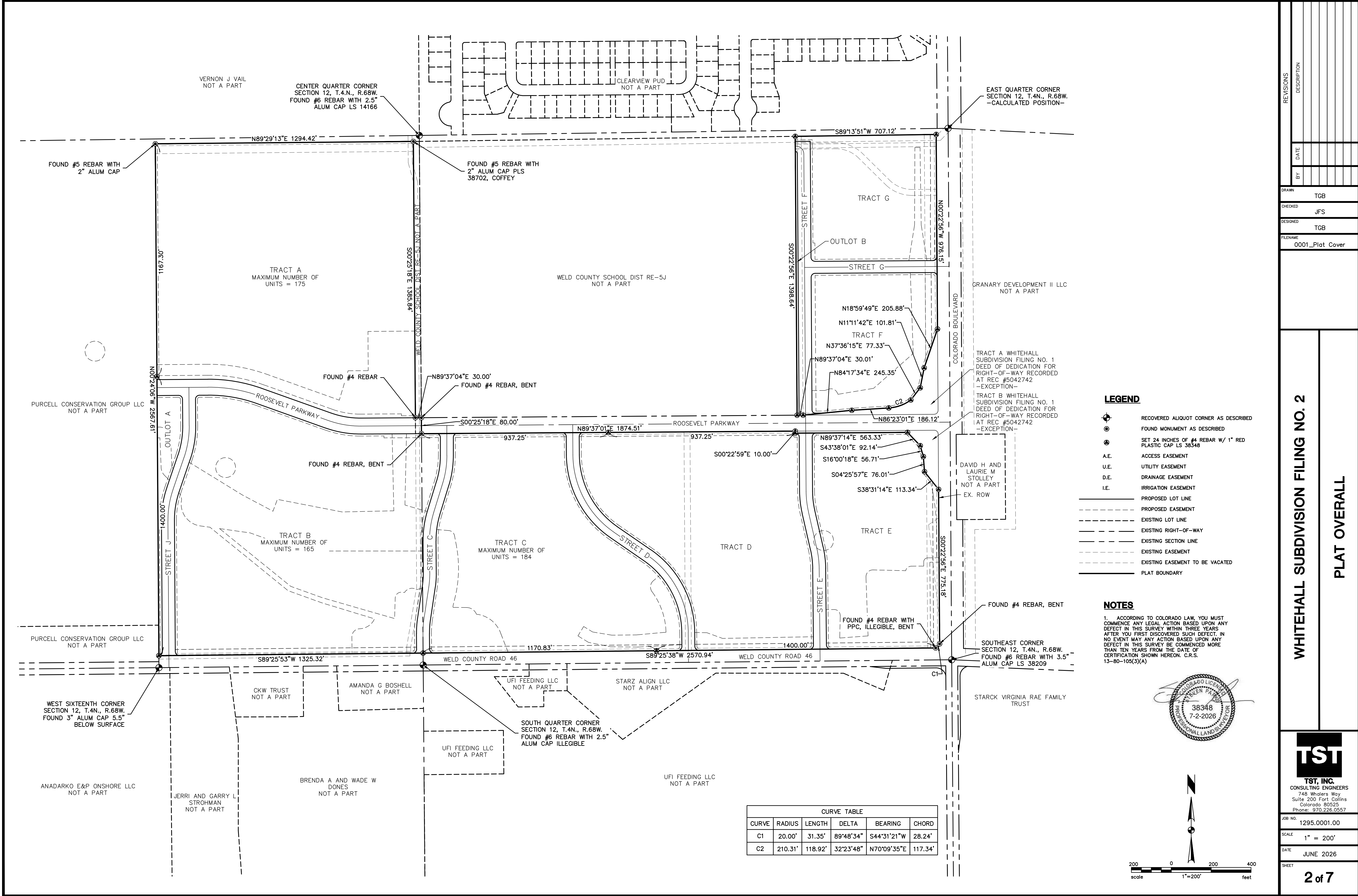


JOB NO. 1295.0001.00

SCALE N/A

DATE JUNE 2026

SHEET 1 of 7



REVISIONS

NO.	DATE	DESCRIPTION

DRAWN

TGB

CHECKED

JFS

DESIGNED

TGB

FILENAME

0001_Plot Cover

WHITEHALL SUBDIVISION FILING NO. 2

PLAT OVERALL

TST

TST, INC.

CONSULTING ENGINEERS

748 Whalers Way

Suite 200 Fort Collins

Colorado 80525

Phone: 970.226.0557

JOB NO.

1295.0001.00

SCALE

1" = 200'

