



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, April 18, 2022 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

- [1.](#) Proclamation for State Championships - Wrestler and Dance Team
- [2.](#) Presentation from Johnstown Downtown Development Association - Annual Report

PUBLIC COMMENT

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

CONSENT AGENDA

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

- [3.](#) Minutes - April 4, 2022
- [4.](#) March 2022 Financial Statements
- [5.](#) List of Bills - April 2022
- [6.](#) Second Reading Ordinance 2022-228 Annexing Certain Unincorporated Lands located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres and known as the South Ridge Annexation
- [7.](#) Second Reading - Ordinance 2022-229 Approval of PUD-R Zoning of the Property known as the South Ridge Annexation, located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres
- [8.](#) Second Reading - Ordinance 2022-230 Approving P.U.D. Outline Development Plan for South Ridge, Located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

OLD BUSINESS

- [10.](#) First Amendment To Development And Reimbursement Agreement Ledge Rock Center Commercial Johnstown, Colorado
- [11.](#) Ledge Rock Water And Sewer Pipeline Escrow Agreement

ADJOURN

NEW BUSINESS

- [12.](#) Administer Oath of Office - Newly Elected Council Members
13. Roll Call
- [14.](#) Appoint Mayor Pro Tem
- [15.](#) Appoint Municipal Judge - Mike Lazar
- [16.](#) Water and Sewer Service Agreement for Thompson River Ranch Filing No. 15, with Clayton Properties Group II, Inc.
- [17.](#) Intergovernmental Agreement Between The Town Of Johnstown And Weld County School District RE-5J For Joint Use Of Pioneer Ridge Disc Golf Course
- [18.](#) Agreement Concerning Economic Development Between The Town of Johnstown and The Johnstown Downtown Development Association

PUBLIC HEARING

- [19.](#) Resolution 2022-13 Approving the Thompson River Ranch Filing 15 Final Subdivision Plat
- [20.](#) Ordinance 2022-231: An Ordinance Amending The Town Of Johnstown Municipal Code Concerning Town Sales Taxes To Provide A Credit Against Sales Tax If A Certain Public Improvements Fee Has Been Paid In Connection With The Development Known As Ledge Rock Center

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

21. An Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) Economic Development

INFORMATIONAL ITEMS

- [22.](#) Informational Items

ADJOURN

The Community That Cares

www.TownofJohnstown.com

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

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.

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Town of Johnstown

PROCLAMATION

RECOGNITION FOR OUTSTANDING ATHLETIC ACCOMPLISHMENT

Presented To

CLAYTON ROBINSON

WHEREAS, it is appropriate we recognize the outstanding athletic accomplishments of Roosevelt High School's Clayton Robinson; and

WHEREAS, it is fitting we set aside an evening to honor our youth and show our appreciation for their hard work and dedication; and

WHEREAS, Clayton Robinson competed in February at the 2022 Colorado High School State Wrestling Tournament at the Pepsi Center in Denver and won a Class "4A" State Championship Title; and

WHEREAS, this young man has shown strength and dedication in his training that has yielded the success he's received this year in wrestling; and

WHEREAS, it is fitting an evening be set aside to honor this athlete and challenge the youth of our community to continue to strive to be the best they can be.

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

I, Gary Lebsack, Mayor of the Town of Johnstown, Colorado on the 18th day of April, 2022, do hereby congratulate Clayton Robinson the Class "4 A" 160 pound State of Colorado Wrestling Champion, for his outstanding achievement, and the Town Council, the residents of Johnstown, and I, commend this Champion for his success and hereby proclaim this evening as the ***"Night of Champions."***

TOWN OF JOHNSTOWN, COLORADO

By: _____

Gary Lebsack, Mayor



Town of Johnstown

PROCLAMATION

RECOGNITION FOR OUTSTANDING ATHLETIC ACCOMPLISHMENT

Presented To

ROOSEVELT HIGH SCHOOL DANCE TEAM

WHEREAS, it is appropriate we recognize the outstanding accomplishment of the Roosevelt High School's Dance Team; and

WHEREAS, it is fitting we set aside an evening to honor our youth and show our appreciation for their hard work and dedication; and

WHEREAS, the Roosevelt High School's Dance Team competed in December at the Colorado State High School Spirit Championship and won a Class "4A" State Championship Title; and

WHEREAS, this team has shown tremendous dedication to the sport of poms that has yielded the success the team has received this year;

WHEREAS, it is fitting an evening be set aside to honor the Roosevelt High School Dance Team and challenge the youth of our community to continue to strive to be the best they can be.

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

I, Gary Lebsack, Mayor of the Town of Johnstown, Colorado on the 18th day of April, 2022, do hereby congratulate the Roosevelt High School Dance Team the Class "4A" State of Colorado Pom Champions, for their outstanding achievement, and the Town Council, the residents of Johnstown, and I, commend these Champions for their success and hereby proclaim this evening as the *"Night of Champions."*

TOWN OF JOHNSTOWN, COLORADO

By: _____

Gary Lebsack, Mayor

Johnstown Downtown Development Association

Item #2.

Statement of Activity January - December 2021

	TOTAL
Revenue	
Beer Garden Sales	2,007.19
Designated Contributions	19,000.00
Dues income	2,005.00
Event Income	6,850.00
Non-Profit Revenue	0.00
Services	2,025.00
Unapplied Cash Payment Revenue	65.00
Total Revenue	\$31,952.19
GROSS PROFIT	\$31,952.19
Expenditures	
Advertising	
Marketing	2,636.45
Printing	1,500.95
Website	12.00
Total Advertising	4,149.40
Bank Charges	72.67
Event Expenses	13,834.39
Insurance	2,877.00
Property/Liability Insurance	1,320.00
Total Insurance	4,197.00
Legal, Accounting and Professional	250.00
Licenses, Fees and Filing Fees	115.00
Office Supplies	52.14
Postage	11.60
QuickBooks Payments Fees	183.61
Unapplied Cash Bill Payment Expenditure	0.00
Total Expenditures	\$22,865.81
NET OPERATING REVENUE	\$9,086.38
NET REVENUE	\$9,086.38

Quarterly/Annual Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2021 Q4 Financials – Attachments Included

Starting Balance:	\$15,840.42
Cash In:	\$7,756.49 (1) Monthly Quarterly Treasurer's Report
Expenditures:	\$8,025.23 (2) Monthly Quarterly Treasurer's Report
Ending Balance:	\$5,905.98

2021 Annual Financials – Attachments Included

Strategic plan to revitalize the Town's historic downtown

The JDDA has been working closely with Sarah Crosthwaite throughout the year. She is a member of our board and attends our monthly meetings. This is a great working relationship between business owners in town and the town of Johnstown! More specifically we have worked along side her to give our feedback and input on the façade grant as well as signage around town.

Events

Previous Events including the Results/Outcome of the Event: These events continue to keep people engaged and emotionally invested in our town rather than traveling outside for the same services.

1. Trick or Treat Street was October 30th and we had roughly 1300 kids come through downtown to Trick or Treat!
2. Downtown Johnstown Small Business Saturday – November 28, 2021
 - a. This event was individually driven by each business with the JDDA Supporting the marketing of the event.
3. Johnstown Jingle with a Toy Drive – December 2021
 - a. The Johnstown Jingle was not what we had hoped due to the weather. When planning this event for the month of December we had considered that there could possibly be bad weather. However, we thought if it was cold and/or snowing people would dress accordingly and still come out even briefly to attend some of the event. What we NEVER imagined was what we received, extremely high winds. We do live in Colorado and that is always possible, so we are planning to adjust/change up the event next year so that we do not run into the same situation again. Despite all the issues the weather caused for us, the hand full of people that stuck it out were able to participate in all of the things still going on without waiting. There were significantly smaller crowds than there would have been under better circumstances.

- b. We raised money and collected toys that we were able to donate directly to children in our community. We donated multiple toys to a total of 39 families with a total of 111 kids!
- 4. Following the Johnstown Jingle, the JDDA along with Mayor Lebsack and some of the Council Members participated in the 1st Annual Tree Lighting Ceremony! Despite the weather conditions we believe that went very well and the community really enjoyed it! We look forward to doing this every year with the town of Johnstown if you would like us to participate!

Upcoming Events for 2022: These 6 events are what we have decided that the JDDA will continue to host (support in the case of BBQ Day) annually.

- 1. Cinco de Mayo – 1st Sunday in May – 5/2/2022 from 1-5pm – Working on getting details finalized.
- 2. BBQ Day – 1st Saturday in June – 6/4/2022
 - a. Members of the JDDA are currently working alongside the BBQ Day Committee and meet regularly. We did this last year for the 1st time and thought it worked out very well for both groups to come together and work towards an amazing community event!
- 3. Field Trip to all downtown businesses – 3rd Tuesday in July – 7/19/2022
 - a. The intent for this event is to bring businesses together to meet on another. We are also talking about inviting businesses from 2534 and Milliken to join us and then try to set up a future date to go and walk through the businesses in those areas!
- 4. Fall Festival – 3rd Sunday in September – 9/17/2022
- 5. Trick or Treat Street – the Saturday before Halloween – October 29, 2022
- 6. Johnstown Jingle – 1st Sunday in December – 12/3/2022

Other than events, things we are doing to position downtown as the focal point of Johnstown:

- 1. Welcome Bags – This program is still very successful and we are delivering, on average, 40-45 welcome bags to new residents monthly. The RHS Interact Club works with us to help pack the bags and deliver them to the new residents.

Community Give Back

1. We voted in October to donate \$1000 to the Rotary Club of Johnstown/Milliken and the YMCA's Teen Character Awards Banquet in the spring.
2. With our toy drive and monetary donations collect through the Johnstown Jingle we were able to donate toys to 111 students and that was for 39 families in our community.
 - a. We also partnered with Roosevelt and took all the toys up to the high school and had about 40 student volunteers help us wrap the gifts that were all given to students in our community!
3. The JDDA sponsored the RHS Homecoming Parade in the fall of 2021.
4. We have a Volunteer Page up on our website and we would like to create a central location for all ages to be able to find volunteer opportunities for many different organizations around town.

Social Media/Website

1. Facebook – We are up to 2400 followers on this platform and are looking to increase our other social media platforms with possible outside hired help in the upcoming year.
 - a. We are posting/sharing content for our members
2. Website
 - a. We have information and content on our website for all our members to “Meet our Businesses”
 - b. We have an “Events” page where we share info about our upcoming Downtown Events as well as Downtown Events that our members are having!
 - c. We also have a volunteer page where we will share different volunteer opportunities with the community!

Downtown Businesses Update – Q4 2021

JDDA Members: 29 current members at the end of 2021 with additional businesses that have contacted us about joining and being included

New businesses/relocated businesses in Downtown Johnstown: Imprint Chiropractic, Immortal, Wing Shack, Rocky Mountain Physical Therapy relocated and expanded

Businesses that have closed/moved out of Downtown Johnstown:

Employment opportunities available:



Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, April 04, 2022 at 7:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Gary Lebsack
 Councilmember Troy Mellon
 Councilmember Jesse Molinar
 Councilmember Bill Stevens
 Councilmember Amy Tallent
 Councilmember Chad Young

ABSENT

Councilmember Damien Berg

Staff present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Kim Meyer, Planning Director, Mitzi McCoy, Finance Director, Troy White, Public Works Director, Sarah Crosthwaite, Economic Development Manager and Lieutenant Williams.

AGENDA APPROVAL

Motion made by Councilmember Mellon, seconded by Councilmember Tallent to approve the agenda with the removal of the Executive Session. Motion carried with a unanimous vote.

SPECIAL PRESENTATIONS

Cassidy's Sports Grill was honored as April Business of the Month.

CONSENT AGENDA

Motion made by Councilmember Mellon, seconded by Councilmember Molinar to approve the Consent Agenda. Motion carried with a unanimous vote.

- March 21, 2022 Minutes
- Appointment of New Planning & Zoning Commissioners
- Resolution 2022-10 Approving Correction of Street Name on Subdivision Plat for Revere at Johnstown, Filing No. 1
- Resolution 2022-11 Findings of Fact and Conclusions for South Ridge Annexation
- Termination of Escrow Agreement Between the Town of Johnstown and Johnstown Plaza, LLC

April 4, 2022

Page 2

PUBLIC HEARING

1. Ordinance 2022-228 Annexing Certain Unincorporated Lands Located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, Consisting of Approximately 80.66 acres and known as the South Ridge Annexation – Mayor Lebsack opened the public hearing at 7:07 p.m. and heard from staff. A petition for annexation was submitted to the Town by Southridge HoldCo, LLC for the South Ridge Annexation in Larimer County. The property encompasses approximately 80 acres, located west of Larimer County Road 3E, and south of the exiting Ridge Filing 1 and Filing 2. Representatives of the developer was present to answer questions. Having no public comments, the public hearing closed at 7:10 p.m. Motion made by Councilmember Tallent, seconded by Councilmember Mellon to approve Ordinance 2022-228 Annexing 80.66 acres known as the South Ridge Annexation on first reading. Motion carried with a unanimous vote.

2. Ordinance 2022-229 Approval of PUD-R Zoning of the Property Known as the South Ridge Annexation, Located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, Consisting of Approximately 80.66 Acres – Mayor Lebsack opened the public hearing at 7:11 p.m. and heard from staff. This is a request to zone the property known as South Ridge Annexation to Planned Unit Development Residential (PUD-R). Mr. Brian Hill resident at 533 King Avenue expressed concerns about the water supply the Town has for all the recent annexations in the town. Having no further comments, the public hearing closed at 7:16 p.m. Motion made by Councilmember Young, seconded by Councilmember Molinar Jr. to approve Ordinance 2022-229 Approving PUD-R Zoning for the property known as South Ridge Annexation on First Reading. Motion carried with a unanimous vote.

3. Ordinance 2022-230 Approving P.U.D. Outline Development Plan for South Ridge, Located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, Consisting of Approximately 80.66 Acres – Mayor Lebsack opened the public hearing at 7:18 p.m. and heard from staff. The Outline Development Plan shows the intent to develop mixed-density residential with an overall density range of 3.5 to 5.0 dwelling units per acre. Having no comments, the public hearing closed at 7:30 p.m. Motion made by Councilmember Tallent, seconded by Councilmember Mellon to approve Ordinance 2022-230, Approving the South Ridge P.U.D. Outline Development Plan on first reading. Motion carried with a unanimous vote.

NEW BUSINESS

1. Annexation Agreement South Ridge Annexation, with Southridge Holdco, LLC - Motion made by Councilmember Mellon, seconded by Councilmember Molinar to approve the Annexation Agreement for the South Ridge Annexation. Motion carried with a unanimous vote.

2. Resolution 2022-12 Town of Johnstown Comprehensive Financial Management Policies -Motion made by Councilmember Mellon, seconded by Councilmember Young to approve Resolution 2022-12, Resolution Adopting Town of Johnstown Comprehensive Financial Management Policies. Motion carried with a unanimous vote.

ADJOURN

The meeting adjourned at 7:47 p.m.

Mayor

Town Clerk

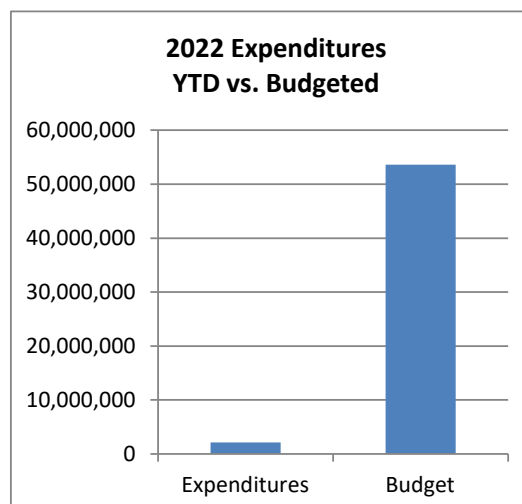
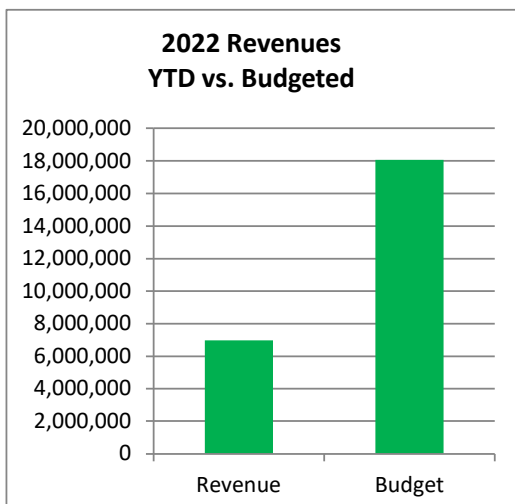
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending March 31, 2022
Unaudited

Item #4.