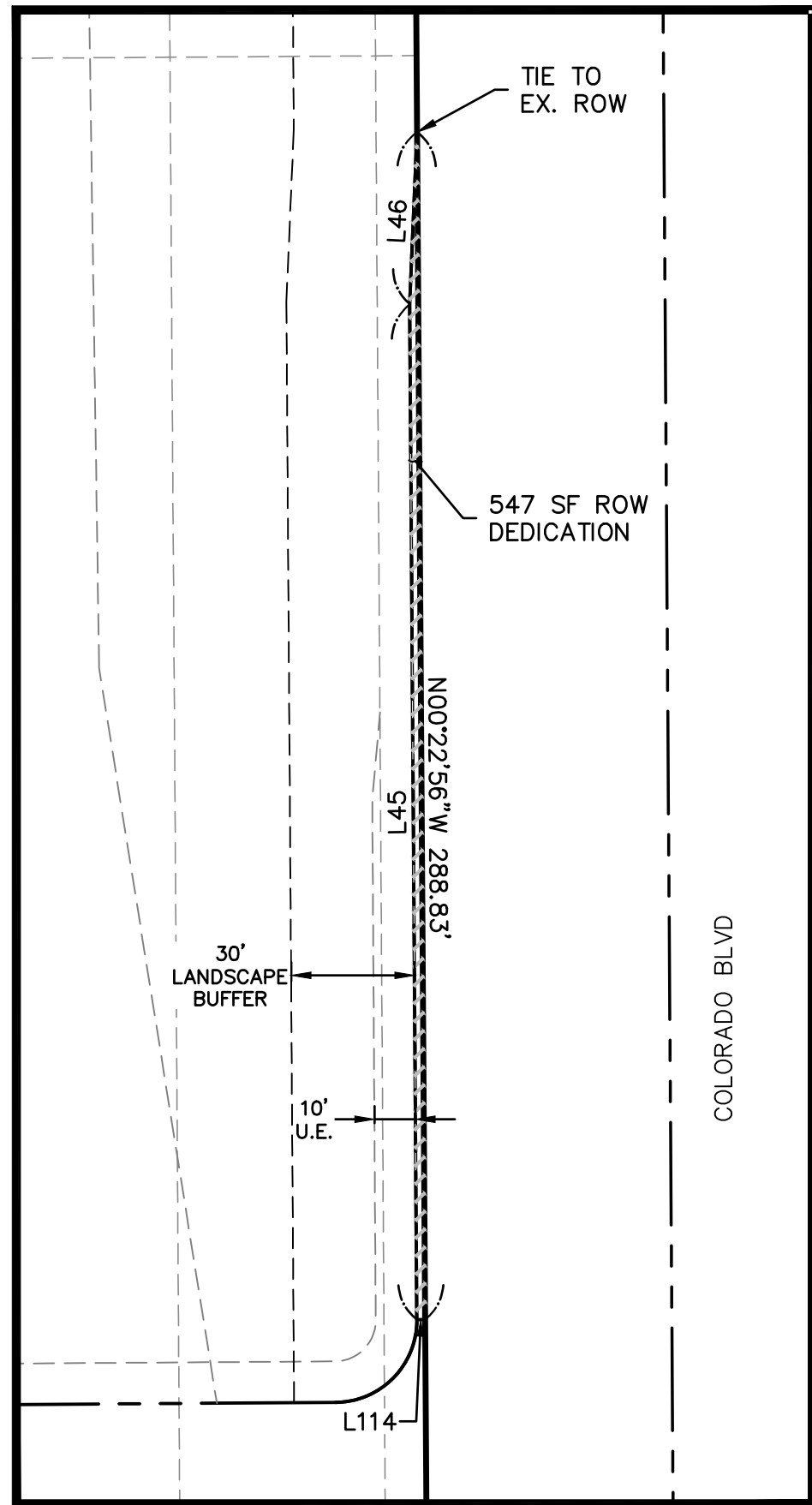
DATE

JUNE 2026

SHEET

2 of 7

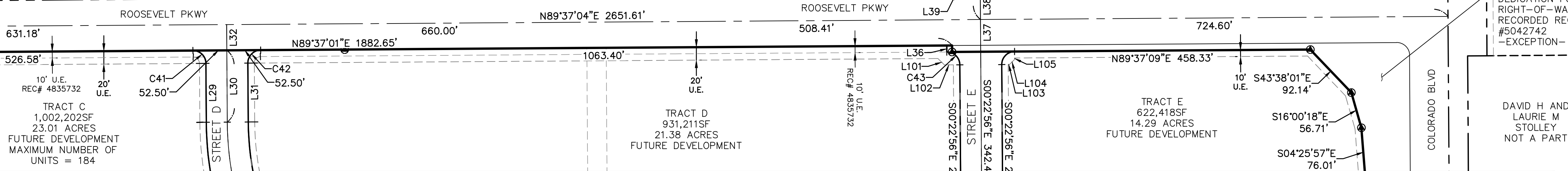
ADDITIONAL RIGHT OF WAY DETAIL VIEW



SEE RIGHT

LOT 1, WHITEHALL SUBDIVISION FILING NO. 1
REC #4835732
WELD COUNTY SCHOOL DIST RE-5J
NOT A PART

LOT 1, WHITEHALL SUBDIVISION FILING NO. 1
REC #4835732
WELD COUNTY SCHOOL DIST RE-5J
NOT A PART



SEE SHEET 6

CLEARVIEW PUD
NOT A PART

EAST QUARTER
CORNER SECTION
12, T.4N., R.68W.
-CALCULATED
POSITION-

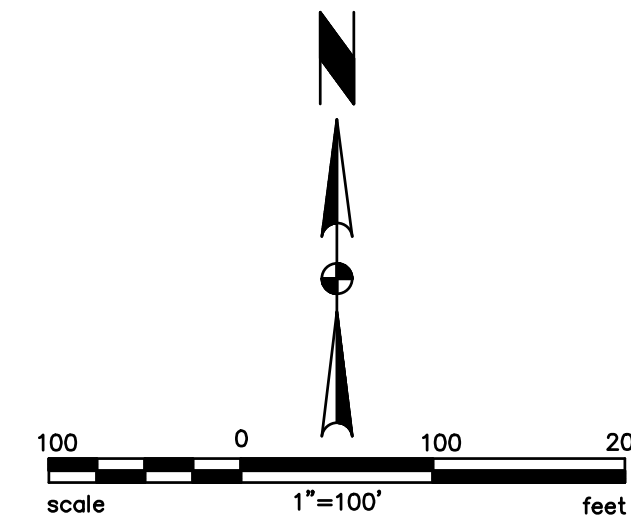
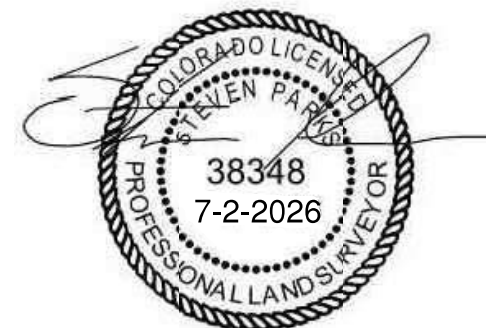
KEY MAP
N.T.S.

LEGEND

- Recovered Aliquot Corner as Described
- Found Monument as Described
- Set 24 inches of #4 rebar w/ 1" red plastic cap LS 38348
- A.E. Access Easement
- U.E. Utility Easement
- D.E. Drainage Easement
- I.E. Irrigation Easement
- Proposed Lot Line
- Proposed Easement
- Existing Lot Line
- Existing Right-of-Way
- Existing Section Line
- Existing Easement
- Existing Easement to be Vacated
- Plat Boundary

NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)



WHITEHALL SUBDIVISION FILING NO. 2

PLAT

TST
TST, INC.

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

JOB NO. 1295.0001.00

SCALE 1" = 100'

DATE JUNE 2026

SHEET

4 of 7

[illegible]

PLAT

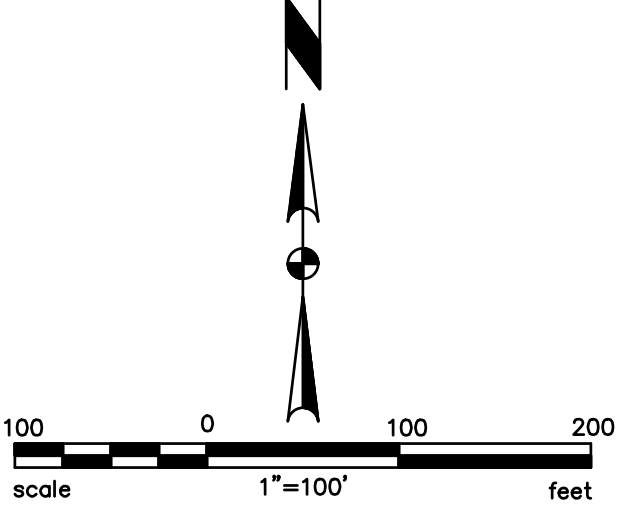


JOB NO.	1295.0001.00
SCALE	1" = 100'
DATE	JUNE 2026
SHEET	5 of 7



	RECOVERED ALIQUOT CORNER AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	SET 24 INCHES OF #4 REBAR W/ 1" RED PLASTIC CAP LS 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
I.E.	IRRIGATION EASEMENT
_____	PROPOSED LOT LINE
-----	PROPOSED EASEMENT
-----	EXISTING LOT LINE
_____	EXISTING RIGHT-OF-WAY
-----	EXISTING SECTION LINE
-----	EXISTING EASEMENT
-----	EXISTING EASEMENT TO BE VACATED
_____	PLAT BOUNDARY

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)



SFF SHEET 4



KEY MA
N.T.S.

REVISIONS DESCRIPTION 	DATE		
	BY		

DRAWN	TGB
CHECKED	JFS
DESIGNED	TGB
FILENAME	0001_Plot

WHITEHALL SUBDIVISION FILING NO. 2

PLAT

TST

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

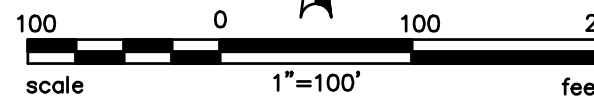
JOB NO. 1295.0001.00

SCALE 1" = 100'

DATE JUNE 2026

SHEET

6 of 7



Page 117 of 138

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	20.00'	28.94'	82°54'19"	S41°01'49"W	26.48'
C2	20.00'	31.47'	90°10'01"	N45°29'44"W	28.32'
C3	507.50'	170.49'	19°14'52"	S9°13'20"W	169.69'
C4	475.00'	159.57'	19°14'52"	N9°13'20"E	158.82'
C5	442.50'	148.65'	19°14'52"	N9°13'20"E	147.95'
C6	442.50'	148.65'	19°14'52"	S9°13'20"W	147.95'
C7	475.00'	159.57'	19°14'52"	N9°13'20"E	158.82'
C8	507.50'	170.49'	19°14'52"	N9°13'20"E	169.69'
C9	20.00'	31.41'	89°58'59"	S45°23'27"E	28.28'
C10	20.00'	31.42'	90°01'10"	N44°36'33"E	28.29'
C11	790.00'	275.76'	20°00'00"	N80°22'56"W	274.36'
C12	750.00'	261.80'	20°00'00"	S80°22'56"E	260.47'
C13	710.00'	247.84'	20°00'00"	S80°22'56"E	246.58'
C14	435.00'	151.84'	20°00'00"	N80°22'56"W	151.07'
C15	475.00'	165.81'	20°00'00"	S80°22'56"E	164.97'
C16	515.00'	179.77'	20°00'00"	S80°22'56"E	178.86'
C17	20.00'	31.55'	90°22'59"	S45°11'30"E	28.38'
C18	20.00'	31.28'	89°37'01"	N44°48'30"E	28.19'
C19	442.50'	131.62'	17°02'32"	S8°31'16"W	131.13'
C20	475.00'	141.29'	17°02'32"	S8°31'16"W	140.77'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	507.50'	150.95'	17°02'32"	N8°31'16"E	150.40'
C22	507.50'	154.68'	17°27'48"	S8°18'38"W	154.08'
C23	475.00'	144.78'	17°27'48"	S8°18'38"W	144.22'
C24	442.50'	134.87'	17°27'48"	N8°18'38"E	134.35'
C25	507.50'	78.72'	8°53'16"	S4°01'22"W	78.65'
C26	475.00'	73.68'	8°53'16"	S4°01'22"W	73.61'
C27	442.50'	73.71'	9°32'39"	N4°19'42"E	73.62'
C28	507.50'	78.73'	8°53'18"	S4°01'21"W	78.65'
C29	475.00'	73.69'	8°53'18"	S4°01'21"W	73.61'
C30	442.50'	68.65'	8°53'18"	N4°01'21"E	68.58'
C31	20.00'	31.36'	89°51'11"	S44°30'18"W	28.25'
C32	20.00'	31.47'	90°09'04"	N45°29'50"W	28.32'
C33	20.00'	31.42'	90°00'00"	S44°25'38"W	28.28'
C34	20.00'	31.42'	90°00'00"	N45°34'22"W	28.28'
C35	442.50'	423.91'	54°53'21"	S28°01'03"E	407.89'
C36	475.00'	455.05'	54°53'21"	S28°01'03"E	437.85'
C37	507.50'	486.18'	54°53'21"	N28°01'03"W	467.80'
C38	507.50'	487.87'	55°04'47"	S27°55'20"E	469.30'
C39	475.00'	456.63'	55°04'47"	S27°55'20"E	439.25'
C40	442.50'	425.39'	55°04'47"	N27°55'20"W	409.19'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C41	20.00'	31.42'	90°00'03"	S45°22'58"E	28.28'
C42	20.00'	31.42'	89°59'57"	N44°37'02"E	28.28'
C43	20.00'	31.42'	90°00'03"	S45°22'51"E	28.28'
C44	718.88'	6.59'	0°31'31"	N11°37'13"W	6.59'
C45	507.50'	110.36'	12°27'35"	S6°36'43"E	110.15'
C46	475.00'	103.29'	12°27'35"	S6°36'43"E	103.09'
C47	947.50'	168.69'	10°12'02"	N5°28'57"W	168.47'
C48	442.50'	94.72'	12°15'52"	S6°42'35"E	94.54'
C49	475.00'	101.68'	12°15'52"	S6°42'35"E	101.48'
C50	40.00'	62.03'	88°50'51"	N43°51'19"E	56.00'
C51	20.00'	31.41'	90°00'00"	S44°25'12"W	28.28'
C52	35.84'	40.35'	64°30'13"	S66°19'26"E	38.26'
C53	20.00'	31.42'	90°00'00"	N44°37'04"E	28.28'
C54	30.42'	37.90'	71°22'29"	N50°28'22"E	35.49'
C55	15.00'	23.57'	90°01'23"	N45°23'38"W	21.22'
C56	20.00'	31.42'	90°00'00"	N44°37'04"E	28.28'
C57	20.00'	31.42'	90°00'00"	N45°22'56"W	28.28'
C58	12.00'	16.84'	80°24'19"	S40°35'05"E	15.49'
C59	40.00'	63.10'	90°23'12"	N45°34'32"W	56.76'
C60	20.00'	31.42'	90°00'00"	S44°37'04"W	28.28'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C61	20.00'	31.42'	90°00'00"	S45°22'56"E	28.28'
C62	210.00'	118.92'	32°26'47"	N70°09'45"E	117.34'
C63	865.00'	301.94'	20°00'00"	S80°22'56"E	300.41'
C64	57.00'	88.56'	89°01'11"	S46°51'35"E	79.92'
C65	57.00'	42.24'	42°27'16"	S23°34'37"E	41.28'
C66	2.00'	2.40'	68°48'15"	S36°45'07"E	2.26'
C67	111.05'	177.71'	91°41'30"	S34°47'59"E	159.35'
C68	53.20'	38.89'	41°53'08"	S21°18'46"E	38.03'
C69	442.50'	4.84'	0°37'37"	S18°31'58"W	4.84'
C70	34.27'	59.44'	99°22'15"	N45°27'47"E	52.26'
C71	507.50'	4.57'	0°30'58"	S16°47'03"W	4.57'
C72	507.50'	150.11'	16°56'50"	S8°03'09"W	149.56'
C73	45.00'	69.56'	88°33'43"	S76°44'33"W	62.84'
C74	30.00'	47.91'	91°29'51"	S47°29'49"W	42.98'
C75	85.00'	94.51'	63°42'13"	N56°25'38"E	89.71'
C76	442.50'	77.48'	10°01'54"	S12°01'35"W	77.38'
C77	442.50'	57.40'	7°25'54"	S31°7'41"W	57.36'
C78	32.00'	41.57'	74°25'59"	S47°58'29"E	38.71'
C79	617.00'	263.98'	24°30'48"	S1°29'55"W	261.97'
C80	10.00'	7.19'	41°13'03"	S6°51'13"E	7.04'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C81	54.70'	61.42'	64°20'05"	S54°51'39"E	58.24'
C82	146.04'	166.11'	65°10'01"	S51°12'42"E	157.30'
C83	356.96'	219.33'	35°12'19"	S19°07'38"E	215.90'
C84	40.16'	60.14'	85°47'51"	S7°37'14"W	54.68'
C85	442.50'	140.63'	18°12'33"	N46°21'27"W	140.04'
C86	442.50'	283.28'	36°40'49"	N18°54'46"W	278.47'
C87	30.00'	48.07'	91°48'56"	S44°40'11"E	43.09'
C88	507.50'	108.63'	12°15'52"	S6°42'35"E	108.42'
C89	442.50'	96.23'	12°27'35"	S6°36'43"E	96.04'
C90	20.00'	31.35'	89°48'34"	S44°31'21"W	28.24'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	60.00	S0°24'06"E
L2	172.60	S18°50'46"W
L3	172.60	N18°50'46"E
L4	172.60	N18°50'46"E
L5	132.97	S0°24'06"E
L6	132.94	N0°24'06"W
L7	107.53	N89°37'04"E
L8	60.00	S0°25'18"E
L9	77.29	S0°25'18"E
L10	97.15	S0°25'18"E
L11	77.01	N0°25'18"W
L12	156.43	S8°28'00"W
L13	161.48	S8°28'00"W
L14	161.47	N8°28'00"E
L15	153.31	S0°25'16"E
L16	158.36	S0°25'16"E
L17	163.41	N0°25'16"W
L18	154.00	S17°02'32"W
L19	154.00	S17°02'32"W
L20	154.00	N17°02'32"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L21	89.65	S0°00'00"E
L22	110.00	S0°00'00"E
L23	90.35	N0°00'00"E
L24	40.00	S0°00'00"E
L25	60.00	N0°34'22"W
L26	71.30	S0°34'22"E
L27	91.30	N0°34'22"W
L28	71.30	N0°34'22"W
L29	91.22	S0°22'56"E
L30	111.22	S0°22'56"E
L31	91.22	N0°22'56"W
L32	39.99	S0°22'55"E
L33	60.00	N0°34'33"W
L34	384.03	S0°34'39"E
L35	14.48	N5°05'05"W
L36	10.00	S0°22'59"E
L37	40.00	S0°22'56"E
L38	41.16	N0°22'56"W
L39	10.00	S89°37'04"W
L40	26.28	N0°22'56"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L41	2.23	S89°13'52"W
L42	23.51	N0°22'53"W
L43	25.47	S0°22'58"E
L44	75.10	N89°37'04"E
L45	246.92	S0°24'03"E
L46	41.96	N2°27'34"E
L47	60.00	N89°37'03"E
L48	137.57	S84°17'45"W
L49	186.12	S86°23'11"W
L50	77.33	N37°36'25"E
L51	101.81	N11°11'52"E
L52	153.83	N16°38'20"E
L53	196.71	N0°23'54"W
L55	10.00	S0°22'56"E
L56	12.85	N88°37'50"E
L57	150.36	S2°20'59"E
L58	34.98	S44°39'06"E
L59	6.78	S71°09'14"E
L60	147.87	S2°20'59"E
L61	63.23	N20°39'32"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L62	8.98	N88°37'50"E
L63	154.54	S81°59'54"E
L64	16.34	N18°50'46"E
L65	116.43	S73°49'55"E
L66	50.20	N0°25'16"W
L67	27.38	S75°09'17"W
L68	137.45	N0°22'56"W
L69	15.32	N86°45'15"W
L70	1.50	S89°37°04"W
L71	103.00	S1°44'54"W
L72	60.95	S85°11'28"E
L73	50.01	S10°45'29"E
L74	42.73	S1°34'51"W
L75	69.40	S89°22'16"E
L76	98.73	S21°19'13"E
L77	55.14	S31°30'39"W
L78	52.52	N58°37'53"W
L79	61.81	S58°16'44"E
L80	97.35	N80°28'03"W
L81	113.44	S78°44'56"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L82	123.33	S89°23'03"W
L83	135.74	S89°28'06"E
L84	149.41	S84°48'47"W
L85	221.92	N86°57'13"E
L86	43.51	S49°31'12"W
L87	61.06	S89°08'23"E
L88	83.69	S70°04'23"E
L89	40.79	N89°25'21"E
L90	112.32	S1°14'16"W
L91	142.45	N85°41'31"E
L92	63.43	N89°37°04"E
L93	21.13	N0°22'56"W
L94	57.00	N89°37°04"E
L95	46.37	S89°37°04"W
L96	502.70	S89°25'38"W
L97	25.07	S89°25'38"W
L98	85.03	N0°34'07"W
L99	43.00	N89°37°04"E
L100	10.00	N0°22'56"W
L101	14.14	N45°34'21"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L102	13.89	S89°37'14"W
L103	2.07	S89°37'14"W
L104	11.21	S44°36'59"W
L105	2.06	S0°22'55"E
L106	64.25	N89°37°04"E
L107	27.06	N72°02'16"E
L108	13.45	S27°45'16"E
L109	10.00	S89°37°04"W
L110	82.32	N0°22'56"W
L111	181.50	N9°06'23"E
L112	26.02	N89°40'37"E
L113	181.07	S9°06'01"E
L114	2.00	N89°37°04"E



REVISIONS

NO.	DESCRIPTION	DATE	BY

DRAWN
TGB

CHECKED
JFS

DESIGNED
TGB

FILENAME
0001_Plat

WHITEHALL SUBDIVISION FILING NO. 2

PLAT

TST

TST, INC.