General Fund	2022 Actuals March	2022 Adopted Budget	% Complete
Beginning Fund Balance*	68,782,344	68,782,344	
Revenues:			
Taxes & Fees	4,908,718	16,413,716	29.9%
Licenses & Permits	1,859,633	1,156,650	160.8%
Fines & Forfeitures	47,138	160,500	29.4%
Intergovernmental	18,559	25,000	74.2%
Earnings on Investment	4,096	52,500	7.8%
Miscellaneous Revenue	137,733	253,000	54.4%
Transfers In	-	-	
Total Operating Revenues	6,975,877	18,061,366	38.6%
Expenditures:			
Legislative	232,850	932,500	25.0%
Town Manager	132,799	1,644,593	8.1%
Town Clerk	80,795	509,750	15.8%
Finance	115,282	417,510	27.6%
Planning	102,003	759,878	13.4%
Reimbursements	34,728	300,000	11.6%
Building Inspections	50,603	271,400	18.6%
Police	957,724	4,878,580	19.6%
Public Works	85,295	761,200	11.2%
Buildings	47,177	293,250	16.1%
Transfers Out	284,448	42,837,000	0.7%
Total Expenditures	2,123,704	53,605,661	4.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	4,852,173	(35,544,295)	
Prior Period Adjustment			
Ending Fund Balance*	73,634,517	33,238,049	

* - Unaudited

25% of the fiscal year has elapsed



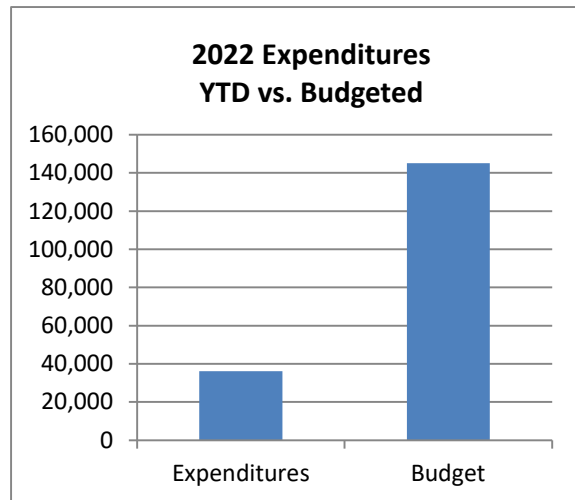
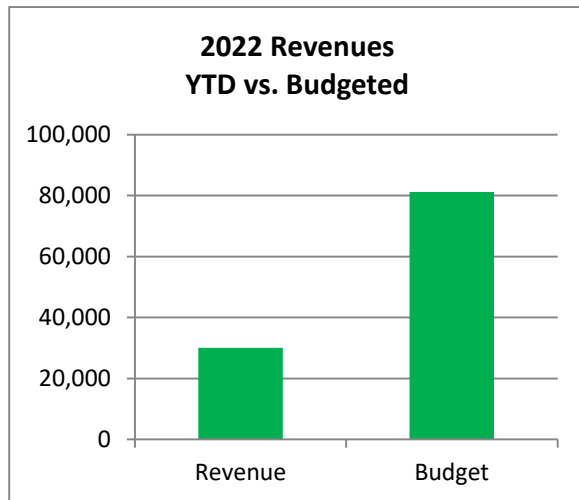
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending March 31, 2022
Unaudited

Item #4.

	2022 Actuals March	2022 Adopted Budget	% Complete
Conservation Trust Fund			
Beginning Fund Balance*	100,051	100,051	
<u>Revenues:</u>			
Intergovernmental	30,004	81,100	37.0%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	30,004	81,150	37.0%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	36,164	145,000	24.9%
Total Expenditures	36,164	145,000	24.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(6,160)	(63,850)	
Ending Fund Balance*	93,891	36,201	

* - Unaudited

25% of the fiscal year has elapsed



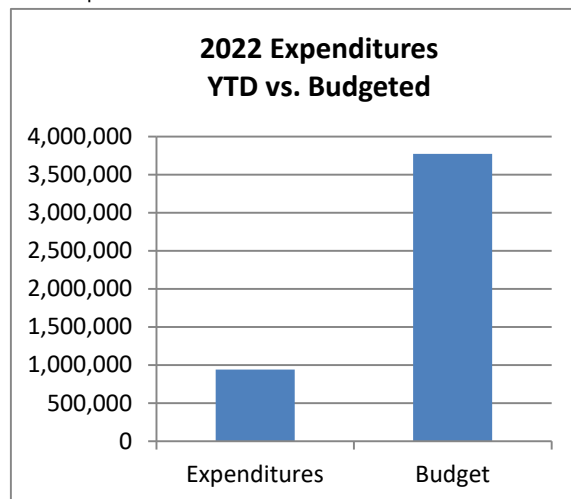
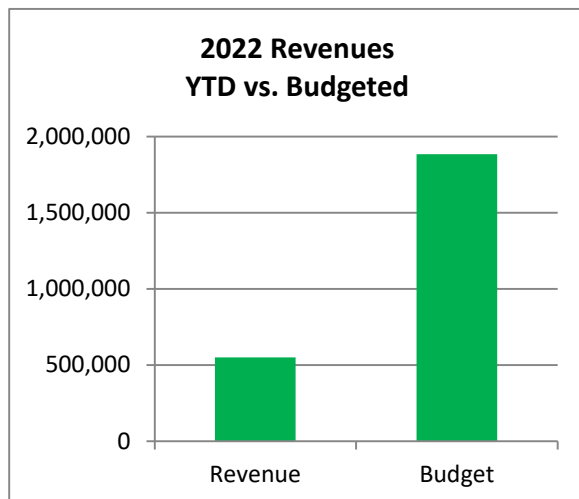
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending March 31, 2022
Unaudited

Item #4.

	2022 Actuals March	2022 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance*	7,672,201	7,672,201	
<u>Revenues:</u>			
Taxes & Fees	529,006	498,150	106.2%
Miscellaneous Revenue	22,198	222,000	10.0%
Transfers In	0	1,162,000	0.0%
Total Operating Revenues	551,594	1,884,650	29.3%
<u>Expenditures:</u>			
Operations	53,539	1,037,550	5.2%
Capital Outlay	890,080	2,737,000	32.5%
Transfers Out	-	-	
Total Expenditures	943,618	3,774,550	25.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(392,025)	(1,889,900)	
Ending Fund Balance*	7,280,176	5,782,301	

* - Unaudited

25% of the fiscal year has elapsed



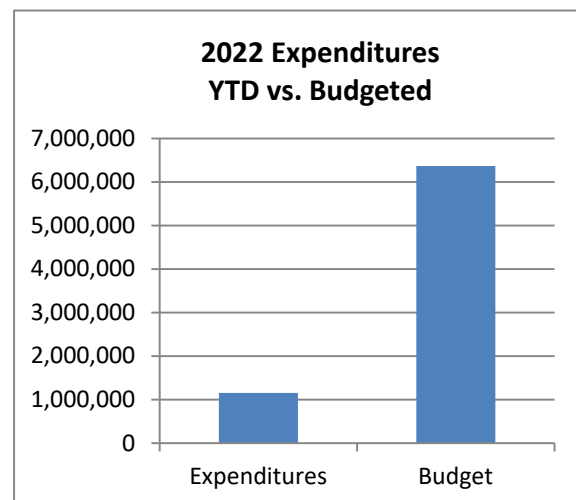
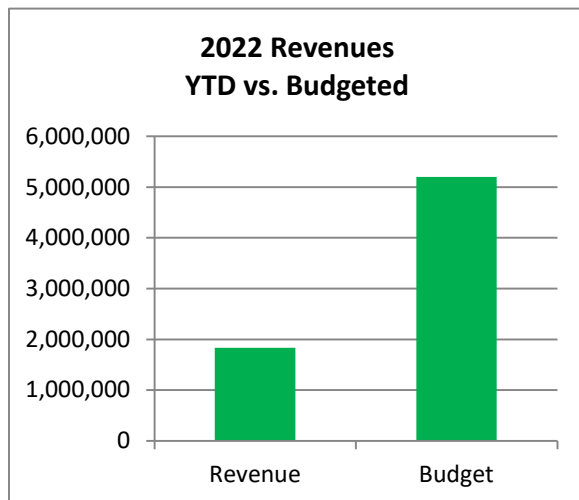
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Street and Alley Fund	2022 Actuals March	2022 Adopted Budget	%
			Complete
Beginning Fund Balance*	14,843,709	14,843,709	
<u>Revenues:</u>			
Taxes & Fees	635,981	3,191,400	19.9%
Intergovernmental	-	707,667	0.0%
Charges for Services	235,042	881,000	26.7%
Capital Investment Fees	962,252	420,550	228.8%
Earnings on Investment	946	2,000	47.3%
Miscellaneous Revenues	-	-	0.0%
Total Operating Revenues	<u>1,834,222</u>	<u>5,202,617</u>	35.3%
<u>Expenditures:</u>			
Operations & Maintenance	351,043	3,599,400	9.8%
Capital	<u>801,137</u>	<u>2,769,000</u>	28.9%
Total Expenditures	<u>1,152,179</u>	<u>6,368,400</u>	18.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>682,043</u>	<u>(1,165,783)</u>	
Ending Fund Balance*	<u>15,525,752</u>	<u>13,677,926</u>	

* - Unaudited

25% of the fiscal year has elapsed



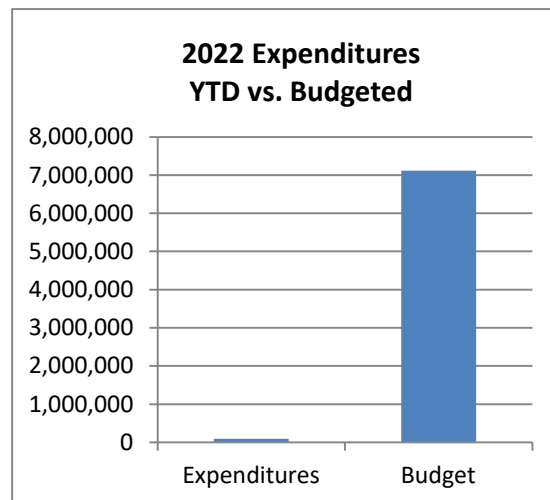
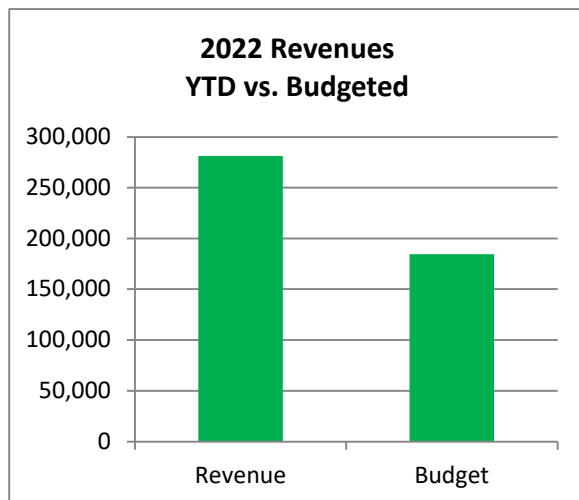
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Capital Projects Fund	2022 Actuals March	2022 Adopted Budget	% Complete
Beginning Fund Balance*	14,413,606	14,413,606	
<u>Revenues:</u>			
Taxes and Fees	279,927	240,000	116.6%
Miscellaneous Revenue	-	-	
Interest	1,255	4,500	27.9%
Transfers In	-	(60,000)	0.0%
Total Operating Revenues	281,182	184,500	152.4%
<u>Expenditures:</u>			
Capital Outlay	95,704	7,111,500	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	95,704	7,111,500	1.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	185,478	(6,927,000)	
Ending Fund Balance*	14,599,084	7,486,606	

* - Unaudited

25% of the fiscal year has elapsed



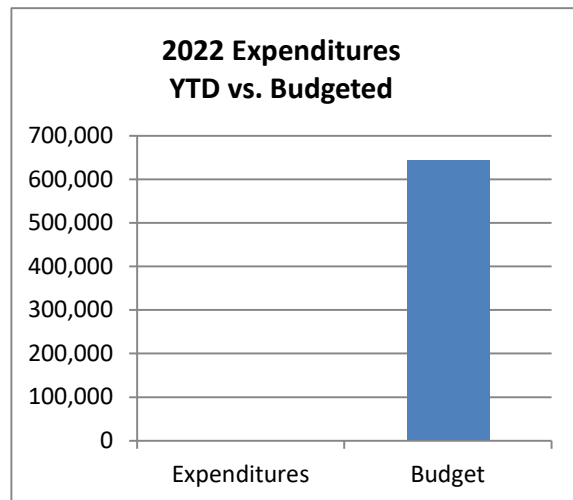
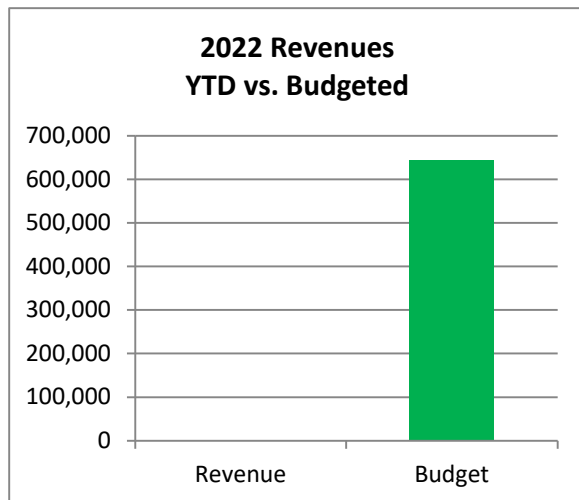
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Tax Allocation Fund	2022 Actuals March	2022 Adopted Budget	%
			Complete
Beginning Fund Balance*	95,951	95,951	
<u>Revenues:</u>			
Taxes & Fees	-	645,000	0.0%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	-	645,050	0.0%
<u>Expenditures:</u>			
Miscellaneous	-	645,050	0.0%
Total Expenditures	-	645,050	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	95,951	95,951	