CONSULTING ENGINEERS

748 Whalers Way

Suite 200 Fort Collins

Colorado 80525

Phone: 970.226.0557

JOB NO.
1295.0001.00

SCALE
N/A

DATE
JUNE 2026

SHEET
7 of 7

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2026-294

ORDINANCE APPROVING THE REZONING OF REAL PROPERTY KNOWN AS WHITEHALL SUBDIVISION FILING NO. 2, LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 163.39 ACRES, FROM PLANNED UNIT DEVELOPMENT – MIXED USE (PUD-MU) TO MIXED-DENSITY NEIGHBORHOOD (R-2), HIGH DENSITY NEIGHBORHOOD (R-3), MIXED USE NEIGHBORHOOD COMMERCIAL (MU-NC) AND MIXED USE REGIONAL COMMERCIAL (MU-RC)

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, Eleven, LLC, a Colorado limited liability company, applied to rezone the real property known as “Whitehall Subdivision Filing No. 2,” located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 163.39 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”), from Planned Unit Development – Mixed Use (PUD-MU) to: Mixed-Density Neighborhood (R-2) zoning for 78.50 acres of the Property; High Density Neighborhood (R-3) zoning for 24.83 acres of the Property; Mixed Use Neighborhood Commercial (MU-NC) zoning for 38.34 acres of the Property; and Mixed Use Regional Commercial (MU-RC) zoning for 21.72 acres of the Property; and

WHEREAS, on July 8, 2026, the Town’s Planning and Zoning Commission held a public hearing and recommended approval of Mixed-Density Neighborhood (R-2) zoning for 78.50 acres of the Property and Mixed Use Neighborhood Commercial (MU-NC) zoning for 38.34 acres of the Property. Rather than High Density Neighborhood (R-3) zoning for 24.83 acres of the Property and Mixed Use Regional Commercial zoning (MU-RC) for 21.72 acres of the Property, Town’s Planning and Zoning Commission recommended, respectively, Mixed-Density Neighborhood (R-2) zoning for 24.83 acres of the Property and Mixed Use Neighborhood Commercial (MU-NC) for 21.72 acres of the Property; and

WHEREAS, on July 20, 2026, the Town Council held a public hearing to determine appropriate zoning for the Property and, after considering the recommendation of the Planning and Zoning Commission, the applicant’s request, Town staff’s recommendation, and the evidence received at the hearing, finds that the requested rezoning of the Property to Mixed-Density Neighborhood (R-2) for 78.50 acres of the Property, High Density Neighborhood (R-3) for 24.83 acres of the Property, Mixed Use Neighborhood Commercial (MU-NC) for 38.34 acres of the Property, and Mixed Use Regional Commercial (MU-RC) zoning for 21.72 acres of the Property conforms to the *Johnstown Area Comprehensive Plan* and to the Town’s land use regulations, and should be approved; and

WHEREAS, Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, safety and welfare 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, THAT:

1. Recitals. The recitals set forth above are affirmed and incorporated herein.
2. Zoning Approval. Zoning of the Property shall hereby and hereinafter be designated as Mixed-Density Neighborhood (R-2) for 78.50 acres of the Property, High Density Neighborhood (R-3) for 24.83 acres of the Property, Mixed Use Neighborhood Commercial (MU-NC) for 38.34 acres of the Property, and Mixed Use Regional Commercial (MU-RC) zoning for 21.72 acres of the Property, as shown and depicted on Exhibit A.
3. Repeal. All other Ordinances, or parts thereof, in conflict with this Ordinance, including Ordinance No. 2021-210, are hereby repealed.
4. 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 and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter.
5. Recordation. Upon its effective date, the Town Clerk is hereby directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this __ day of _____, 2026.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2026.

ATTEST:

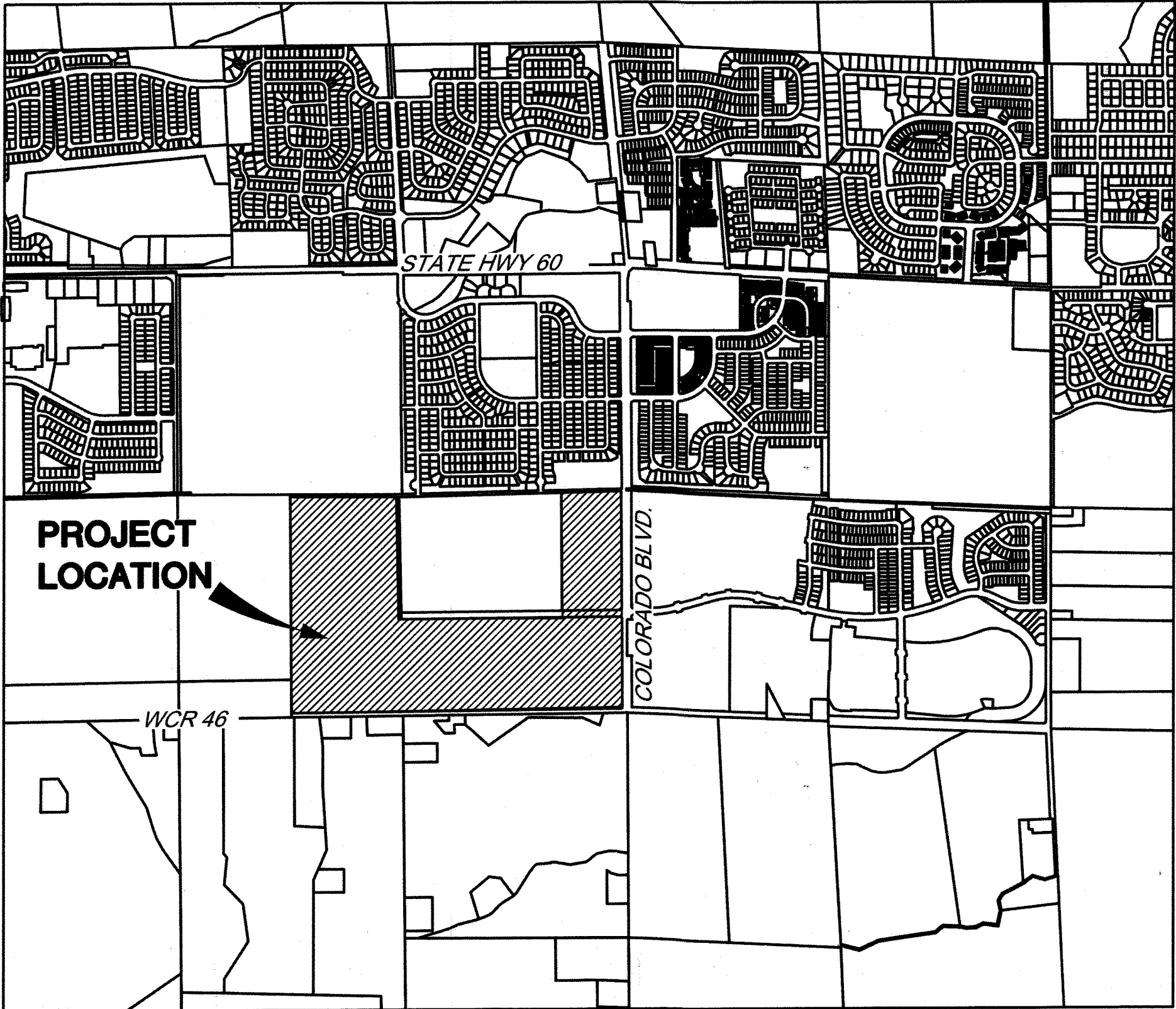
By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

EXHIBIT A
PROPERTY DESCRIPTION

WHITEHALL SUBDIVISION FILING NO. 2 ZONING MAP

A REZONE OF THE EAST HALF OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

OWNER:
ELEVEN, LLC
6715 COUNTY ROAD 50
JOHNSTOWN, CO 80534

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

SURVEYING:
MAJESTIC SURVEYING, LLC
1111 DIAMOND VALLEY DR., SUITE #104
WINDSOR, CO 80550
(970) 883-5698

BASIS OF BEARING STATEMENT

CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. SAID LINE IS ASSUMED TO BEAR S 89°25'38" W A DISTANCE OF 2650.83 FEET, MONUMENTED AS SHOWN HEREON, AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO.

SURVEYOR CERTIFICATE:

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.
DATED THIS _____ DAY OF _____, 20____.



STEVEN PARKS
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38348

LEGAL DESCRIPTION

FOUR PARCELS OF LAND LOCATED IN SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE LEGAL DESCRIPTIONS ON THIS SHEET

NOTES

- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- THERE MAY BE OTHER DOCUMENTS RELATED TO THE SUBJECT PROPERTY THAT WERE NOT DISCOVERED BY THE LAND SURVEYOR.
- ADJACENT PROPERTY OWNER INFORMATION PER THE WELD COUNTY ASSESSOR'S MAP.

OWNER: ELEVEN, LLC

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

THE 8 DAY OF July, 2020

Abraham Saver Owner Abraham Saver
NAME TITLE SIGNATURE

TOWN COUNCIL

THIS MAP TO BE KNOWN AS WHITEHALL FILING NO. 2 ZONING MAP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____ PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____.

BY: _____
MAYOR — MICHAEL P. DUNCAN

ATTEST: _____
TOWN CLERK

PARCEL 2 — PROPOSED R-3, HIGH DENSITY NEIGHBORHOOD, ZONING

A PARCEL OF LAND, BEING A PART OF WHITEHALL SUBDIVISION FILING NO. 1, AS RECORDED JUNE 16, 2022 AS RECEPTION NO. 4835732 OF THE WELD COUNTY CLERK & RECORDER, SITUATE IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWELVE (12), TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 12 AND ASSUMING THE SOUTH LINE OF SAID SE1/4 AS BEARING SOUTH 89°25'38" WEST, A DISTANCE OF 2650.83 FEET MONUMENTED BY A 3.5" ALUMINUM CAP STAMPED LS 38209 AT THE EAST END, AND A 2.5" ILLEGIBLE ALUMINUM CAP AT THE WEST END, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°25'18" WEST A DISTANCE OF 157.15 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 73.69 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 08°53'18" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 04°01'21" EAST A DISTANCE OF 73.61 FEET TO A POINT OF TANGENCY (PT);
THENCE NORTH 08°28'00" EAST A DISTANCE OF 161.48 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 73.68 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 08°53'16" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 04°01'22" EAST A DISTANCE OF 73.61 FEET TO A PT;
THENCE NORTH 00°25'16" WEST A DISTANCE OF 158.36 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 144.78 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 17°27'48" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 08°18'38" EAST A DISTANCE OF 144.22 FEET TO A PT;
THENCE NORTH 17°02'32" EAST A DISTANCE OF 154.00 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 141.29 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 17°02'32" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 08°31'16" EAST A DISTANCE OF 140.77 FEET TO A PT;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 150.00 FEET;
THENCE NORTH 89°37'04" EAST A DISTANCE OF 631.18 FEET;
THENCE SOUTH 00°22'56" EAST A DISTANCE OF 151.21 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 456.63 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 55°04'47" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 27°55'20" EAST A DISTANCE OF 439.25 FEET TO A PT;
THENCE SOUTH 55°27'43" EAST A DISTANCE OF 202.85 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 455.05 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 54°53'21" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 28°01'03" EAST A DISTANCE OF 437.85 FEET TO A PT;
THENCE SOUTH 00°34'22" EAST A DISTANCE OF 151.30 FEET TO THE SOUTH LINE OF SAID SE1/4;
THENCE SOUTH 89°25'38" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1330.83 FEET TO THE POINT OF BEGINNING.
SAID DESCRIBED PARCEL OF LAND CONTAINS 1,186,671 SQUARE FEET OR 27.24 ACRES, MORE OR LESS (±).

PARCEL 1 — PROPOSED R-2, MIXED DENSITY NEIGHBORHOOD, ZONING

A PARCEL OF LAND, BEING A PART OF WHITEHALL SUBDIVISION FILING NO. 1, AS RECORDED JUNE 16, 2022 AS RECEPTION NO. 4835732 OF THE WELD COUNTY CLERK & RECORDER, SITUATE IN THE EAST HALF OF THE SOUTHWEST QUARTER (SW1/4) AND SOUTHEAST QUARTER (SE1/4) OF SECTION TWELVE (12), TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 12 AND ASSUMING THE SOUTH LINE OF SAID SE1/4 AS BEARING SOUTH 89°25'38" WEST, A DISTANCE OF 2650.83 FEET MONUMENTED BY A 3.5" ALUMINUM CAP STAMPED LS 38209 AT THE EAST END, AND A 2.5" ILLEGIBLE ALUMINUM CAP AT THE WEST END, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE SOUTH 89°25'53" WEST, ALONG THE SOUTH LINE OF SAID SW1/4, A DISTANCE OF 1325.34 FEET TO THE WEST 1/16TH CORNER OF SECTION 12;
THENCE NORTH 00°24'06" WEST, ALONG THE WEST LINE OF SAID WHITEHALL SUBDIVISION FILING NO. 1, A DISTANCE OF 2627.61 FEET TO THE NORTH LINE OF TRACT B, WHITEHALL SUBDIVISION FILING NO. 1;
THENCE ALONG THE NORTH AND EAST LINES OF SAID TRACT B, THE FOLLOWING TWO (2) COURSES;
1. THENCE NORTH 89°29'13" EAST A DISTANCE OF 1294.42 FEET;
2. THENCE SOUTH 00°25'18" EAST A DISTANCE OF 1425.84 FEET;
THENCE NORTH 89°37'04" EAST A DISTANCE OF 157.45 FEET;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 150.00 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 141.29 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 17°02'32" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 08°31'16" WEST A DISTANCE OF 140.77 FEET TO A POINT OF TANGENCY (PT);
THENCE SOUTH 17°02'32" WEST A DISTANCE OF 154.00 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 144.78 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 17°27'48" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 08°18'38" WEST A DISTANCE OF 144.22 FEET TO A PT;
THENCE SOUTH 00°25'16" EAST A DISTANCE OF 158.36 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 73.68 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 08°53'16" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 04°01'21" WEST A DISTANCE OF 73.61 FEET TO A PT;
THENCE SOUTH 08°28'00" WEST A DISTANCE OF 161.48 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 73.69 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 08°53'18" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 04°01'21" WEST A DISTANCE OF 73.61 FEET TO A PT;
THENCE SOUTH 00°25'18" EAST A DISTANCE OF 157.15 FEET TO THE POINT OF BEGINNING.
SAID DESCRIBED PARCEL OF LAND CONTAINS 3,502,707 SQUARE FEET OR 80.41 ACRES, MORE OR LESS (±).

PARCEL 3 — PROPOSED MU-NC, MIXED USE NEIGHBORHOOD COMMERCIAL, ZONING

A PARCEL OF LAND, BEING A PART OF WHITEHALL SUBDIVISION FILING NO. 1, AS RECORDED JUNE 16, 2022 AS RECEPTION NO. 4835732 OF THE WELD COUNTY CLERK & RECORDER, SITUATE IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWELVE (12), TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 12 AND ASSUMING THE SOUTH LINE OF SAID SE1/4 AS BEARING SOUTH 89°25'38" WEST, A DISTANCE OF 2650.83 FEET MONUMENTED BY A 3.5" ALUMINUM CAP STAMPED LS 38209 AT THE EAST END, AND A 2.5" ILLEGIBLE ALUMINUM CAP AT THE WEST END, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE SOUTH 89°25'38" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1320.00 FEET;
THENCE NORTH 00°34'22" WEST A DISTANCE OF 151.30 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 455.05 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 54°53'21" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 28°01'03" WEST A DISTANCE OF 437.85 FEET TO A POINT OF TANGENCY (PT);
THENCE NORTH 55°27'43" WEST A DISTANCE OF 202.85 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 456.63 FEET, HAVING A RADIUS OF 475.00 FEET, A DELTA OF 55°04'47" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH 27°55'20" WEST A DISTANCE OF 439.25 FEET TO A PT;
THENCE NORTH 00°22'56" WEST A DISTANCE OF 151.21 FEET;
THENCE NORTH 89°37'04" EAST A DISTANCE OF 1893.01 FEET TO THE EAST LINE OF SAID SE1/4;
THENCE SOUTH 00°22'56" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1191.60 FEET TO THE POINT OF BEGINNING.
SAID DESCRIBED PARCEL OF LAND CONTAINS 1,919,151 SQUARE FEET OR 44.06 ACRES, MORE OR LESS (±).

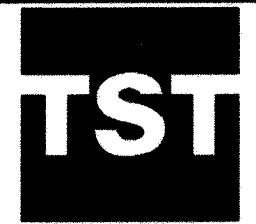
PARCEL 4 — PROPOSED MU-RC, MIXED USE REGIONAL COMMERCIAL, ZONING

A PARCEL OF LAND, BEING A PART OF WHITEHALL SUBDIVISION FILING NO. 1, AS RECORDED JUNE 16, 2022 AS RECEPTION NO. 4835732 OF THE WELD COUNTY CLERK & RECORDER, SITUATE IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWELVE (12), TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12 AND ASSUMING THE SOUTH LINE OF SAID SE1/4 AS BEARING SOUTH 89°25'38" WEST, A DISTANCE OF 2650.83 FEET MONUMENTED BY A 3.5" ALUMINUM CAP STAMPED LS 38209 AT THE EAST END, AND A 2.5" ILLEGIBLE ALUMINUM CAP AT THE WEST END, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 00°22'56" EAST, ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1191.60 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°37'04" WEST A DISTANCE OF 767.10 FEET;
THENCE NORTH 00°22'56" WEST A DISTANCE OF 1438.64 FEET TO THE NORTH LINE OF TRACT A, WHITEHALL SUBDIVISION FILING NO. 1;
THENCE, ALONG THE NORTH AND EAST LINES OF TRACT A, THE FOLLOWING TWO (2) COURSES;
1. THENCE NORTH 89°13'51" EAST A DISTANCE OF 767.12 FEET TO THE EAST LINE OF SAID SE1/4;
2. THENCE SOUTH 00°22'56" EAST A DISTANCE OF 1443.82 FEET TO THE POINT OF BEGINNING.
SAID DESCRIBED PARCEL OF LAND CONTAINS 1,105,572 SQUARE FEET OR 25.38 ACRES, MORE OR LESS (±).