* - Unaudited

25% of the fiscal year has elapsed



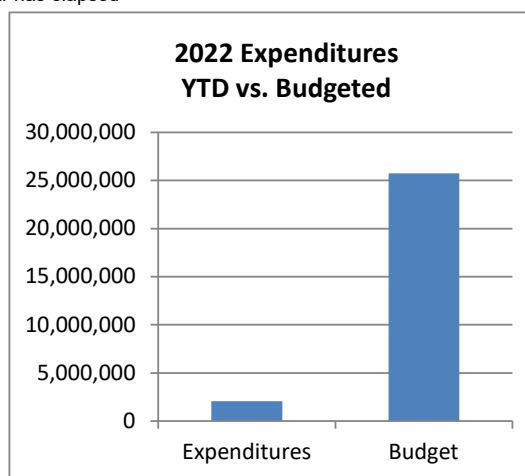
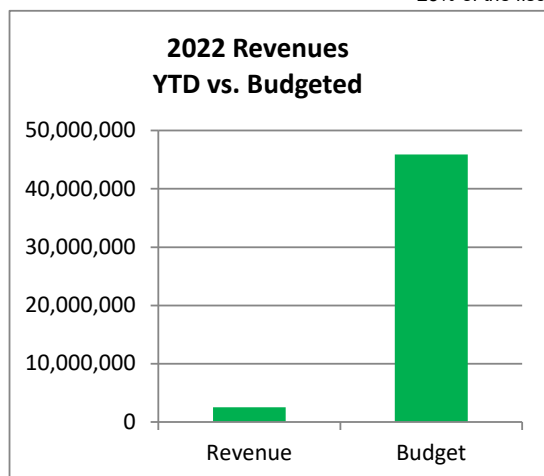
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Water Fund	2022 Actuals March	2022 Adopted Budget	% Complete
Beginning Cash Balance*	21,559,607	21,559,607	
<u>Revenues:</u>			
Charges for Services	767,746	3,838,700	20.0%
Total Operating Revenues	767,746	3,838,700	20.0%
<u>Expenses:</u>			
Administration	35,911	428,650	8.4%
Operations	538,332	3,968,650	13.6%
Capital Outlay	1,394,015	20,910,280	6.7%
Depreciation	108,697	425,000	25.6%
Transfers Out	-	-	
Total Operating Expenses	2,076,956	25,732,580	8.1%
Operating Income (Loss)	(1,309,210)	(21,893,880)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	762,174	1,006,050	75.8%
Capital Investment Fees	838,353	850,650	98.6%
Misc. Revenues	154,937	40,179,550	0.4%
Interest Expense	1,897	6,900	27.5%
Total Non-Operating Revenues (Expenses)	1,757,361	42,043,150	4.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	448,151	20,149,270	
Ending Cash Balance*	22,007,758	41,708,877	

* - Unaudited

25% of the fiscal year has elapsed



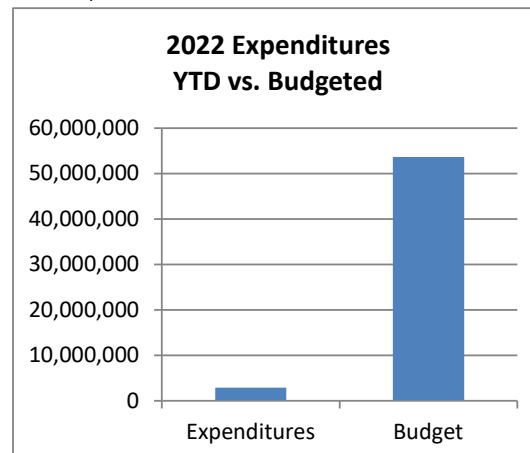
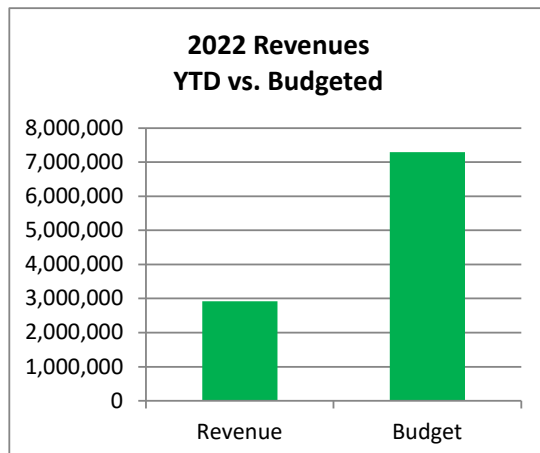
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending March 31, 2022
Unaudited

Item #4.

	2022 Actuals March	2022 Adopted Budget	% Complete
Sewer Fund			
Beginning Cash Balance*	5,341,829	5,341,829	
<u>Revenues:</u>			
Charges for Services	723,607	2,984,000	24.2%
Total Operating Revenues	723,607	2,984,000	24.2%
<u>Expenses:</u>			
Administration	33,283	244,050	13.6%
Operations	283,471	1,991,800	14.2%
Capital Outlay	2,505,512	49,189,000	5.1%
Depreciation	57,279	245,000	23.4%
Debt Service	-	1,953,150	0.0%
Total Operating Expenses	2,879,545	53,623,000	5.4%
Operating Income (Loss)	(2,155,938)	(50,639,000)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	2,179,346	2,396,740	90.9%
Misc. Revenues	11,000	1,915,000	0.6%
Interest Expense	5,146	1,200	428.8%
Debt Proceeds	-	-	
Total Non-Operating Revenues (Expenses)	2,195,492	4,312,940	50.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	39,554	(46,326,060)	
Ending Cash Balance*	5,381,383	(40,984,231)	

* - Unaudited

25% of the fiscal year has elapsed



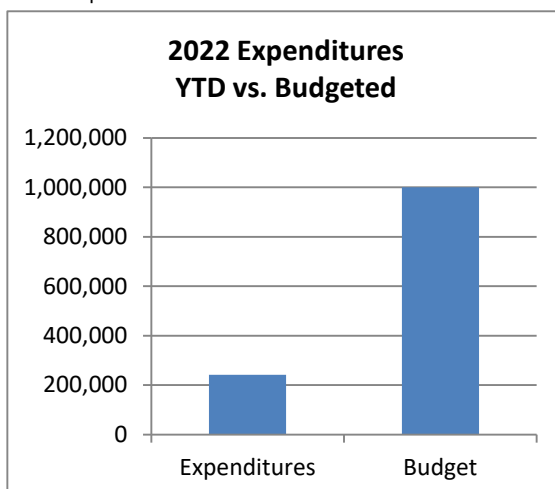
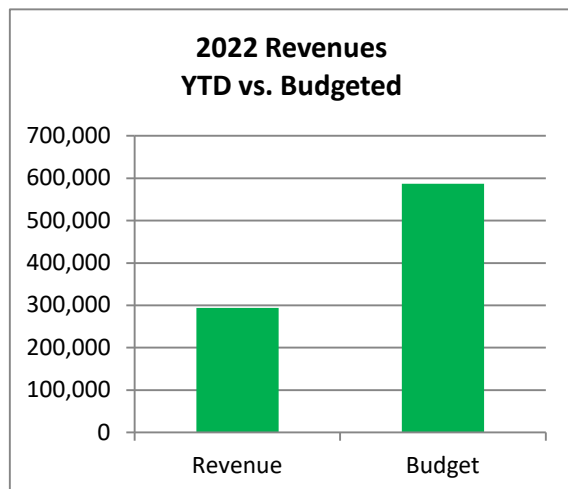
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Drainage Fund	2022 Actuals March	2022 Adopted Budget	% Complete
Beginning Cash Balance*	3,732,384	3,732,384	
<u>Revenues:</u>			
Charges for Services	122,354	475,900	25.7%
Total Operating Revenues	122,354	475,900	25.7%
<u>Expenses:</u>			
Administration	21,842	156,765	13.9%
Operations	219,593	364,100	60.3%
Capital Improvements	-	480,000	0.0%
Transfer Out	-	-	
Total Operating Expenses	241,435	1,000,865	24.1%
Operating Income (Loss)	(119,081)	(524,965)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	171,259	110,000	155.7%
Misc. Revenues	-	-	
Interest Expense	292	1,000	29.2%
Total Non-Operating Revenues (Expenses)	171,551	111,000	154.6%
Excess (Deficiency) of Revenues and Other Sources over Expenses	52,470	(413,965)	
Ending Cash Balance*	3,784,854	3,318,419	

* - Unaudited

25% of the fiscal year has elapsed



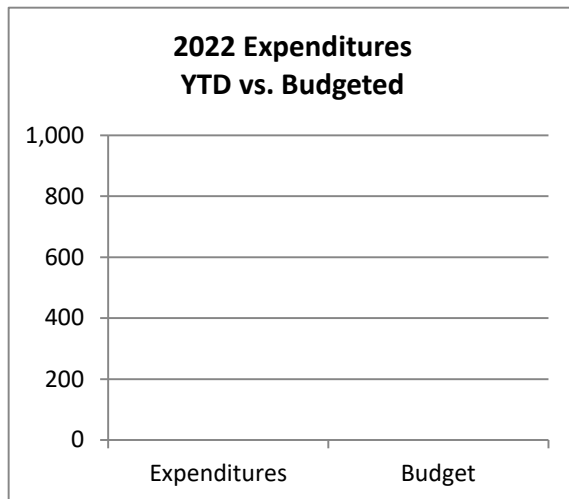
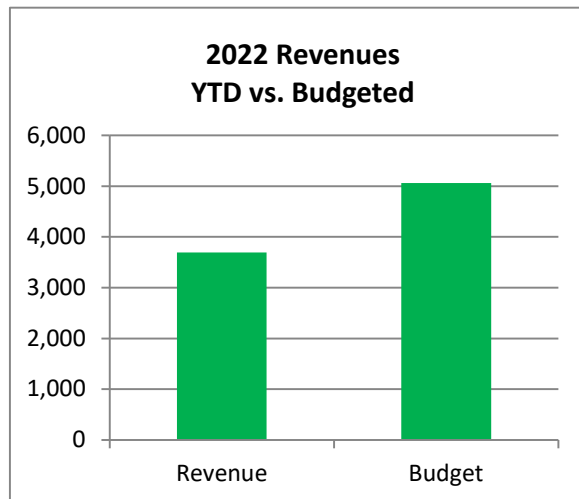
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Cemetery Perpetual Fund	2022 Actuals March	2022 Adopted Budget	% Complete
Beginning Fund Balance*	153,817	153,817	
<u>Revenues:</u>			
Miscellaneous Revenue	3,678	5,000	73.6%
Earnings on Investment	17	60	28.3%
Total Operating Revenues	3,695	5,060	73.0%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,695	5,060	
Ending Fund Balance*	157,512	158,877	

* - Unaudited

25% of the fiscal year has elapsed



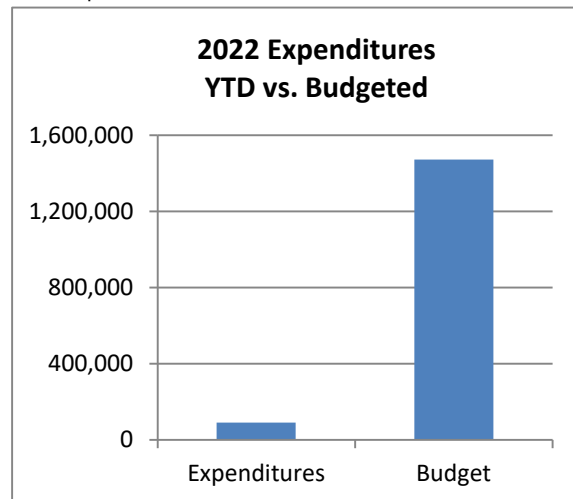
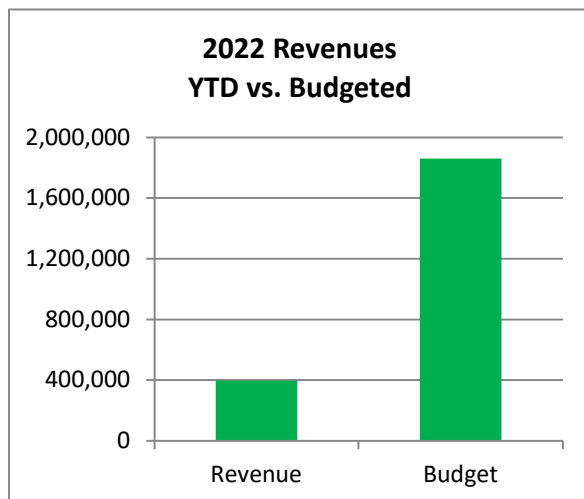
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Library Fund	2022 Actuals March	2022 Adopted Budget	% Complete
Beginning Fund Balance*	6,613,408	6,613,408	
<u>Revenues:</u>			
Intergovernmental	-	488,959	0.0%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	396,609	215,000	184.5%
Interest	40	5,000	0.8%
Transfers In	-	1,140,000	0.0%
Total Operating Revenues	396,649	1,859,959	21.3%
<u>Expenditures:</u>			
Operations	91,584	1,472,000	6.2%
Capital Outlay	-	-	0.0%
Total Expenditures	91,584	1,472,000	6.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	305,065	387,959	
Ending Fund Balance*	6,918,473	7,001,367	

* - Unaudited

25% of the fiscal year has elapsed



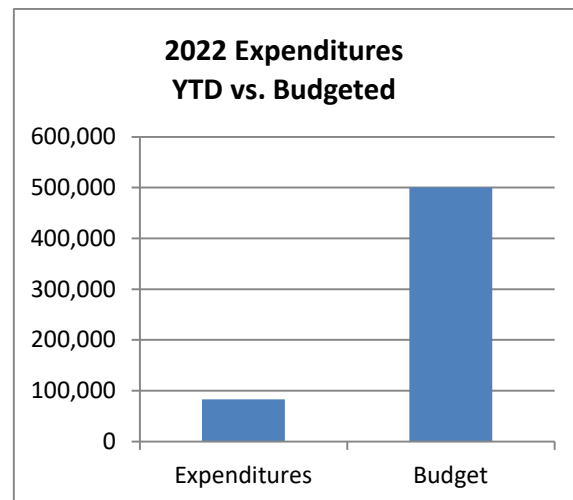
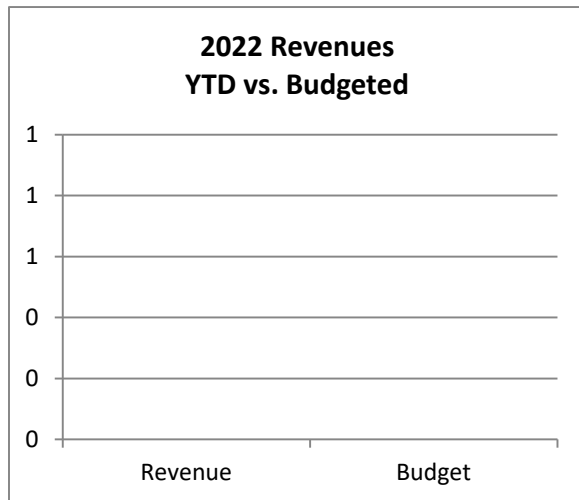
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending March 31, 2022
Unaudited

Item #4.