WHITEHALL SUBDIVISION FILING NO. 2

ZONING MAP



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

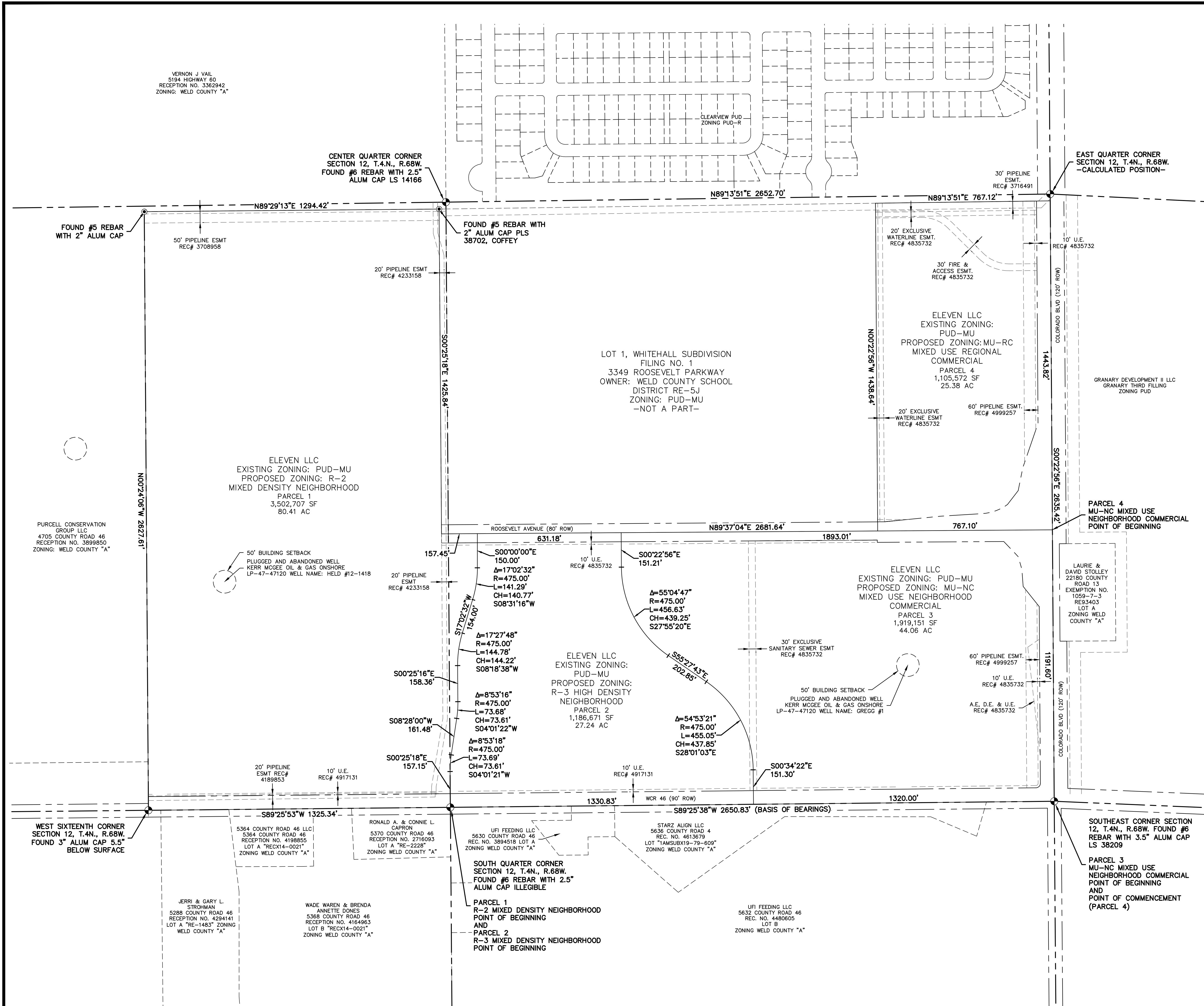
JOB NO. 1295.0001.00

SCALE N/A

DATE JUNE 2026

SHEET

1 of 2

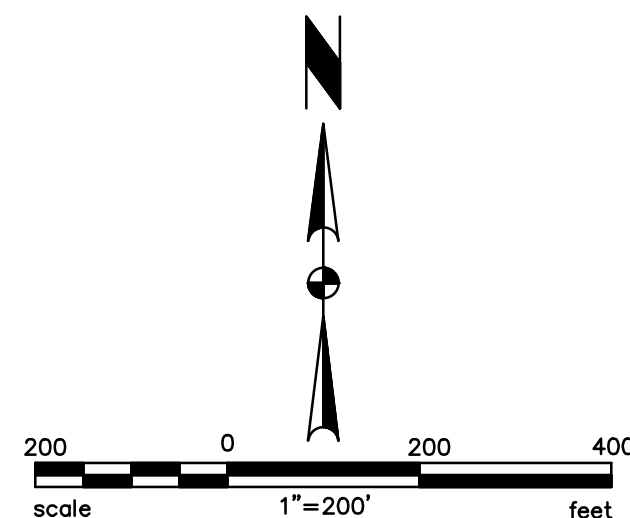


LEGEND

- RECOVERED ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- A.E. ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- I.E. IRRIGATION EASEMENT
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- EXISTING EASEMENT TO BE VACATED
- PLAT BOUNDARY

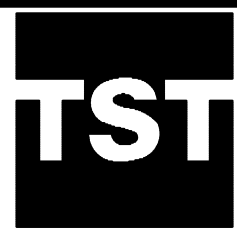
NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)



WHITEHALL SUBDIVISION FILING NO. 2

ZONING MAP



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

JOB NO. 1295.0001.00

SCALE 1" = 200'

DATE JUNE 2026

SHEET 2 of 2



WHITEHALL REZONE AND PRELIMINARY PLAT

Case No. 2025-0005

Planning and Zoning Commission Meeting:

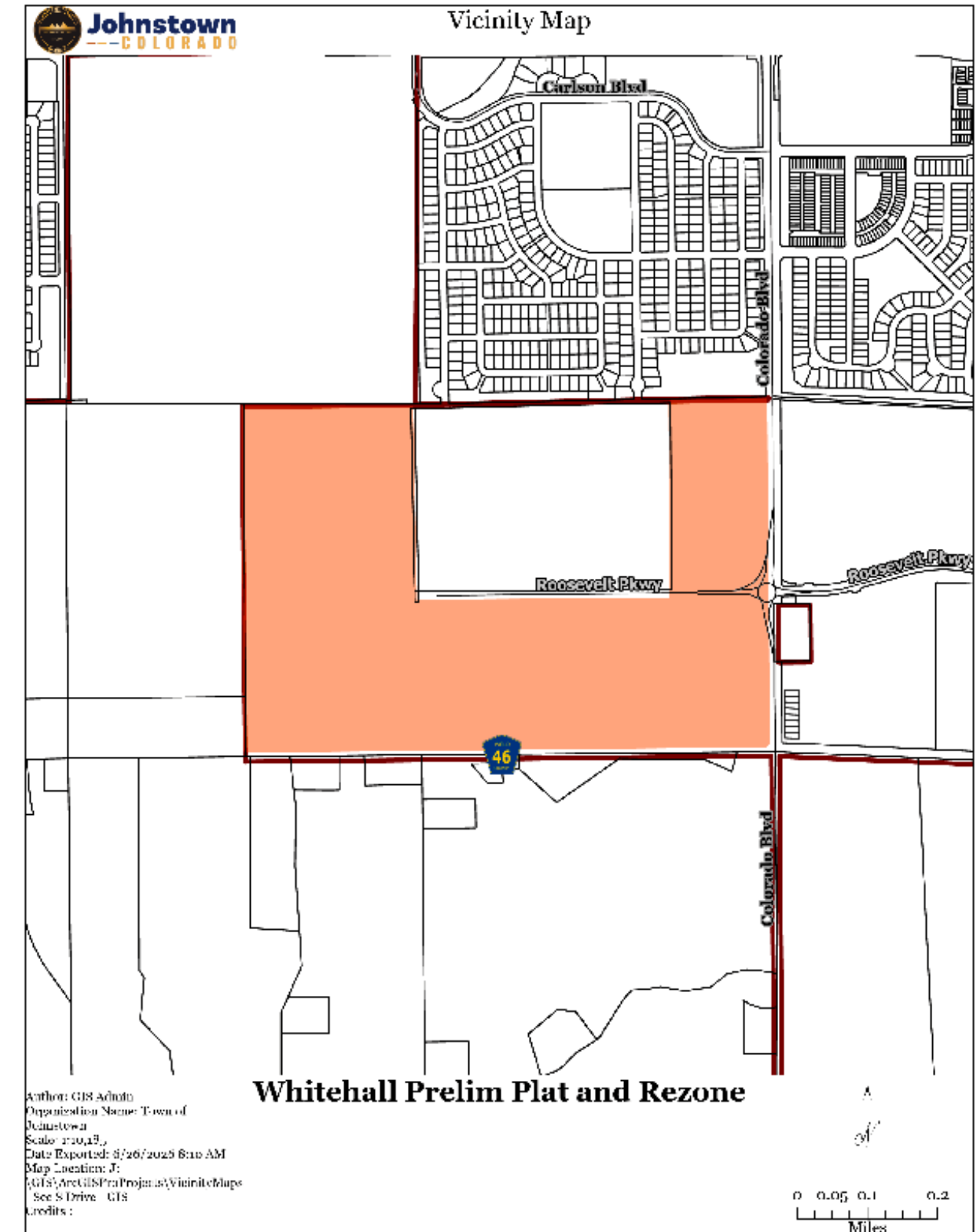
July 8, 2026

Town Council Meeting:

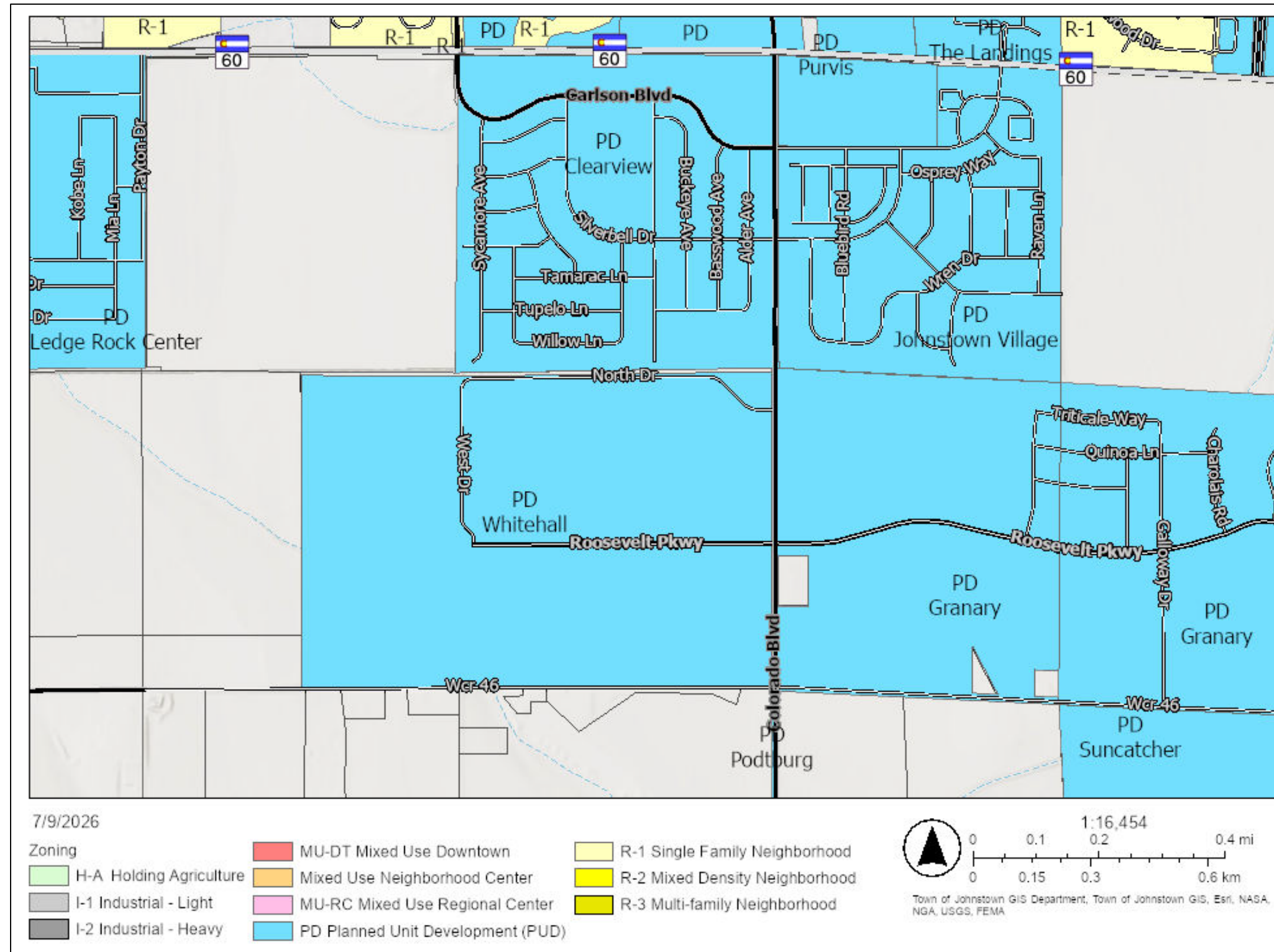
July 20, 2026



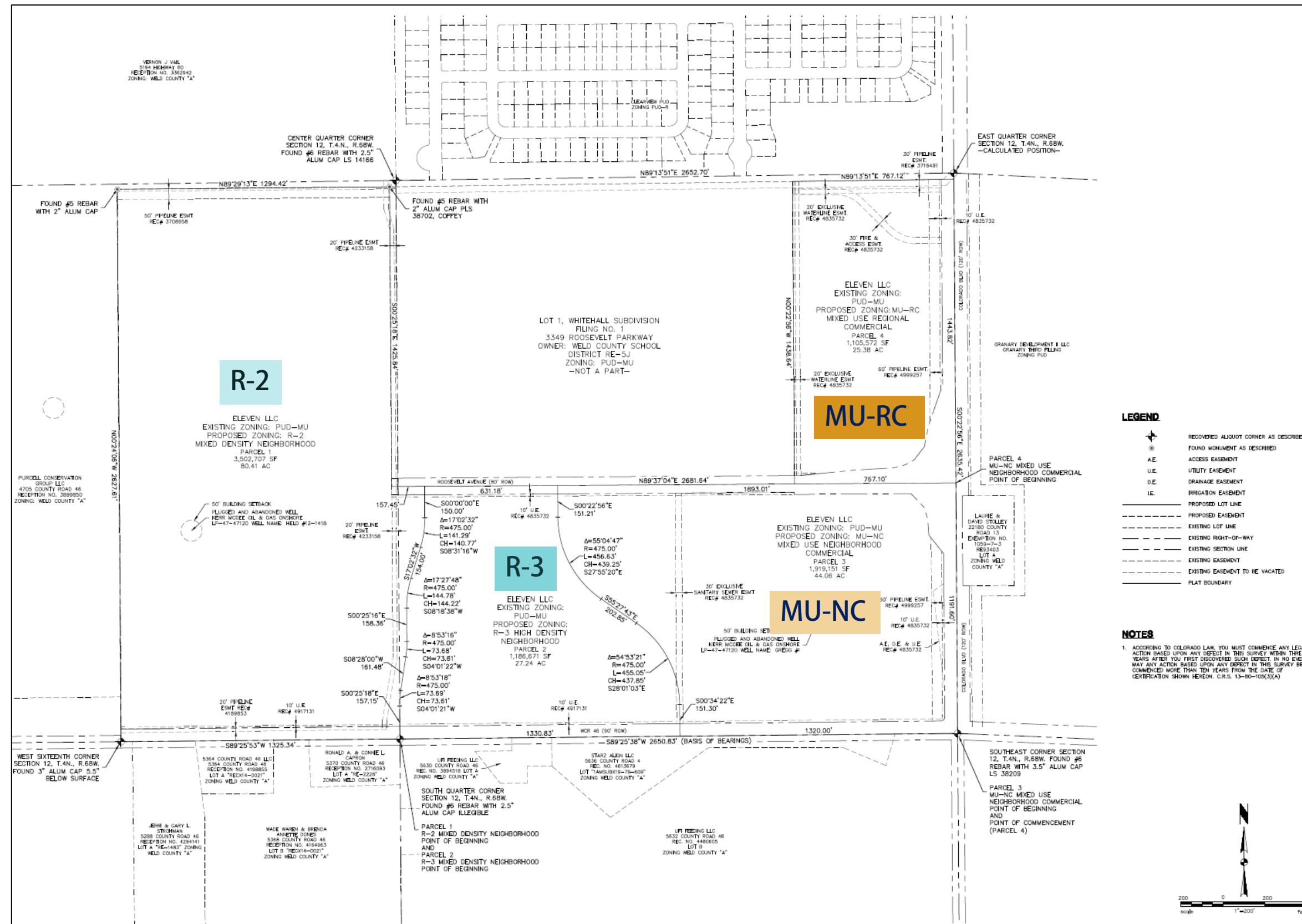
- 163.34 acres
- Located north of WCR 46 and east of Colorado Blvd
- Annexed through the Whitehall Annexation in 2021, Ordinance No. 2021-209.
- Zoned Planned Unit Development – Mixed Use (PUD-MU) at the time of annexation, Ordinance No. 2021-210.







PROPOSED ZONING MAP





STAFF RECOMMENDATION

Staff recommends that Town Council approve the Whitehall Filing 2 Preliminary Plat and Rezone, consistent with the recommendation of the Town's Planning and Zoning Commission. The ordinance has been drafted to reflect the applicant's original request; however, staff recommends approval of the Commission's recommended modifications. If Town Council approves these modifications, the ordinance and Rezone Plat can be revised accordingly to reflect the approved zoning designations.

PLANNING AND ZONING RECOMMENDATION

The Johnstown Planning and Zoning Commission recommends that Town Council approve the Whitehall Filing 2 Preliminary Plat as proposed and approve the Rezone with the condition that the areas proposed for Mixed-Density Residential (R-3) and Mixed Use Regional Commercial (MU-RC) be rezoned to Mixed-Density Neighborhood (R-2) and Mixed Use Neighborhood Commercial (MU-NC).

QUESTIONS FOR STAFF?





450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: July 20, 2026

Subject: Ordinance 2026-295: An Ordinance Establishing a Temporary Moratorium on Data Center Facilities in the Town of Johnstown

Attachments: 1. Ordinance 2026-295

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

On July 13, 2026 Town Council held a work session to discuss data centers in the Johnstown Community. The discussion included a presentation from Town Staff who outlined many considerations of a data center development project. At the conclusion of the discussion, Council requested additional information be presented by Staff at a future work session to better understand the size and scope of a facility. Town Staff will continue to develop and plans to bring this and additional information to Town Council as part of this educational component.