Recreation Center Fund	2022 Actuals March	2022 Adopted Budget	% Complete
Beginning Fund Balance*	922,738	922,738	
<u>Revenues:</u>			
Transfers In	-	-	
Earnings on Investment	-	-	
Total Operating Revenues	-	-	
<u>Expenditures:</u>			
Operations & Maintenance	83,333	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	83,333	500,000	16.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(83,333)	(500,000)	
Ending Fund Balance*	839,405	422,738	

* - Unaudited

25% of the fiscal year has elapsed



Town of Johnstown
List of Bills - March 10 - April 7, 2022

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Ace Hardware	Supplies	PW	387.06
All Copy Products, Inc	Copier	ADM/PD	3,888.98
American Security Cabinets	Ballot box	ADM	2,502.00
Applied Concepts, Inc	Vehicle equipment	PD	5,977.50
Aqua Backflow, Inc.	Supplies	PW	40.00
Aqua Engineering	Central WWTP - design	PW	113,154.26
Axon Enterprises, Inc.	Body cameras & storage	PD	18,273.14
BearCom	Vehicle equip	PD	910.00
Bill Massey	Construction easement	ADM	2,381.00
Bludot Technologies Inc.	Supplies	ADM	390.00
Browns Hill Engineering & Controls	Scada	PW	4,186.38
Bunyan Lateral Ditch Company	South Tank agreement	PW	1,071.00
Burns & McDonnell Engineering Co Inc.	WTP expansion	PW	148,631.05
CCNC, Inc	Dues	ADM	100.00
CDR Propane Services, LLC	Propane	ALL	2,840.50
Central Weld County Water District	Interconnects	PW	2,592.73
CenturyLink	Telephone	PW	249.77
CenturyLink/Lumen Asset Accounting	South Tank construction	PW	13,495.72
Churchich Recreation LLC	Picnic tables	PW	2,528.00
Cintas	Mat supplies/service	ALL	1,285.03
Clarion Associates, LLC	Development meeting	ADM	1,800.00
CMC Tire	Vehicle supplies	PD/PW	3,102.90
CMS Mechanical Services	Building maintenance	PW	1,122.75
Colorado Analytical Labs	Lab testing	PW	1,627.00
Colorado Greenbelt Management	Snow removal	PW	1,990.00
Colorado Politics	Dues	ADM	149.00
Connell Resources, Inc.	SH 60 patching & Central Ph 2 Const.	PW	1,009,775.47
Consolidated Hillsborough Ditch Co	2nd Street Bridge agreement	PW	30,000.00
Consolidated Home Supply Ditch &	Water legal	PW	3,135.00
Coren Printing, Inc	Supplies	ADM	158.00
Dana Kepner Co.	Supplies	PW	13.52
DeFALCO Construction Co	Old Town project	PW	176,216.08
Denali Water Solutions LLC	Sludge removal	PW	2,385.28
Denver Industrial Sales & Services Co	Cold patch materials	PW	4,788.00
DES Pipeline Maintenance, LLC	Maintenance	PW	2,450.00
Division of Oil and Public Safety	Elevator inspection	PW	30.00
Dog Waste Depot	Supplies	PW	399.94
DPC Industries Inc	Chemicals	PW	29,159.39
E-470 Public Highway Authority	Travel	PD	6.65
Election Systems & Software	Election expenses	ADM	916.12
Ergomed	Employment screening	ADM	400.00
Faris Machinery Co.	Sweeper brooms	PW	1,170.00
Felsburg Holt & Ullevig Inc	Engineering services	PW	660.00
Felsburg Holt & Ullevig Inc	Billback - Engineering	ADM	2,847.50

Ferguson Waterworks	Supplies	PW	1,448.72
Firestone Complete Auto Care	Vehicle maintenance	PD/PW	1,105.81
First Class Security Systems	Fire system monitoring	ALL	889.80
First National Bank	Custodial services	ALL	1,028.07
Flannery, Derek	Reimbursement - Certification	PW	150.00
Front Range Roofing Systems LLC	Roof maintenance	PW	1,066.67
Frontier Business Products	Supplies	ADM	267.33
Frontier Fertilizer & Chemical	Supplies	PW	77.77
Glenn A. Jones Library	Library support	ADM	70,126.00
Grainger, Inc.	Equipment repair & supplies	PW	1,742.57
Great Western Railway of CO	Railroad crossing annual fee	ADM	12,075.00
Greeley Lock and Key	Door repair	PW	210.00
Ground Engineering Consultants, Inc.	Sewer plant materials testing	PW	10,490.00
Hays Market Inc	Supplies	ADM/PW	67.34
Helton & Williamsen, P.C.	Engineering services	PW	17,845.00
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	13,008.98
Heritage Window Restoration LLC	JHS reimbursement	ADM	14,882.50
Hill & Robbins, PC	Legal services	PW	1,704.50
Hill & Robbins, PC	Billback - Legal services	ADM	235.00
Hotsy Equipment Of Northern Co, Inc	Equipment repair	PW	345.00
IMEG Corp	Engineering services	PW	31,564.10
IMEG Corp	Billback -Engineering services	ADM	87,947.91
Insight North America, LLC	Investment services	ALL	6,052.55
Insite Instrumentation Group, Inc.	Lab equipment	PW	1,896.00
Interstate Battery of the Rockies	Supplies	PW	215.90
J&D Creations	Uniforms	PW	1,613.85
J&S Contractors Supply Co.	Plow blades/supplies	PW	3,907.68
J&T Consulting, Inc.	Johnstown Reservoir dam repair	PW	22,129.31
J-2 Contracting Co.	Johnstown Reservoir dam repair	PW	451,701.25
Jake Bachman	Refund fees	ADM	1,000.00
Johnstown Breeze	Publications	ADM	3,611.53
Johnstown Downtown Dev. Assn.	Cinco De Mayo event	ADM	85.00
Johnstown Senior Center	Insurance renewal	ADM	1,802.00
J-U-B Engineers, Inc.	Engineering services south tank	PW	40,426.40
Kangaroo Express of Longmont, Inc	Lab testing	PW	200.00
Kelly Supply Co	Pipe/supplies	PW	1,151.22
Kerr-McGee Oil & Gas Onshore LP	Royalty fees	ADM	9.98
Kinsco, LLC	Police equipment	PD	2,529.20
Laerie Calibration & Metrology Ser.	Test gauge maintenance	PW	124.98
Language Line Services Inc.	Translation service	PD	56.82
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	178,169.49
Law Office of Avi Rocklin LLC	Legal services	ADM	5,278.50
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	31,103.50
Law Office of P. Andrew Jones	Legal services	ADM	600.60
Lazar, Michael	Municipal Court Judge	ADM	5,325.00
Loveland Barricade LLC	Supplies	PW	300.00
M & N Stump Grinding and Small Tree Svcs	Code enforcement	PD	1,950.00
Mac Equipment, Inc	Supplies and repair services	PW	5,635.38

Macdonald Equipment Co	Equipment repair	PW	485.60
Mares Auto Inc.	Vehicle maintenance	PW	605.27
Milliken Johnstown Electric	Equipment maintenance	PW	1,861.14
Mountain States Pipe & Supply	Water meters	PW	334.12
Mowery Development, LLC	Developer deposit refund	ADM	2,028.00
Napa Auto Parts, Inc	Vehicle supplies	PW	1,377.45
Northern Engineering	Billback -Engineering	ADM	1,148.75
Otak	Little T Trail	PW	552.75
Overhead Door Company	Building maintenance	PW	934.60
Pipestone Equipment	County Road 3 PRV upgrade	PW	16,495.90
Pitney Bowes Global	Postage meter	PD/ADM	98.55
Poudre Valley REA	Utilities	ALL	11,217.91
Prible, Maurice	Reimbursement - Certification	PW	85.00
ProCode Inc.	Inspection services	ADM	15,750.00
Purchase Power	Postage meter	PD/ADM	301.50
Ramaker & Associates, Inc.	Court software	ADM	450.00
Ramey Environmental Compliance Inc.	OCR services	PW	20,211.22
Renewable Fiber	Playground materials	PW	8,388.00
Reorganized Farmers Ditch Co.	Water assessments	PW	412.50
Rhinehart Oil Co., Inc.	Fuel	PW/PD	13,912.82
Rick Babb	Equipment maintenance	PW	50.00
Sam's Club MC/SYNCB	Supplies	PD	117.72
Seachange	Election ballots	ADM	29,468.32
Security Central, Inc	Fire system test	PW	229.95
Seele, Diana	Reimbursement - bank error	ADM	400.00
SHM West, LLC	South Tank construction	PW	1,079,519.98
Sirchie	Lab supplies	PD	83.66
Striglos	Computer	PW	1,095.00
Survival Armor	Supplies	PD	2,460.51
Tait & Associates, Inc.	Old Town drainage design services	PW	111,409.32
TDS	Telephone	ALL	1,490.35
The Gard Lateral Ditch Company	Water assessment	ADM	1,020.00
TimberLAN	IT services	ALL	4,000.00
T-Mobile	Cell phone	PD	66.06
UC Health Medical Group	Medical services	PD	1,121.93
UE Compression	Supplies	PW	527.17
United Power, Inc	Utilities	PW	776.90
University of Northern Iowa	Training	PW	598.00
USA Bluebook	Supplies	PW	2,988.49
Utility Notification Center of Colorado	Locates	PW	2,316.60
Verizon Wireless	Cell phones	PW/PD	2,999.38
Wagner Equipment Co.	Equipment maintenance	PW	6,238.26
Warehouse Supply Inc	Supplies & tools	PW	232.60
Waste Connections of Colorado Inc.	Trash services	PW	72,319.39
Weld County	South Tank permit	PW	13,180.00
Weld County Clerk & Recorder	Recording deposit	ADM	500.00
Weld County Dept of Public Health	Lab services	PW	1,300.00
Whispir	Newsletter & phone out	ADM	500.80

Whiteside's	Uniforms	PW	1,139.96
Windstream	Telephone/internet	ALL	1,064.62
Winters, Hughes & Laue, LLC	Prosecuting attorney services	ADM	3,240.00
Xcel Energy	Utilities & LED project	ALL	91,198.55
YMCA of Northern Colorado	Operating subsidy	ADM	83,333.34
Yost Cleaning	Monthly cleaning service	ALL	5,510.50
			4,255,009.12



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Ordinance 2022-228 Annexing Certain Unincorporated Lands known as the South Ridge Annexation

ACTION PROPOSED: Consider Second Reading Ordinance 2022-228

ATTACHMENTS: 1. Ordinance 2022-228

PRESENTED BY: Justin Currie, Planner II

AGENDA ITEM DESCRIPTION:

Council held a public hearing on April 4, 2022 and approved Ordinance No. 2022-228 on first reading.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2022-228 Annexing of the Property known as the South Ridge Annexation on second reading.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

johnstown.colorado.gov

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

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-228**

**ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE
NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF
LARIMER, STATE OF COLORADO, CONSISTING OF
APPROXIMATELY 80.66 ACRES AND KNOWN AS THE SOUTH RIDGE
ANNEXATION**

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, by Resolution No. 2022-05, the Town Council found a petition for annexation of certain property situated in North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the “South Ridge Annexation,” to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on April 4, 2022, the Town Council has held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

WHEREAS, the Town Council has determined that the requirements of C.R.S. §§ 31-12-104 and 105 have been met, that an election is not required and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of certain unincorporated property situated in North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2023.

Section 3. That, within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
- B. File two certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Larimer County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 4th day of April, 2022.



ATTEST:

By: _____

Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____

Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____

Diana Seele, Town Clerk

By: _____

Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Ordinance 2022-229 Approval of PUD-R Zoning of the Property known as the South Ridge Annexation

ACTION PROPOSED: Consider Second Reading Ordinance 2022-229

ATTACHMENTS: 1. Ordinance 2022-229

PRESENTED BY: Justin Currie, Planner II

AGENDA ITEM DESCRIPTION:

Council held a public hearing on April 4, 2022 and approved Ordinance No. 2022-229 on first reading.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2022-229 Approval of PUD-R Zoning of the Property known as the South Ridge Annexation on second reading.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

johnstown.colorado.gov

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

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-229**

**APPROVAL OF PUD-R ZONING OF THE PROPERTY KNOWN AS THE
SOUTH RIDGE ANNEXATION, LOCATED IN THE NORTH HALF OF
THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF
COLORADO, CONSISTING OF APPROXIMATELY 80.66 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, the Town Council approved annexation of certain property situated in the situated in North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the South Ridge Annexation (“Property”); and

WHEREAS, the property owners applied for Planned Unit Development – Residential (“PUD-R”) zoning of the Property in conjunction with annexation; and

WHEREAS, pursuant to state law, upon annexation, the Town Council must zone the Property within ninety (90) days; and

WHEREAS, the Town’s Planning and Zoning Commission held a hearing and recommended approval of PUD-R zoning for the Property; and

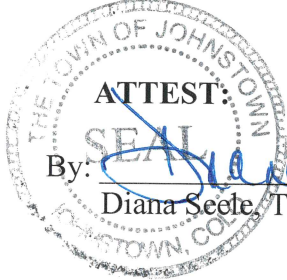
WHEREAS, on April 4, 2022, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to PUD-R conforms to the Town’s Comprehensive Plan.

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

1. Zoning Approval. Zoning of the Property known as the South Ridge Annexation and more particularly described on the attached Exhibit A shall hereby be designated as PUD-R.
2. 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 the later of the following:

(i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Larimer County Clerk and Recorder. 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 4th day of April, 2022.



ATTEST:
By: Diana Seele
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Ordinance 2022-230 Approving the South Ridge P.U.D. Outline Development Plan

ACTION PROPOSED: Consider Second Reading Ordinance 2022-230

ATTACHMENTS: 1. Ordinance 2022-230

PRESENTED BY: Justin Currie, Planner II

AGENDA ITEM DESCRIPTION:

Council held a public hearing on April 4, 2022 and approved Ordinance No. 2022-230 on first reading.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2022-230 Approving the South Ridge P.U.D. Outline Development Plan on second reading.

Reviewed and Approved for Presentation,

Town Manager

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**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-230**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR
SOUTH RIDGE, LOCATED IN THE NORTH HALF OF THE
SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER,
STATE OF COLORADO, CONSISTING OF APPROXIMATELY
80.66 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, Southridge HoldCo, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a development known as South Ridge, located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres; and

WHEREAS, on March 23, 2022, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan for South Ridge; and

WHEREAS, on April 4, 2022, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan for South Ridge; and

WHEREAS, after considering the Planning and Zoning Commission’s recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the P.U.D. Outline Development Plan for South Ridge is consistent with and furthers the goals of the *Johnstown Area Comprehensive*; and

WHEREAS, based on the foregoing, Town Council desires to approve the P.U.D. Outline Development Plan for South Ridge.

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

Section 1. P.U.D. Outline Development Plan Approval. The P.U.D. Outline Development Plan for South Ridge, located in the North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres, attached hereto and incorporated herein by reference as Exhibit A (“Property”), is hereby approved.

Section 2. 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 the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. 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 _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: April 18, 2022

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 05/02/2022 – Regular Town Council Meeting
- 05/09/2022 – Work Session – (6 p.m.)
- 05/16/2022 – Regular Town Council Meeting
- 06/06/2022 – Regular Town Council Meeting
- 06/27/2022 – Work Session – (6 p.m.) Tentative

Administration, Finance, Planning, & Human Resources

- *Cemetery Software* – Staff has migrated over 1800 records into the new software that was purchased in the fall of 2021.
- *Liquor Licenses* – The Immortal Bar recently changed its name to Spirits Music Hall; the Town Clerk is working with the owners to get the proper paperwork filed with the Town and State.
- *Municipal Court* – Staff processed 143 summonses in the month of March.
- *Election* – The election team did a great job and processed 1620 ballots. The new 24 Hour Drop Box was a success as there were over 1200 ballots dropped off in the box.

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- *Planning & Zoning* – The commission welcomed its two new members and is now a full 7 members. PZC has consistently been meeting twice per month. Next meetings are scheduled for April 27 and May 11.
- *Land Use Code* – The Town hosted a community engagement meeting online on Tuesday April 12, with our consultants. The presentation mirrored prior information presented to Council and PZC, with the opportunity to obtain feedback and information from the participants.
- *Business of the Month* – April’s Business of the Month is Cassidy’s Sport Grill located at 15 S. Parish Avenue in Downtown Johnstown. Cassidy’s was officially awarded BOTM during April’s Council meeting on April 4, 2022.
- *Biz Walk* – The Town Manager and Economic Development Manager had their monthly Biz Walk in March and visited with Los Rudos Tacos located at 208 E. S 1st Street in Downtown Johnstown. April’s Biz Walk is tentatively scheduled for April 28, 2022.
- *Biz West NoCo Summit* – Staff attended the annual NoCo Real Estate Summit hosted by Biz West and presented during the Breaking Ground Session. Staff highlighted current economic development projects which included Buc-ee’s Travel Center, Ledge Rock Center, and opportunities for commercial development along Hwy-60. The Town also hosted a booth at the event and received positive feedback from the development community regarding the Town’s development process and business friendly environment.
- *Northern Colorado Regional Economic Development Initiative (NoCo Redi)* – The Town continues to participate in the regional efforts led by NoCo Redi. NoCo Redi recently released an annual report that highlighted the continued regional growth experienced in Northern Colorado which includes 13,000 new jobs in the pipeline with an average annual wage of \$75,000 and a potential \$15 Billion in private capital investment.
- *Arbor Day Programming* – The Arbor Day Tree Give Away voucher pick up was April 1-April 13 with April 14 and 15 for pick up days. By April 8, all 100 trees had been spoken for by residents who picked up vouchers. Tree Give Away Days (to include both before and after regular hours) went well in partnership with the Police Department and Public Works Department. There will be an Arbor Day Celebration Tour for local 4th grade classes involving Town Council on April 21, 2022. This Tour is complemented by a provided lesson plan for the classes prior to the Mayor’s meeting with them. The hope is to start an annual, sustainable, program to encourage the kids of Johnstown to be Earth stewards.
- *Highway 60 Analysis* – The Highway 60 corridor analysis has been placed on hold temporarily due to changes in personnel with the current engineering firm. We are evaluating options related to how we are best positioned to proceed and this decision will be made in the next 7-10 days. The initial agreement only started, which means little time will be lost if we make a change.
- *Larimer County Manager* – Linda Hoffmann, Larimer County Manager recently retired. She has been a strong regional partner for the municipalities and County in Larimer

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County and we appreciate her hard work and partnership for the betterment of our community.