In the interim, Town Council also directed Staff to bring forward a measure which is presented here as an Ordinance. This Ordinance will establish a temporary moratorium on data center facilities for a period of 12-months from the final approval date in the Town. The 12-month moratorium will allow Staff to provide additional information to Town Council to guide the development of land use code regulations related to data centers. The regulations could include a full spectrum in the realm of data centers from banning them entirely in the Community or permitting them as a use in specific zoning districts with guidelines.

Should Town Council establish guidelines related to data centers prior to the expiration of the 12-month moratorium, the moratorium in place would be rescinded accordingly.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence
- Engage, inform and involve the community

Healthy & Resilient Economy

- Drive projects and initiatives that promote Johnstown as a premier destination for business

- Cultivate local and regional partnerships that ensure the long term success and growth of Northern Colorado
- Support the local labor market and work with partners to grow diverse employment opportunities

Legal Advice:

The Town Attorney drafted the ordinance presented for consideration.

Financial Advice:

Not Applicable

Recommended Action:

Staff recommends approval of Ordinance 2026-295 on first reading as presented.

Suggested Motions:

For Approval: I move to adopt the Ordinance 2026-295 as presented on first reading.

For Denial: I move to deny Ordinance 2026-295 as presented on first reading.

Reviewed and Approved for Presentation



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2026-295**

**AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON
DATA CENTER FACILITIES IN THE TOWN OF JOHNSTOWN**

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, Town Council has the authority to plan for and regulate land use pursuant to, among other regulations, the Local Government Land Use Control Enabling Act, C.R.S. § 29-20-101, *et seq.*, and the Home Rule Charter of the Town of Johnstown, Colorado; and

WHEREAS, the Town Council recognizes that local governments and states nationwide are working to address the regulation of data center facilities and understands that the Colorado General Assembly may enact statewide data center facility regulations in 2027 that could impact local governments; and

WHEREAS, the Town Council acknowledges that data center facilities generally require, among other potential resources, significant electric power and water consumption and impact telecommunication networks, surrounding land uses and the character of the community; and

WHEREAS, the Town has managed its energy, water and fiber resources responsibly and notes that data center facilities could pose a disproportionate impact on the Town’s long-term management of those resources; and

WHEREAS, the Town does not have comprehensive and specific zoning, land use and water management regulations that adequately address data center facilities; and

WHEREAS, to provide the Town Council with time to better understand and ascertain the potential impacts arising from the location of data center facilities in the Town, consider state regulations, if any, and thereafter adopt appropriate Town regulations through a comprehensive public hearing process, the Town Council desires to temporarily suspend acceptance of applications for data center facilities; and

WHEREAS, the Town Council finds that a temporary moratorium on the location of data center facilities in the Town, which would allow the Town time to enact appropriate regulations, is necessary to ensure planned and orderly development of data center facilities; and

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

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

Section 1. Recitals. The foregoing recitals are affirmed and incorporated herein

Section 2. Data Center Facility Definition. For purposes of this Ordinance, a “data center facility” means:

A purpose-built structure, a substantial modification to an existing structure, or an integrated group of structures that is designed and used primarily to house computer servers, data storage systems, large scale digital data processing, and/or networking equipment, and associated infrastructure including but not limited to cooling systems, backup power systems, telecommunications facilities, and battery storage, sometimes referred to as Digital Infrastructure Facilities, Industrial-Scale Computing Facilities, or High-intensity Computing Facilities typically operating on a scale requiring significant electrical power consumption, water consumption and/or infrastructure support.

Section 3. Data Center Facility Moratorium. The Town shall not accept applications or engage in pre-submittal activities for data center facilities, including but not limited to planning applications, building permits, engineering permits, or other development applications related to data center facilities, for a period of twelve (12) months from the effective date of this Ordinance, or until appropriate definitions, standards, regulations and conditions are adopted into the Town of Johnstown Land Use Development Code, whichever comes first. The Town Council reserves the right to extend this moratorium if the Town Council determines, at its discretion, that additional time is required to complete the regulatory process.

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 ____ day of _____, 2026.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____ By: _____
Meghan Martinez, Town Clerk Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2026.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____ By: _____
Meghan Martinez, Town Clerk Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Building Permit Statistics

June 2026

Single Family Residential	Commercial
Current Month: 50 Issued ytd: 274	*New Building Issued ytd 10

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Buildings/Units
9	0	0	0	0	0	0 / 0

Other Residential	Other Commercial
(basements/alterations/additions)	* (tenant finish/alterations/additions)
Issued ytd 385	Issued ytd 52

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	\$92,494,610.39	\$43,111,295.06
Building permit fees	\$700,136.93	\$559,374.02
Raw Water Development Fee	\$1,711,152.00	\$112,146.00
Water Meter	\$133,825.00	\$9,805.00
Water Tap	\$1,964,740.00	\$289,132.00
Sewer Tap	\$2,494,584.00	\$255,155.00
Regional Sewer Development fees	\$933,000.00	\$188,848.48
Sewer Inspection Fee	\$26,500.00	\$3,000.00
Park	\$132,500.00	\$3,000.00
Use Tax	\$1,648,577.92	\$809,863.71
Larimer Use Tax	\$430,628.95	\$146,054.73
Open Space Impact Fee	\$397,154.00	\$0.00
Library Impact Fee	\$381,789.00	\$0.00
Public Facilities Impact Fee	\$528,503.00	\$254,502.18
Police Facilities Impact Fee	\$240,341.00	\$90,249.79
Transportation Facilities Impact Fee	\$923,593.00	\$688,474.10
402 Interchange Fee	\$69,618.00	\$52,616.16
High Plains Blvd Reimbursement Fee	\$0.00	\$0.00
West Water Fee	\$111,520.00	\$18,565.80
Reinspection Fee	\$9,250.00	\$150.00
TOTAL FEES (YTD)	\$12,837,412.80	\$3,480,936.97

Building permits issued for individual dwelling units - 1991 to (date)

[illegible]

*Starting in 2023, number represents total number of units constructed including all single-family type structures. This number does not include apartments. Prior to 2023, the number represents single-family units only.

The Community That Cares

www.TownofJohnstown.com

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



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

July 13, 2026

Honorable Russell T. Vought
Director
Office of Management and Budget
725 17th Street NW
Washington, DC 20503

Re: OMB-2026-0034, Office of Management and Budget (OMB) Regulation for Federal Financial Assistance.

Dear Director Vought,

The Town of Johnstown respectfully submits the following comments on OMB's proposed revisions to 2 CFR Part 200, the Uniform Guidance governing federal grants administration. We are a community of 23,000 in Colorado. We are concerned that the proposed changes will have significant negative impacts on the federal funding our community relies on to help fund shared local and federal priorities, including public safety, transportation, infrastructure, and affordable housing. For each grant opportunity, the Town has weigh the resources necessary to administer a federal grant against the already arduous oversight requirements. Adding additional negative impacts to the grant process will impact the residents, businesses and the communities these grant dollars can serve for valuable infrastructure projects.

Federal grants are already costly and administratively demanding to apply for and manage. Local governments already comply with extensive financial management, procurement, reporting, and audit requirements under federal and state laws, including the Uniform Guidance and Single Audit framework. We support efforts to streamline the federal grants process, but OMB's proposed expansion of documentation, monitoring, and compliance requirements would further burden our staff while slowing the time it takes to announce awards, approve reimbursements, and resolve grant modifications. This means roads may take longer to get built, public safety dollars could flow more slowly, and affordable housing construction may get stalled.

We are also concerned that the proposed changes will increase uncertainty in the federal grants process, particularly provisions that would allow agencies to terminate discretionary awards mid-cycle for reasons unrelated to compliance and provisions permitting agencies to modify terms and conditions throughout the period of performance. Local governments frequently use federal grants to support multi-year hiring, equipment, and technology investments. Many grant programs require long-term staffing and procurement decisions. Expanded termination authority and the ability to add terms and conditions throughout the period of performance would create uncertainty, discourage local investment, and undermine the effectiveness of these programs. Adding provisions that allow for the cancellation of grant agreements would effectively create

The Community that Cares

too much risk and uncertainty for our. This is in direct contradiction to what we would expect and demand from the federal government.

Local governments are on the front lines of public safety, emergency response, and disaster recovery. Federal grants are most effective when they support a strong federal-local partnership built on trust, flexibility, and shared responsibility. We encourage OMB to preserve the nonpartisan nature of federal grants. Federal grants should remain the domain of career experts – not political appointees – and be focused on positive outcomes and consistent with congressional intent and statutory requirements.

Local governments are entrusted by their residents to be responsible stewards of taxpayer funds. That requires adhering to strict budgets and carefully prioritizing which projects receive funding. As OMB revises the federal grants framework, we ask that you ensure that new requirements strengthen accountability without creating barriers that undermine local governments' ability to serve residents and build thriving communities.

The Town of Johnstown supports efforts to improve accountability and streamline the federal grants process, but urges OMB to reconsider provisions that would increase administrative burdens, introduce uncertainty into multi-year projects, and expand federal control over local decision-making. We also ask that OMB extend the comment period and revisit the October 1, 2026 implementation deadline, which does not allow sufficient time for local governments to adapt. We welcome the opportunity to discuss these concerns further and can be reached at 970.587.4664.

Sincerely,

Matt LeCerf
Digitally signed by Matt
LeCerf
Date: 2026.07.13 18:23:44
-06'00'

Matthew S. LeCerf
Town Manager

Cc: Honorable Mayor Duncan and Town Councilmembers