- *Office of Communications Hiring* – The Office of Communications started interviewing for the Communications Specialist position the week of April 4. This position will provide support to the Communications Manager and will work to help promote transparency, message quality, and brand integrity within the Town of Johnstown.
- *Communication Types Update* – There are many ways to find out what is going on in the Town of Johnstown, between our very successful print and electronic monthly newsletter (open rate averages 40.2%), our social media (4.9k Facebook followers), our Community Calendar (linked off of the home page Johnstown.colorado.gov), our Capital Improvement Projects page (Johnstown.colorado.gov/CIP), the Town Manager Department Reports in every meeting packet or at Johnstown.colorado.gov/townmanager, or any of the resources on our website Johnstown.colorado.gov.
- *Northern Water Users Meeting* – Staff attended the Northern Water Users Meeting. This is the company that delivers and administers the Colorado Big Thompson Water and also is active in both the Windy Gap and Northern Integrated Supply Project (NISP) Water Projects.

Public Works and Utilities

Public Works

- *Pavement Maintenance Program* – Town staff is currently developing bid documents for this year's Pavement Maintenance Program.
- *Temporary Traffic Control Training* – The Town of Johnstown Public Works Department is hosting a Temporary Traffic Control training class that will be taught by an ATSSA Master Instructor. The training is intended for anyone involved in a construction work zone project (such as our streets crews). The class will teach a basic knowledge of temporary traffic control that allows staff to safely install traffic control devices, monitoring their performance, and recognizing deficiencies during the course of a project. The training is being paid for by a federal grant received by ATSSA. The Training will be held here in Johnstown Council Chambers and will include the City of Loveland, and the Towns of Mead and Milliken.
- *Spring Clean Up Day* – The Streets Division of Public Works is finalizing plans with Waste Connections for our spring clean-up day being held on April 23, 2022.
- *Potholes* – Town Streets crews have used a total of 3.5 tons of cold patch for potholes already this year.

Water Plant & System

- *Water Plant*
 - Scheduled GAC startup for end of April to prepare for geosmin and MIB in the water.
 - Coordinating with Browns Hill to create a daily report for the Water Commissioner, Home Supply and Town's Water Accountant with the Town's Raw Water and Return Flows.

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- Compiling Consumer Confidence Report information for mailing in May.
- Staff going to a more streamlined report style, to generate monthly reporting for water and wastewater.
- Staff editing daily walkthrough and Standard Operating Procedures (SOP) for easy input.
- *Distribution System*
 - Revere had a water break that was quickly identified and isolated by operations staff.
 - We are working through meter software upgrade and supply chain issues to cover the equipment gap between the new and old software to facilitate meter installations.
 - Administration is working on creating map books for utility locates.

Wastewater Plants & System

- *Central*
 - Working with Browns Hill to automate the Central Plant.
 - Contractor scheduled to haul off dry sludge removed from Pond 2.
 - Upgrading Non potable water system for more efficient operations.
 - Evaluating operation of Lift Station at Central.
- *Low Point*
 - Staff is Planning and preparing for effluent channel and contact chamber cleaning in May.
 - All of process control and plant checks were completed.
 - Staff going to a more streamlined report style, to generate monthly reporting.
 - Staff editing daily walkthrough and SOP for easy input.
- *Collection*
 - Lift Station routing inspection and maintenance.
 - Evaluating sewer inspection software to establish long-term O & M of the collection system.
 - Administration working on creating map books for utility locates.

Project Updates

- *2nd Street Bridge Project* – The project is moving along very nicely. Paving operations are scheduled to take place the week of April 11. The project should be completed by the week of April 18.
- *Old Town Drainage* – The project storm drain installation is nearly complete. The Town is now working with Xcel Gas to lower the gas line. Xcel has mentioned a supply chain issue for needed parts. We are looking at the possibility of a delay in paving operations if we are stalled by Xcel. Staff has been meeting with Xcel to discuss options to keep the project moving forward and hope to have a resolution to this challenge soon.
- *Charlotte Street* – Design is complete and bid documents are almost complete. The project will bid based on the timing of the DOLA Energy Impact Grant.
- *Johnstown Reservoir Dam Repair* – The Contractor set the bridge for the outlet tower structure on the east end and is building up the grade of the Dam to be a consistent elevation all the way around the Trail. The Town coordinated with the Home Supply and the ditch

has started running water to completely fill the reservoir by the end of the month with the permission of the State Dam Engineer. The Town has been communicating with the Colorado Department Parks and Wildlife (CPW) on the filling and restocking of the lake and will provide updates to the public.

- *South Water Tank* – Contractor is continuing the striping and forming of each level of the tower shaft as well as pouring all of the dome pieces for the roof. This will continue until the end of the summer. We will try to offer a tour of the construction in April when the weather improves.
- *South Water Tank Distribution Pipeline* – Project work is focused on Bunyan Ditch and a Farmers Ditch bore crossings before irrigation season. Contractor is installing waterline through DCP mitigation area on WCR13 and along WCR15. Due to some unintended utility impacts the project is looking at a redesign in the WCR15 area which may delay the project a couple weeks in this area. April will start the work from the SH60 property heading south.
- *Water Treatment Plant Expansion* – Town received a 15% design estimate from the Design Engineer and is working as a team to determine the next steps contractually to effectively and efficiently move into construction.
- *Central Interceptor Phase 1* – The new lift station start-up and training of the operations Staff is scheduled for May. The old lift station decommissioning is scheduled for June. The Town has completed the substantial completion walk through with the Contractor.
- *Central Interceptor Phase 2* – Contractor is installing the manhole and main from the lift station heading south and will start to commence along CR46 as soon as the bore across WCR17 is complete. Due to mechanical issues with the bore work at the Hillsborough Ditch crossing the Town requested an extension with the Ditch company to April 25.
- *North Interceptor* – The CMaR team is finalizing the construction estimate for the contract pricing by the end of April. Construction is anticipated to be presented to Council for an award in May.
- *Low Point Sewer Expansion* – Earthwork construction continuing and crew is continuing to work on new structure construction for MBR/SBR and EQ basins adjacent to headworks building. We can coordinate a tour of the improvements in April if Council would like to visit the site.
- *Central Plant Design* – The Design Engineer submitted 30% plan for review. Town Operations staff will be reviewing and providing comment at the beginning of April.

Active Development

- *Active Developments:* The Ridge A & B, TRR LCR3, TRR 12, Johnstown Village (Mallard Ridge) Filing 1 Phase 3, Revere, Mountain View Townhomes, 2534 Site Plans, Evergreen Flex, Crowne Apartments, Johnstown Village Tracts M&N, Johnstown Farms Filing 3 WCR 46.5.
- *Acceptance:* Johnstown Village Filing 1 Phase 3A, Mountain View Townhomes
- *Early Building Permit Requests:* TRR 12, Mountain View Townhomes, Johnstown Village Filing 1 Phase 2 and Phase 3A.

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado, with attached Ledge Rock Water and Sewer Pipeline Escrow Agreement

ACTION PROPOSED: Consider First Amendment to Agreement and attached Escrow Agreement

ATTACHMENTS:

1. First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado
2. Ledge Rock Water and Sewer Pipeline Escrow Agreement

PRESENTED BY: Avi Rocklin, Town Attorney
MaryAnn McGeady, Special Counsel
Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On January 3, 2022, the Town, Ledge Rock Center, LLC (“Ledge Rock Developer”) and Ledge Rock Center Commercial Metropolitan District (“Ledge Rock District”) entered into the Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado (“Agreement”) related to the Town’s cooperation in the development of Ledge Rock Center Commercial, a commercial retail center to be located at the southeast corner of Interstate 25 and State Highway 60 (“Ledge Rock Project”). Pursuant to the Agreement, as also set forth in the Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado between the Town, the Johnstown Plaza Metropolitan District (“JP District”) and Johnstown Plaza, LLC (“JP Developer”) effective December 13, 2021, the Town recognized and agreed that, in refinancing the JP District’s bonds, the JP District would be entitled to issue additional bonds to pay for the JP Developer’s unreimbursed verified eligible costs. The parties agreed that the additional funds, referred to as the JP Developer Contribution, would be used to pay for the cost of public improvements associated with the Ledge Rock Project. On April 7, 2022, the JP District refinanced its bonds and received bond funds totaling approximately \$5,888,659 for the JP Developer Contribution.

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Per the Agreement, the JP Developer Contribution was to remain in the Johnstown Plaza project fund and only release to the Ledge Rock District when the Ledge Rock District issued bonds. If the Ledge Rock District did not issue bonds, the JP Developer Contribution was to be used to repay the Johnstown Plaza bonds.

Rather than wait for the issuance of the Ledge Rock bonds, the Ledge Rock District and the Ledge Rock Developer have requested that the Town execute the proposed First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado (“First Amendment”) and authorize the release of the JP Developer Contribution prior to the bond issuance in order to pay for public improvement costs associated with water and sewer pipelines to be installed at the Ledge Rock Project.

If the Town Council approves the First Amendment, the proposal is that the JP Developer Contribution would be deposited into a newly created escrow account, to be known as the Ledge Rock Water and Sewer Pipeline Escrow Account, pursuant to a separate Ledge Rock Water and Sewer Pipeline Escrow Agreement. A copy of the Ledge Rock Water and Sewer Pipeline Escrow Agreement is attached as Exhibit A to the First Amendment. The JP Developer Contribution would thereafter be released to the Ledge Rock District to pay verified eligible public improvements costs associated with the sewer and water pipelines for the Ledge Rock Project.

LEGAL ADVICE:

The Town Attorney and the Town’s Special Counsel, MaryAnn McGeady, prepared the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado and the Ledge Rock Water and Sewer Pipeline Escrow Agreement.

FINANCIAL ADVICE:

If the Ledge Rock District does not issue bonds, the JP Developer Contribution will be used to pay for public improvements associated with the Ledge Rock Project and will not be used to repay the Johnstown Plaza bonds.

RECOMMENDED ACTION: Approve the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado and the Ledge Rock Water and Sewer Pipeline Escrow Agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado, and the attached Ledge Rock

Water and Sewer Pipeline Escrow Agreement, and authorize the Mayor to execute both agreements.

For Denial: I move to deny approval of the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado.

Reviewed and Approved for Presentation,



Town Manager

**FIRST AMENDMENT TO
DEVELOPMENT AND REIMBURSEMENT AGREEMENT
LEDGE ROCK CENTER COMMERCIAL
JOHNSTOWN, COLORADO
DATE: _____, 2022**

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**FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT
FOR
LEDGE ROCK CENTER COMMERCIAL
JOHNSTOWN, COLORADO**

THIS FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR LEDGE ROCK CENTER COMMERCIAL, JOHNSTOWN, COLORADO (this “**First Amendment to Agreement**”) is made and entered into as of the Effective Date by and between **THE TOWN OF JOHNSTOWN, COLORADO**, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado (“**Town**”), **LEDGE ROCK CENTER, LLC**, a Kansas limited liability company (“**Developer**”), and **LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado (“**District**”).

RECITALS

1. The Town, the District and the Developer entered into that certain Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado dated January 3, 2022 (the “**Original Development and Reimbursement Agreement**” collectively the Original Development and Reimbursement Agreement and this First Amendment to Agreement shall be the “**Development and Reimbursement Agreement**”) for the purpose of setting forth the terms and conditions relating to the development, design and maintenance of the Project, the improvements to the Property, the collection, payment, use, and duration of the Credit PIF and the Add-On PIF and other matters related to the Project.
2. The Original Development and Reimbursement Agreement contemplated the deposit of the JP Developer Contribution into the Bond Proceeds Account and to be disbursed to the Developer as set forth in the Escrow Agreement.
3. The District has not yet issued Bonds and so the Bond Proceeds Account has not yet been established and the Escrow Agreement contemplated by the Original Development and Reimbursement Agreement has not yet been executed.
4. The District desires to proceed with the award and execution of a contract with a contractor for labor and materials related to certain of the water and sanitary sewer pipelines portion of the Public Improvements (the “**Ledge Rock Water and Sewer Pipeline Work**”) that it is authorized to provide under the Service Plan for the Ledge Rock District approved by the Town on September 8, 2021.
5. The Town, the District and the Developer desire the JP Developer Contribution to be used towards the funding of the Ledge Rock Water and Sewer Pipeline Work.
6. The Town, the Developer and the District now desire to enter into this First Amendment to Agreement to set forth the terms and conditions by which the Escrow Agent shall manage and disburse the escrow account established hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized terms used but not defined herein shall have the meaning set forth in the Original Development and Reimbursement Agreement. For purposes of this First Amendment to Agreement, the following terms have the meanings indicated below or terms shall have the meaning set forth in the Recitals.Effective Date. The date that this First Amendment to Agreement is fully executed by all the Parties, which shall be the date the First Amendment to Agreement is executed by the District.

(b) Ledge Rock Water and Sewer Pipeline Escrow Agreement. An escrow agreement in a form substantially similar to the form attached hereto as **Exhibit A** and incorporated herein by this reference to be executed by the Trustee, the District, the Town and the Developer prior to the issuance of Bonds.

(c) Ledge Rock Water and Sewer Pipeline Escrow Account. The escrow account established pursuant to the Ledge Rock Water and Sewer Pipeline Escrow Agreement.

(d) Ledge Rock Water and Sewer Pipeline Work. The work described in Exhibit A to the Ledge Rock Water and Sewer Pipeline Escrow Agreement as defined in Recital 5 above.

(e) Exhibit. The following Exhibit to this First Amendment to Agreement, which is incorporated by reference into and made a part of this First Amendment to Agreement.

EXHIBIT A Form of Ledge Rock Water and Sewer Pipeline
Escrow Agreement

ARTICLE II GENERAL PROVISIONS

2.1 Covenants. The provisions of this First Amendment to Agreement constitute covenants or servitudes that will, upon Recordation, touch, attach to and run with the land comprising the Property. The burdens and benefits of this Agreement will bind and inure to the benefit of all Parties hereto and all successors in interest to the Parties to this Agreement, except as otherwise provided in the Original Development and Reimbursement Agreement.

2.2 Recitals. The Recitals are incorporated into this Agreement as if fully set forth herein.

2.3 Paragraph 4.11. Paragraph 4.11 of the Original Development and Reimbursement Agreement is hereby amended in full to read as follows:

4.11 JP Developer Contribution. The Developer will remit the JP Developer Contribution to the District prior to the closing on the first issuance of the Bonds and the District will provide written notice of the receipt of such remittance to the Town prior to the closing on the first issuance of the Bonds. The JP Developer Contribution shall be deposited into the Ledge Rock Water and Sewer Pipeline Escrow Account established pursuant to the Ledge Rock Water and Sewer Pipeline Escrow Agreement, attached hereto as **Exhibit A**, and thereafter disbursed to the Developer as set forth in the Ledge Rock Water and Sewer Pipeline Escrow Agreement. The Developer and the District acknowledge that the JP Developer Contribution is, under no circumstances, either directly or indirectly to be reimbursed to the Developer, or any other party, from any revenues of the Town or the District or from the proceeds of any of the Bond or Other Obligations.

ARTICLE III MISCELLANEOUS

3.1 Headings. The paragraph headings herein are for the convenience and reference of the Parties and are not intended to define or limit the scope or intent of this First Amendment to Agreement.

3.2 Limitations of the First Amendment to Agreement. Unless otherwise specifically amended by this First Amendment to Agreement, all terms and provisions of the Original Development and Reimbursement Agreement shall remain in full force and effect.

3.3 Counterparts. This First Amendment to Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement as of the Effective Date.

[The Remainder of this Page Intentionally Left Blank]

LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado

By: _____
 Its: President _____
 Date: _____

Attest:

Secretary

STATE OF COLORADO)
)
) ss.
COUNTY OF _____)

The foregoing First Amendment to Development and Reimbursement Agreement for Ledge Rock Center Commercial, Johnstown, Colorado was acknowledged before me this _____ day of _____, 20____, by _____, as President and Secretary of Ledge Rock Center Metropolitan District, a quasi-municipal corporation of the state of Colorado.

Witness my hand and official seal.

My commission expires:

Notary Public

LEDGE ROCK CENTER, LLC, a Kansas
limited liability company

By: _____
 Its: President _____
 Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing First Amendment to Development and Reimbursement Agreement for Ledge Rock Center Commercial, Johnstown, Colorado was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ACKNOWLEDGED:

Town of Johnstown, Colorado

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the County of Weld,
State of Colorado

By: _____
Gary Lebsack, Mayor

Date: _____

Attest:

Diana Seele, Town Clerk

EXHIBIT A

LEDGE ROCK WATER AND SEWER PIPELINE WORK ESCROW AGREEMENT



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado, with attached Ledge Rock Water and Sewer Pipeline Escrow Agreement

ACTION PROPOSED: Consider First Amendment to Agreement and attached Escrow Agreement

ATTACHMENTS:

1. First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado
2. Ledge Rock Water and Sewer Pipeline Escrow Agreement

PRESENTED BY: Avi Rocklin, Town Attorney
MaryAnn McGeady, Special Counsel
Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On January 3, 2022, the Town, Ledge Rock Center, LLC (“Ledge Rock Developer”) and Ledge Rock Center Commercial Metropolitan District (“Ledge Rock District”) entered into the Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado (“Agreement”) related to the Town’s cooperation in the development of Ledge Rock Center Commercial, a commercial retail center to be located at the southeast corner of Interstate 25 and State Highway 60 (“Ledge Rock Project”). Pursuant to the Agreement, as also set forth in the Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado between the Town, the Johnstown Plaza Metropolitan District (“JP District”) and Johnstown Plaza, LLC (“JP Developer”) effective December 13, 2021, the Town recognized and agreed that, in refinancing the JP District’s bonds, the JP District would be entitled to issue additional bonds to pay for the JP Developer’s unreimbursed verified eligible costs. The parties agreed that the additional funds, referred to as the JP Developer Contribution, would be used to pay for the cost of public improvements associated with the Ledge Rock Project. On April 7, 2022, the JP District refinanced its bonds and received bond funds totaling approximately \$5,888,659 for the JP Developer Contribution.

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Per the Agreement, the JP Developer Contribution was to remain in the Johnstown Plaza project fund and only release to the Ledge Rock District when the Ledge Rock District issued bonds. If the Ledge Rock District did not issue bonds, the JP Developer Contribution was to be used to repay the Johnstown Plaza bonds.

Rather than wait for the issuance of the Ledge Rock bonds, the Ledge Rock District and the Ledge Rock Developer have requested that the Town execute the proposed First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado (“First Amendment”) and authorize the release of the JP Developer Contribution prior to the bond issuance in order to pay for public improvement costs associated with water and sewer pipelines to be installed at the Ledge Rock Project.

If the Town Council approves the First Amendment, the proposal is that the JP Developer Contribution would be deposited into a newly created escrow account, to be known as the Ledge Rock Water and Sewer Pipeline Escrow Account, pursuant to a separate Ledge Rock Water and Sewer Pipeline Escrow Agreement. A copy of the Ledge Rock Water and Sewer Pipeline Escrow Agreement is attached as Exhibit A to the First Amendment. The JP Developer Contribution would thereafter be released to the Ledge Rock District to pay verified eligible public improvements costs associated with the sewer and water pipelines for the Ledge Rock Project.

LEGAL ADVICE:

The Town Attorney and the Town’s Special Counsel, MaryAnn McGeady, prepared the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado and the Ledge Rock Water and Sewer Pipeline Escrow Agreement.

FINANCIAL ADVICE:

If the Ledge Rock District does not issue bonds, the JP Developer Contribution will be used to pay for public improvements associated with the Ledge Rock Project and will not be used to repay the Johnstown Plaza bonds.

RECOMMENDED ACTION: Approve the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado and the Ledge Rock Water and Sewer Pipeline Escrow Agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado, and the attached Ledge Rock

Water and Sewer Pipeline Escrow Agreement, and authorize the Mayor to execute both agreements.

For Denial: I move to deny approval of the First Amendment to Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado.

Reviewed and Approved for Presentation,



Town Manager

LEDGE ROCK WATER AND SEWER PIPELINE ESCROW AGREEMENT

This **LEDGE ROCK WATER AND SEWER PIPELINE ESCROW AGREEMENT** (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2022 by and among the **TOWN OF JOHNSTOWN, COLORADO**, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado (“**Town**”), **LEDGE ROCK CENTER**, a Kansas limited liability company (“**Developer**”), **LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado (“**District**”) and **UMB BANK, N.A.**, a national banking association as escrow agent (“**Escrow Agent**”). Town, Developer, District and Escrow Agent are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District is organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public improvements for itself, its taxpayers, residents and users; and

WHEREAS, the Town approved the Service Plan for the District on September 8, 2021 (the “**Service Plan**”); and

WHEREAS, the District is authorized to finance and provide public improvements needed for the Ledge Rock Center commercial development project (the “**Project**”); and

WHEREAS, the Town, the Developer, and the District entered into the Development and Reimbursement Agreement for Ledge Rock Center on January 3, 2022 (the “**Original Ledge Rock Development Agreement**”) for the purpose of establishing the terms and conditions of the overall development of the Project; and

WHEREAS, pursuant to that certain Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado between the Town, the Johnstown Plaza Metropolitan District (the “**JPMD**”), and the Johnstown Plaza, LLC (the “**Johnstown Developer**”) (the “**Second Amendment**”) effective December 13, 2021, certain funds in the amount not to exceed to Seven Million (\$7,000,000.00) Dollars (the “**2022 Reimbursement**”) were potentially made available for the Project, provided those funds were certified as Developer Verified Eligible Costs (“**Johnstown Developer Verified Eligible Costs**”). Those funds, which are referred to as the Refunding and New Money Bonds in the Second Amendment were issued by the Johnstown Plaza Metropolitan District on April 7, 2022 as a part of the Johnstown Plaza Metropolitan District \$99,449,000, Limited Tax General Obligation Refunding & Improvement Bonds, Series 2022 (the “**JPMD Bonds**”); and

WHEREAS, the actual amount of the Johnstown Developer Verified Eligible Costs in the JPMD Bonds Project Fund is approximately \$5,888,659 plus any interest earned on the fund from the date of the issuance of the JPMD Bonds and prior to distribution as set forth herein (“**Series 2022 Project Fund**”) which funds are also referred to as the JP Contribution to the Project; and

WHEREAS, the disbursement of funds within the Series 2022 Project Fund is subject to the requirements of the Second Amendment as summarized within this Escrow Agreement; and

WHEREAS, the Cost Certifier for JPMD certified to JPMD that the Johnstown Developer submitted documentation sufficient for expenditures by the Johnstown Developer of costs that were determined to be Johnstown Developer Verified Eligible Costs under the Second Amendment in an amount equal to the balance in the Series 2022 Project Fund and that the procedures related to the reimbursement of the Johnstown Developer for Johnstown Developer Verified Eligible Costs under the Second Amendment were satisfied; and

WHEREAS, the Johnstown Developer has provided written consent to JPMD and the Town as to the Johnstown's Developer intent for the balance in the Series 2022 Project Fund to constitute the JP Contribution and for the JP Contribution to be deposited in the Ledge Rock Water and Sewer Pipeline Escrow Account being established by way of this Agreement (the "**Johnstown Developer Consent Letter**"); and

WHEREAS, concurrently herewith, the Town, the Developer, and the District are entering into the First Amendment to the Development and Reimbursement Agreement for Ledge Rock Center (the "**First Amendment to the Ledge Rock Development Agreement**" collectively with the Original Ledge Rock Development Agreement to be referred to herein as the "**Ledge Rock Development Agreement**") for the purpose of removing the obligation for the deposit of the JP Contribution into the Escrow Agreement as defined in the Original Ledge Rock Development Agreement and in the alternative, requiring the JP Contribution to be deposited into the Ledge Rock Water and Sewer Pipeline Escrow Account, as established herein; and

WHEREAS, the Town, the Developer and the District agree the JP Contribution should be used for the funding of the Ledge Rock Water and Sewer Pipeline Work as described in scope and cost on **Exhibit A** attached hereto and incorporated herein by this reference (the "**the Ledge Rock Water and Sewer Pipeline Work**"); and

WHEREAS, the Town, the Developer and the District now desire to enter into this Ledge Rock Water and Sewer Pipeline Escrow Agreement to set forth the terms and conditions by which the Escrow Agent shall manage and disburse the escrow established hereunder.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties hereby agree as follows:

COVENANTS AND AGREEMENTS

(Capitalized terms used but not defined herein shall have the meaning set forth in the Ledge Rock Development Agreement)

1. Pursuant to the terms of the Second Amendment, the JP Contribution funds shall be released by the JPMD Bonds Trustee when the JPMD Bonds Trustee has received written direction from the Town and the Johnstown Plaza Metropolitan District (the "**Release Notice**") that the milestones set forth in the Second Amendment (the "**Release Triggers**") have been met. Additionally, the District will be awarding a contract for labor and materials related to certain of

the water and sanitary sewer pipelines portion of the public improvements (respectively the **“Ledge Rock Water and Sewer Pipeline Work”** and the **“Ledge Rock Water and Sewer Pipeline Work Contractor”**) that it is authorized to provide under the Service Plan for the District approved by the Town on September 8, 2021 (the **“Service Plan”**) in compliance with the process set forth in the Original Ledge Rock Development Agreement. To date the District has done or will do the following:

(a) Follow all statutory procurement procedures applicable to the District for the public bidding of the Ledge Rock Water and Sewer Pipeline Work and secure public bids for the Ledge Rock Water and Sewer Pipeline Work before any Ledge Rock Water and Sewer Pipeline begins:

(b) Award the contract for the Ledge Rock Water and Sewer Pipeline Work to the lowest reasonable and responsive bidder;

(c) Advertise and publish the public bidding of the Ledge Rock Water and Sewer Pipeline Work as required by the Original Ledge Rock Development Agreement.

(d) Provide the form of invitation to bid and the bid documents to the Town prior to the District publishing the invitation to bid; and

(e) Pay project management fees in an amount that does not exceed the amount certified by the Cost Certifier to be reasonable for the services provided.

2. The Town shall also be provided the following after award of the Ledge Rock Water and Sewer Pipeline Work contract:

(a) The bid tab sheets for all bids submitted;

(b) All service agreements related to construction and all construction contracts, after award and approval at a regular or special District Board meeting; and

(c) If the District does not choose the lowest numerical bidder, the basis for the decision.

3. Prior to the award of the contract for the Ledge Rock Water and Sewer Pipeline Work, the District and the Developer will enter into an agreement which will require, among other provisions the following:

(a) The District and the Developer will acknowledge that the 2022 Reimbursement, when released will be deposited into the Ledge Rock Water and Sewer Pipeline Work Escrow Account, defined below, pursuant to this Agreement, will be known as the JP Developer Contribution, and under no circumstances will the District reimburse the Developer for the JP Developer Contribution.

(b) The Developer will direct the deposit of the funds, consistent with the Johnstown Developer Consent Letter to the Ledge Rock Water and Sewer Pipeline Work Escrow

Account, defined below, for payment of the Ledge Rock Water and Sewer Pipeline Work Contractor and related soft costs.

(c) The District will release funds from the JP Developer Contribution only for the payment of the costs of the Ledge Rock Water and Sewer Pipeline Work and only after the costs have been verified by the District Accountant, Independent Engineer or other qualified and independent third party reviewer approved by the Town and the District (collectively, the “**Cost Certifier**”) as Verified Eligible Costs (“**Verified Eligible Costs**”). Prior to the release of the JP Developer Contribution, or any portion thereof, the Developer shall provide to the District lien waivers and indemnifications from the contractor verifying that all amounts due to the contractor, subcontractors, material providers or suppliers have been paid in full, in a form acceptable to the District; copies of all contracts, pay requests, change orders, invoices, the final AIA payment form (or similar form) approved by the Cost Certifier when final payment has been made, canceled checks and any other requested documentation to verify the amount requested.

(d) In the alternative, if a part or all of the JP Contribution is to be used to advance funds to the contractor for the Ledge Rock Water and Sewer Pipeline Work to order pipelines and other materials (“**Pipeline and Related Cost Advances**”), the District shall only do so after receipt of written confirmation from the Cost Certifier that the proposed Pipeline and Related Cost Advances will qualify as Verified Eligible Costs and only after compliance with the processes for Disbursement Requests and Funds Requisition set forth in Section 6 below; and

(e) Upon completion of the Water and Sewer Pipeline Work, an executed Bill of Sale conveying the Ledge Rock Water and Sewer Pipeline Work to the Town, in form acceptable to the Town. Additionally, when completed, as built drawings for any completed Water and Sewer Pipeline Work shall be provided to the Town. The District shall work with the Cost Certifier to have prepared a certification of the Verified Eligible Costs. The terms of the dedication of the Water and Sewer Pipeline Work to the Town, including but not limited to the requirement for a performance and/or maintenance guarantee, may be set forth in subsequent agreements among the Town, the District and/or the Developer, at the Town’s discretion and as required by the Town.

4. Appointment of Escrow Agent and Establishment of Escrow Accounts. The Developer, the District and the Town hereby appoint the Escrow Agent and the Escrow Agent hereby accepts such appointment pursuant to the terms and conditions of this Agreement. The Escrow Agent shall establish the following account for the purpose of holding the JP Contribution and all interested earned (the “**Escrow Funds**”): the **Ledge Rock Water and Sewer Pipeline Escrow Account** (the “**Ledge Rock Water and Sewer Pipeline Escrow Account**” or “**Account**”).” Monies in the Account shall be distributed by the Escrow Agent pursuant to the provisions of this Agreement, and all deposits made into the Account shall be treated in all respects as escrowed funds with no portion thereof subject to any claims of the Escrow Agent’s general creditors.

(a) Investment of Funds in Accounts: The Escrow Agent may conclusively rely upon the District’s written instruction as to both the suitability and legality of the directed investments regarding the Account. If the District fails to provide written directions concerning investment of moneys held by the Escrow Agent in the Account, the Escrow Agent may invest in

a money market fund that qualifies as a legal investment and matures or is subject to redemption prior to the date such funds will be needed. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Escrow Agent to the District for the Account shall confirm that the investment transactions identified therein accurately reflect the investment directions of the District, unless the District notifies the Escrow Agent in writing to the contrary within thirty (30) days of the date of such statement. The Escrow Agent may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees, and it is specifically provided herein that the Escrow Agent may purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Escrow Agent may provide advisory, administrative, custodial, or other services for compensation), (ii) invests substantially all of its assets in short-term high-quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share, and, the Escrow Agent may implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments.

5. Use of Funds in the Ledge Rock Water and Sewer Pipeline Account. The Escrow Funds deposited into the Account shall be used to fund Verified Eligible Costs related to the acquisition, construction and installation of the Ledge Rock Water and Sewer Pipeline Work contracted for by the District.

6. Requests to Release Funds from the Account. The District may submit requests for the release of Escrow Funds as follows:

(a) The District may submit written requests to the Town for the payment of Verified Eligible Costs from the Account for costs related to the Ledge Rock Water and Sewer Pipeline Work (“**Disbursement Request**”). The written request shall be in the form of a Requisition from the Account as set forth on **Exhibit B** attached hereto and incorporated herein by reference (a “**Funds Requisition**”). Upon receipt of an executed Funds Requisition from the District, the Town shall approve or object to all, or a portion of, the Disbursement Request. Each Funds Requisition shall be provided by the twentieth (20th) day of each month, or on the first business day thereafter. Under an administrative approval process, the Town shall have seventeen (17) days, or on the first business day thereafter, to approve or object to all, or a portion of, the Disbursement Request, as more specifically set forth in this Agreement. Each Funds Requisition shall contain the information set out in **Exhibit B** attached hereto, and incorporated herein by reference (alternatively, the information may be contained in the District’s Engineer’s Certification of Verified Eligible Costs), and, include, at a minimum, the following information:

(b) Reference to the underlying construction contract of the District for the Ledge Rock Water and Sewer Pipeline Work or basis for payment and a description of the work performed for which payment is being requested;

(c) Reference to the total amount of progress payments on the construction of the Ledge Rock Water and Sewer Pipeline Work;

(d) The total amount of the requested funds;

(e) Detail of the total amount of progress payments on the construction for the Ledge Rock Water and Sewer Pipeline Work and other applicable contracts executed by District, all payments made toward the same prior to the date of the Disbursement Request, including copies of lien waivers and the amount that will be outstanding after payment of the requisition;

(f) Certification by the Cost Certifier that all costs to be paid pursuant to the Disbursement Request constitute Verified Eligible Costs and estimates of the percentage of total completion of the Public Improvements, including the public site work, and the cost to complete the work that is the subject of the Disbursement Request. The Cost Certifier shall be an independent licensed engineer experienced in the design and construction of public improvements in the Johnstown or Denver metropolitan area. As of the date hereof, Ranger Engineering, LLC, a Colorado limited liability company, is the Cost Certifier. The District may select a different engineering firm meeting the requirements set forth herein and in the Ledge Rock Development Agreement to serve as the Cost Certifier upon written notice to and approval of the Town, which approval may be provided by the Town Manager and shall not be unreasonably withheld, conditioned, or delayed. In lieu of certification by the Cost Certifier, certain costs contained within a Disbursement Request may be certified by the District's independent accountant as Verified Eligible Costs, if so permitted by and in a manner consistent with the Development Agreement, which shall also contain an estimates of the percentage of completion of the work and the cost to complete the work;

(i) Any other information reasonably requested by the Town.

(g) Town Review of Disbursement Requests and Approval or Denial. Upon receipt, the Town shall review the Disbursement Request(s) and, if satisfied that the request appears to be consistent with the terms of this Agreement, shall approve and sign the Funds Requisition. The Town's review of the Disbursement Request and approval of the Funds Requisition shall not be unreasonably conditioned, delayed, or withheld.

The Town may object to all or any portion of a Disbursement Request by providing written notice to the District or the Developer (the "**Town Objection**"). A Town Objection shall specify all, or the specific portions of the Disbursement Request, to which there is an objection and the specific reasons for the objection. The Town and the District shall work together in good faith to resolve any Town Objection consistent with the intent of the Ledge Rock Development Agreement and this Agreement. If the parties are not able to reach a resolution, the parties shall participate in mediation as set forth in Section 21. If the Town provides a Town Objection to a portion, but not all, of the Disbursement Request, the Town shall indicate on the Funds Requisition the amount of Escrow Funds that are authorized to be released.

The Town Manager may approve and execute a Funds Requisition on behalf of the Town. The Town Manager, in the Town Manager's sole discretion, in order to expedite construction and the completion of construction, may waive in writing any and all of the non-substantive requirements of this Agreement as it relates to Town's approval of a Funds Requisition.

The Town's review of a Disbursement Request and approval of a Funds Requisition is solely administrative and shall not limit or waive any rights the Town may have nor shall it affect the District's or the Developer's responsibility and liability for the design, construction and installation of, and payments for, the Ledge Rock Water and Sewer Pipeline Work. The Town shall be entitled to rely upon the contents of the Disbursement Request without a corresponding obligation to independently verify the same.

(h) Disbursement by the Escrow Agent. Upon receipt of a Funds Requisition signed by the District and the Town, the Escrow Agent shall make disbursement of the authorized amount of Escrow Funds to the District within two (2) business days. Upon receipt of a Funds Requisition that is not signed by the Town and a certification by the District attesting to the delivery of the Funds Requisition to the Town and the Town's failure to respond within thirty (30) days of delivery ("**Certification**"), which Certification shall also be provided to the Town, and the proof of such delivery provided to the Escrow Agent, the Escrow Agent shall make disbursement to District, of the full amount of the Funds Requisition after two (2) business days but less than four (4) business days, to provide an adequate opportunity for the Town to comment and, if it so desires, object to the Disbursement Request. If there is a Town Objection, the Escrow Agent shall release funds for any undisputed portion of the Requisition to the District within two (2) business days. The Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in a Funds Requisition or Certification if executed by the proper parties and the Escrow Agent, in good faith, believes the Funds Requisition or Certification is genuine. The Escrow Agent shall not be required to make any independent investigation in connection therewith.

7. Duties of Escrow Agent. The duties of the Escrow Agent shall be as follows:

(a) During the term of this Agreement, the Escrow Agent shall hold and disburse the Escrow Funds in accordance with the terms and provisions of this Agreement.

(b) If a dispute shall develop concerning the release of Escrow Funds, then in any such event, the Escrow Agent shall deliver the Escrow Funds in accordance with joint written instructions of Parties hereto if received by the Escrow Agent within ten (10) days after the Escrow Agent has issued a written request for instructions. The Escrow Agent shall have the right to pay the Escrow Funds into a court of competent jurisdiction and interplead the Parties, after which the Escrow Agent shall be discharged from any obligation in connection with this Agreement.

(c) The Escrow Agent may act in reliance upon any written instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such written instrument.

(d) The Escrow Agent shall execute and deliver all forms required by federal, state and other governmental agencies relative to the Escrow Funds.

(e) Notwithstanding the foregoing or any provisions to the contrary contained herein, the Escrow Agent shall not remit any moneys on deposit in the Ledge Rock Water and Sewer Pipeline Account to the District except (1) to pay or reimburse Verified Eligible Costs and upon compliance with the requisition process set forth in this Agreement.

8. Audit and Records. Any Party shall have the right, at its expense and at reasonable times, to conduct or to cause to be conducted an audit of the Account and all disbursements therefrom. Any Party may request a statement of the Account, to include, among other details, the balance of the Account and disbursements therefrom, from the Escrow Agent.

9. Expenses and Compensation Relating to Escrow. The Escrow Agent shall charge the District a reasonable and customary fee for its services in connection with this Agreement and shall invoice the District for the same on a quarterly basis (the “**Compensation**”). The Escrow Agent shall also receive from the District a one-time acceptance fee. The Escrow Agent expressly waives any lien upon or claim against any other moneys and investments in the Escrow Fund. The Escrow Agent shall further be entitled to reimbursement in full, for all costs, expenses, charges, fees, or other payments (“**Fees and Expenses**”) made or to be made by Escrow Agent in the performance of the Escrow Agent’s duties and obligations under this Agreement. Such Fees and Expenses shall be paid by the District and shall not be paid or reimbursed with moneys on deposit in the Accounts.

10. Non-liability of Escrow Agent. The Escrow Agent shall not be liable for any mistakes of fact, or errors of judgment, or for acts or omissions of any kind unless caused by the willful misconduct or gross negligence of the Escrow Agent. The District and the Developer shall, on a separate (and not joint and several basis) indemnify and hold harmless the Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorney’s fees and disbursements, arising out of and in connection with this Agreement. The Escrow Agent may conclusively rely and act upon any instrument or other writing it, in good faith, believes to be genuine and to be signed and presented by the proper person. The Escrow Agent may, at any time, ask for written confirmation from the Town and/or the District/Developer concerning the propriety of a proposed disbursement of the Escrow Funds or other action or refusal to act by the Escrow Agent. The Escrow Agent shall not be liable for any taxes, assessments or other governmental charges that may be levied or assessed upon the escrow or any part thereof, or upon the income therefrom. The Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its negligence or willful misconduct or breach of this Agreement) in the investment or reinvestment of the Escrow Funds, or any loss of interest incident to any such delays. Each of the District and Developer agree that it shall be responsible for all required tax reporting, if any, with respect to the Bond Proceeds Account and the Developer Funds Account.

11. Advice of Counsel. The Escrow Agent may act in good faith pursuant to the advice of counsel retained or consulted by the Escrow Agent with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted in accordance with such advice.

12. Patriot Act. The Escrow Agent is serving as escrow holder only and has no interest in the Escrow Funds deposited hereunder. Any payments of income from this Agreement shall be subject to withholding of any applicable taxes. The District and/or Developer will provide completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, “**Tax Reporting Documentation**”) at the time of execution of this Agreement and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from

time to time. The Parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent (the “**Escrow Income**”) pursuant to this Agreement.

13. Resignation or Termination of Escrow Agent. Upon a thirty (30) day written joint notice of the Town, the District and the Developer, the Escrow Agent may be terminated and a new escrow agent appointed under such notice. The Escrow Agent may resign under this Agreement by giving written notice to the Town, the District and the Developer, effective thirty (30) days after the date of said notice. The Escrow Agent may petition a court of competent jurisdiction to appoint a successor in the event no such successor shall have been appointed within the 30 days. In the event of termination or resignation of the Escrow Agent, and upon the appointment by the Town the District and the Developer of a new escrow agent or custodian, or upon their mutual written instructions to the Escrow Agent providing for other disposition of the escrow, the Escrow Agent must deliver the Escrow Funds within a reasonable period of time as so directed to the new escrow agent, and thereafter will be relieved of any and all liability under this Agreement.

14. Termination of Escrow.

(a) Termination Conditions. This Agreement shall terminate upon the earlier to occur of the following: a) all of the funds on deposit in the Ledge Rock Water and Sewer Pipeline Escrow Account have been disbursed or b) upon the delivery of written notice to the Escrow Agent from the Town, the District and the Developer as to directions for termination of the Escrow Agreement with directions for final disbursement.

15. Notices.

(a) Simple Notice Procedure. Except for notices to the Escrow Agent, any notification or objection set forth **in Section 3, shall** be given by use of the procedure set forth in this **Section 12.a.** Notice shall be provided in writing and personally delivered or sent by an electronic mail (effective on acknowledgement of receipt by the intended recipient) as follows:

If to Town: Matt LeCerf, Town Manager
mlecerf@townofjohnstown.com

With a copy to: Avi Rocklin, Town Attorney
avi@rocklinlaw.com

and

MaryAnn McGeady
Erica Montague
legalnotices@specialdistrictlaw.com

If to the District: Ledge Rock Center Commercial District
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

With a copy to: David O'Leary
doleary@spencerfane.com

If to the Developer: Michael Schlup
mikeschlup@corbinparkop.com

With a copy to: Allen Schlup, Esq.
Allen.schlup@adschluplaw.com

(b) Complex Notice Procedure.

(i) Any Notice to the Escrow Agent, including the delivery of a Requisition as set forth in Section 6, must be given in accordance with this Section 15(b) hereof unless waived in writing by Escrow Agent.

(ii) Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided herein designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

If to the Town:

Matt LeCerb, Town Manager
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

With a copy to:

Avi Rocklin, Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

and

McGeady Becher P.C.
 450 East 17th Avenue, Suite 400
 Denver, CO 80203-1254
 Phone: 303-592-4380
 Email: legalnotices@specialdistrictlaw.com

If to the District:

With a copy to:

Ledge Rock Center Commercial
 District
 c/o Spencer Fane LLP
 1700 Lincoln Street, Suite 2000
 Denver, CO 80203

David O'Leary
 Spencer Fane LLP
 1700 Lincoln Street, Suite 2000
 Denver, CO 80203

If to the Developer:

With a copy to:

Ledge Rock Center, LLC
 c/o Michael Schlup
 13725 Metcalf Ave.
 Overland Park, KS 66223

Allen D. Schlup, Esq.
 A.D. Schlup Law, LLC
 10950 W. 192nd PL.
 Spring Hill, KS 66083

and

If to the Escrow Agent:

UMB Bank, n.a.
 Corporate Trust & Escrow Services
 1670 Broadway
 Denver, CO 80210

16. Amendment. This Agreement may not be amended, supplemented or discharged, and no provision of this Agreement may be modified or waived, except by a written instrument signed by all of the Parties hereto. No waiver of any provision of this Agreement by any Party will be deemed a continuing waiver of any matter by such Party.

17. Third Party Beneficiaries. Notwithstanding anything contained herein to the contrary, including, without limitation the Recitals, the Parties to this Agreement shall be the District, the Developer, the Town and the Escrow Agent. This Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation, as a third party beneficiary or otherwise under any theory of law.

18. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executor, administrators, successors, and assigns of the Parties hereto.

19. Severability. Any provision of this Agreement which is declared by a court of competent jurisdiction to be illegal, invalid, prohibited or unenforceable will be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

20. Attorneys' Fees. In the event any litigation or legal proceeding arises between the Parties out of this Agreement and is prosecuted to final judgment, then if the Town or the District is a prevailing party against the Developer, the District and the Town will be entitled to recover from the Developer all of its costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. If the Developer is the prevailing party, it shall bear its own costs. If the Town is the prevailing party in a legal proceeding involving the District, to the extent permitted by law, the District shall pay the Town's costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees.

21. Mediation. If a dispute arises under this Agreement that the Parties are not able to mutually resolve, prior to commencing litigation, the Parties shall first submit the matter to mediation conducted by a neutral mediator. The Parties shall attempt to agree upon a mediator and shall endeavor to find a mediator having experience in construction-related matters. If the Parties are unable to agree upon a mediator, any Party may apply to the Judicial Arbitrator Group in Denver, Colorado, for appointment of a mediator. The cost of the mediation shall be shared equally by the Parties. Unless the dispute involves the Escrow Agent, the Escrow Agent shall not be obligated to comply with this Section.

22. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Weld County. To reduce the cost and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement.

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

24. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

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

26. Counterparts; Facsimile Signatures. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories

hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

27. Electronic Execution and Storage. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado

By: _____
Its: President
Date: _____

Attest:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as President and Secretary of the Ledge Rock Center Commercial Metropolitan District, a quasi-municipal corporation of the State of Colorado.

Witness my hand and official seal.

My commission expires:

Notary Public

DEVELOPER:

LEDGE ROCK CENTER, LLC, a Kansas
limited liability company

By: _____
Its: Member
Date: _____

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as Member of Ledge Rock Center, LLC, a Kansas limited
liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

TOWN:

THE TOWN OF JOHNSTOWN, a home-rule
municipality of the County of Weld, State of
Colorado

By:

Gary Lebsack, Mayor

Date:

Attest:

Diana Seele, Town Clerk

ESCROW AGENT:

UMB BANK, N.A., a national banking
association, having an office and corporate trust
offices in Denver, Colorado

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as the _____ of UMB Bank, n.a.,
Escrow Agent.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE AND BUDGET OF LEDGE ROCK WATER AND SEWER PIPELINE WORK (DRAFT - SUBJECT TO FINAL PLAN APPROVAL)

- Sanitary Sewer system materials and construction, to generally include the following: \$3.5MM
 - Sewer mains within Weld County Road 46, Purcell property, Payton, Carson, High Plains roadways and stubs into parcels;
 - Manholes;
 - Underdrain systems;
 - Associated appurtenances as outlined on the plans.
- Water mains(domestic) materials and construction, to generally include the following: \$1.2MM
 - Water mains within Payton, Carson, High Plains roadways and stubs into parcels;
 - Fire Hydrants, master meters, fittings, lowering, blowoffs;
 - Associated appurtenances as outlined on the plans.
- Underdrain system materials and construction, to generally include the following: projected at \$500K-750K
 - Underdrain mains with the sewer mains listed above and as located on the site, shown on the plans;
 - Cleanouts/manholes;
 - Associated appurtenances as outlined on the plans.
- Storm Drainage Facilities materials and construction, to generally include the following: TBD sewer and water are most important
 - Pond(s) grading;
 - Underdrain systems below ponds, if necessary;
 - Water quality structures;
 - Detention control structures;
 - Swales, riprap, concrete channels, conveyance elements;
 - Associated appurtenances as outlined on the plans.
- Overlot Grading construction, to generally include the following: \$3.5MM
 - Highway 60, Payton, Carson, High Plains Roadway grading;

Add demolition and irrigation ditch relocation

- Commercial site grading;
- Associated appurtenances as outlined on the plans.
- Erosion Control Elements for above listed areas, both materials and construction of the following: \$400K
 - Erosion, sediment, dust, etc. control device materials and construction
 - Permitting and monitoring
 - Maintenance and repair
- Construction Survey: \$150K
- Construction Material Testing: \$300K
- Construction Management: \$400K

- Entitlements associated with above referenced work, Fees, Permitting costs. Estimated at \$500K-\$1MM

EXHIBIT B
FORM OF ESCROW ACCOUNT REQUISITION
LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT
THE LEDGE ROCK WATER AND SEWER PIPELINE WORK

Requisition No. ____

Ledge Rock Center Commercial Metropolitan District
(in the Town of Johnstown, Colorado)

The undersigned certifies that s/he is a District Representative under that certain Ledge Rock Water and Sewer Pipeline Escrow Agreement dated as of _____, 202____ (the “**Escrow Agreement**”) among Ledge Rock Center Commercial Metropolitan District, Town of Johnstown, Colorado (the “**District**”), Town of Johnstown, Colorado (“**Town**”), Ledge Rock Center, LLC (“**Developer**”) and UMB Bank, n.a. (the “**Escrow Agent**”). All capitalized terms used in this certificate shall have the respective meanings assigned in the Escrow Agreement. The District Representative also certifies:

(a) The construction contract for the Ledge Rock Water and Sewer Pipeline Work for which payment is sought and a description of the work performed:

(b) The total amount of progress payments on the construction of the Ledge Rock Water and Sewer Pipeline Work is as follows:

(c) Funds in the amount of \$_____ are requested to be paid from the Ledge Rock Water and Sewer Pipeline Escrow Account.

(d) Any lien waivers required have been obtained and shall be certified by the District Engineer in accordance with the requirements of the Ledge Rock Development Agreement and the Verified Eligible Cost requirements.

(e) All amounts being requested hereunder are Verified Eligible Costs.

1. Payment shall be made to the _____ (District) as follows:
2. Any additional relevant information is as follows:

I have hereunto set my hand this ____ day of _____, 20____.

By: _____
District Representative

I, _____, with _____, the District Engineer hereby certify that that all costs to be paid for Requisition No. _____ constitute Verified Eligible Costs and that Requisition No. _____ contains an estimate of the percentage of total completion of the Ledge Rock Water and Sewer Pipeline Work and the cost to complete the Ledge Rock Water and Sewer Pipeline Work that is the subject of said Requisition.

By: _____
District Engineer

The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Ledge Rock Water and Sewer Pipeline Escrow Account, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Ledge Rock Water and Sewer Pipeline Work.

Disbursement instructions are attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

By: _____
District Representative

TOWN APPROVAL

I, Matt LeCerb, the Town Manager for the Town of Johnstown, have reviewed Requisition No. _____. The Town hereby approves and authorize the Escrow Agent to release funds in the amount of \$_____ from Ledge Rock Water and Sewer Pipeline Escrow Account.

By: _____
Matt LeCerf, Town Manager



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Administer Oath of Office – Newly Elected Council Members

ACTION PROPOSED: Administer Oath of Office to Newly Elected Council Members

ATTACHMENTS: 1. Oath of Office

PRESENTED BY: Diana Seele, Town Clerk

AGENDA ITEM DESCRIPTION:

Section 2.4C., (Term of Office; Time of Taking Office; Oath) of the Town Charter provides, in part, for the following:

“Before taking office, the Mayor and each Council member shall take and file with the Town Clerk an oath or affirmation to support the United States Constitution, the Colorado Constitution, the Charter, ordinances and codes of the Town and to faithfully perform the duties of the office.

The Town Clerk will be administering the following oath of office to the newly elected council members:

“I (name of individual) do solemnly swear by the ever-living God, that I will support the constitution of the United States of America and of the state of Colorado, the Charter, ordinances and codes of the Town of Johnstown, and faithfully perform the duties of the office of Councilmember upon which I am about to enter.”

An affirmation is also available, if desired.

LEGAL ADVICE:

Not Applicable

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FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Administer the Oath of Office to Newly Elected Council Members.

SUGGESTED MOTIONS:

Not Applicable

Reviewed and Approved for Presentation,



Town Manager



Town of Johnstown

OATH OF OFFICE

STATE OF COLORADO

COUNTIES: Weld and Larimer

TOWN: Johnstown

I, _____ do (swear by the ever living God) (or affirm), that I will support the constitution of the United States the constitution of the state of Colorado, the Charter, ordinances and codes of The Town of Johnstown, and faithfully perform the duties of **Councilmember** upon which I am about to enter to the best of my ability.

Signature

Subscribed and sworn to before me this
18th day of April, 2022.

(seal)

(Officer administering oath)

Title: Town Clerk

Address: 450 S. Parish Johnstown, CO 80534



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Appointment of Mayor Pro Tem

ACTION PROPOSED: Appoint Mayor Pro Tem

PRESENTED BY: Diana Seele, Town Clerk

AGENDA ITEM DESCRIPTION:

Section 2.2 (Mayor, Mayor Pro Tem) of the Town Charter provides for the following:

“By the affirmative vote of a majority of the entire Council, a Councilmember shall be appointed as Mayor Pro Tem for the term as prescribed by ordinance to perform the responsibilities and duties of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities and duties of the Mayor.”

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Appoint Mayor Pro Tem

SUGGESTED MOTIONS:

I move to appoint (name of Councilmember) Mayor Pro Tem.

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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



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Appointment of Municipal Court Judge

ACTION PROPOSED: Reappoint Municipal Court Judge

PRESENTED BY: Mayor Lebsack and Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION:

Article 10 (Municipal Judge) of the Town Charter states, in part, the following:

“The Town Council shall appoint, by majority vote of the entire Council, a presiding municipal judge. Each municipal judge shall be appointed for a two (2) year term.”

Mr. Mike Lazar was initially appointed Municipal Judge on May 6, 2002.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Appoint Mr. Mike Lazar Johnstown Municipal Judge

SUGGESTED MOTIONS:

I move to appoint Mr. Mike Lazar Johnstown Municipal Court Judge

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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



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Water & Sewer Service Agreement – Thompson River Ranch, Filing 15, Clayton Properties Group II, Inc.

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Justin Currie, Planner II

ITEM DESCRIPTION:

The Developer, Clayton Properties Group II, Inc., has requested approval of a final subdivision plat for 166 lots, of which 38 are single family detached homes and 128 are Oakwood’s “Carriage Homes.”

The annual in-building water demand is estimated at 49.66 acre-feet using a demand rate of 0.3 acre-feet/lot. The annual permanent irrigation water demand (potable and non-potable) is estimated at 29.43 acre-feet. Of the permanent irrigation demand, the residential irrigated area will require 5.80 acre-feet/year and the common area will require 23.63 acre-feet per year.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building	49.66	2.48
Residential Irrigation	5.80	4.93
Total Potable	55.46	7.41
Common Area Landscape Irrigation (non-potable)	23.63	20.09
Total Non-Potable	23.63	20.09

The Developer has a preexisting credit, under separate agreement, from the Clayton Property Group SFE Water Credit Bank, in the amount of 110.92 SFE, will be used to supply the potable residential in-building and residential irrigation requirements. Filing 15 contains 9.6 acres of common area irrigation to be used from the Town Common Area Irrigation Supply, common

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area irrigation is equivalent to 23.63 acre-feet of water demand. After this dedication, 74.45 total acres will be irrigated from the Town Common Area Irrigation Supply by the Thompson Crossing Metropolitan District No. 3 Non-Potable Irrigation system.

Use of the available credits from the two water credit banks will provide to Developer water in excess of the demand for the subject property.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Thompson River Ranch, Filing 15, Clayton Properties Group II, Inc.

SUGGESTED MOTIONS:

For Approval

I move to approve the Water & Sewer Service Agreement for Thompson River Ranch, Filing 15.

For Denial

I move to deny the Water & Sewer Service Agreement for Thompson River Ranch, Filing 15.

Reviewed and Approved for Presentation,



Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation d/b/a Oakwood Homes ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, Developer owns an interest in land located in a portion of the E1/2, Section 23, T.05N. R.68W., 6th P.M., Larimer County, Colorado, more particularly on Exhibit "A" attached hereto and incorporated herein by this reference, containing approximately 29.3 acres ("Subject Property"); and

WHEREAS, the Subject Property was annexed to the Town as part of a larger annexation of 1109.18 acres of land, which was the subject of an Annexation Agreement between Thompson Ranch, LLLP, The Gerrard Family Limited Partnership, LLLP, Joel H. Wiens, and Rite-A-Way Industries, Inc., as Developer, and the Town dated December 18, 2000; and

WHEREAS, the Subject Property is being developed by Developer as Thompson River Ranch Filing No. 15 and will consist of 38 single-family homes and 128 carriage homes with the associated residential irrigated landscape of 1.24 acres for the single-family homes and 1.08 acres for the carriage homes. There will also be 9.6 acres of common area landscape irrigation to be irrigated with non-potable water; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, ("Ordinance"), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Subject Property dated November 25, 2020. Said analysis is on file with the Town and is hereby accepted by the Town, as modified by the Town's Water Engineer by memorandum dated March 5, 2021. The analysis addresses all of the projected water demands for the Subject Property. Said analysis indicates that the water dedication set forth in Paragraph 2 will meet the estimated water supply needs for the Subject Property as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building	49.66	2.48
Residential Irrigation	5.80	4.93
Total Potable	55.46	7.41
Common Area Landscape Irrigation (non-potable)	23.63	20.09
Total Non-Potable	23.63	20.09

2. Water Rights Dedication and Credits.

A. Preexisting Credit.

i. SFE Water Bank. Pursuant to an Assignment, Assumption and Bill of Sale from W.R. Investment, LLC (“WRI”) and Exit 223, LLC to Clayton Properties Group II, Inc. d/b/a Oakwood Homes, dated on or about September 19, 2018 (“Assignment”), Developer acquired a water bank containing 610 single family equivalent (“SFE”) from WRI.

ii. Common Area Landscape. Pursuant to the Water Agreement between the Town and WRI, dated on or about May 7, 2018, and the Assignment, the Town has agreed to provide non-potable water for up to 96 acres of common area irrigation in the Thompson River Ranch development (“Town Common Area Irrigation Supply. The Town Common Area Irrigation Supply is provided through the Thompson Crossing Metropolitan District No. 3 Non-Potable Irrigation System. Prior to the use of water for the Subject Property, the Developer has irrigated 64.85 acres of common area from the Town Common Area Irrigation Supply.

B. Credit for the Subject Property.

i. Residential In-Building and Residential Irrigation. The Parties agree that a portion of the now existing credit from the Clayton Property Group SFE Water Credit Bank described in paragraph 2.A.i., above, in the amount of 110.92 SFE, will be used to supply the potable residential in-building and residential irrigation requirements as set forth in paragraph 1, above.

ii. Common Area Landscape The Parties agree that the Subject Property will contain 9.6 acres of common area irrigation to be used from the Town Common Area Irrigation Supply described in paragraph 2.A.ii., above. The common area irrigation is equivalent to 23.63 acre-feet of water demand. After this dedication, 74.45 total acres will be irrigated

from the Town Common Area Irrigation Supply by the Thompson Crossing Metropolitan District No. 3 Non-Potable Irrigation System. Evidence of the agreement to use the Thompson Crossing Metropolitan District No. 3 Non-Potable Irrigation System is attached as Exhibit "B."

3. Surplus Dedication Credit. Use of the available credits from the two water credit banks described in paragraph 2 above, will provide to Developer water in excess of the demand for the subject property. Upon notice and written approval of the Town, authorization from Developer, and payment of the appropriate Water Court Transfer Fee, if necessary, said credit may be utilized within the Subject Property to offset increased demands, if any, which are not currently projected.

4. Commitment to Serve Water and Sewer. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 55.46 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service and for residential irrigation as described above. The Town further agrees to provide up to 23.63 acre-feet of non-potable water for 9.6 acres of common area irrigation as described above.

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

6. Payment of Water Court Transfer fees. The Water Court transfer fee for the dedications of the above-described water supply was previously paid to the Town. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

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

TO DEVELOPER:

Clayton Properties Group II, Inc.
Attn: Brett Price
Vice President,
Land Development
4908 Tower Road
Denver, CO 80249

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534

WITH A COPY TO

THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
 Johnstown Town Attorney
 1437 N. Denver Avenue, #330
 Loveland, CO 80538

Peter J. Ampe
 Hill & Robbins, P.C.
 1160 Lincoln St., Suite 2720
 Denver, CO 80264

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

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

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

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

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

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

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

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

15. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

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

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

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

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

Signatures follow on separate page

Clayton Properties Group II, Inc.

By:

Bruce Rau
Assistant Secretary

STATE OF COLORADO)
) ss
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 11 day of April, 2022 by Bruce Rau of Clayton Properties Group II, Inc.

Witness my hand and official seal.



Notary Public

Address

Telephone

My Commission Expires:

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By:

Gary Lebsack, Mayor

ATTEST:

By:

Town Clerk
Diana Seele, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

TRACT A, THOMPSON RIVER RANCH FILING NO. 12 RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20210091806, LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO.

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Thompson Crossing Metropolitan District No. 3 Non-Potable Irrigation System to serve 9.6 acres of land in Thompson River Ranch, Filing No. 15, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement and the Johnstown Municipal Code. The undersigned certifies that it is authorized to execute this Raw Water Allocation Acknowledgment.

THOMPSON CROSSING METROPOLITAN DISTRICT NO. 3

Dated: _____

_____, Chair

ATTEST:

_____, Secretary



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Intergovernmental Agreement Between the Town Of Johnstown And Weld County School District RE-5J For Joint Use Of Pioneer Ridge Disc Golf Course

ACTION PROPOSED: Consider Approval of the IGA Between the Town of Johnstown and Weld County School District RE-5J

ATTACHMENTS: 1. Intergovernmental Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration an Intergovernmental Agreement (IGA) between the Town of Johnstown and Weld County School District RE-5J (RE-5J). This agreement outlines the terms and conditions related to the disc golf course constructed by RE-5J. With the exception of the disc tee boxes, the facility is completed and serves a valuable purpose for both RE-5J and the community. Moving forward, the Town will be responsible for the maintenance of this facility which is located on the Town property adjacent to Pioneer Ridge Elementary School.

LEGAL ADVICE:

The Town Attorney worked with Staff and RE-5J to negotiate the presented IGA.

FINANCIAL ADVICE:

Maintenance overtime will be necessary to this facility. Estimated costs are initially at about \$1,000 annually when maintenance is required.

RECOMMENDED ACTION: Approve the IGA as presented.

The Community That Cares

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

SUGGESTED MOTIONS:

For Approval: I move to approve the Intergovernmental Agreement between the Town of Johnstown and the Weld County School District RE-5J as presented.

For Denial: I move to deny the Intergovernmental Agreement between the Town of Johnstown and the Weld County School District RE-5J as presented.

Reviewed and Approved for Presentation,



Town Manager

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN AND
WELD COUNTY SCHOOL DISTRICT RE-5J FOR
JOINT USE OF PIONEER RIDGE DISC GOLF COURSE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”) is made and entered into this ____ day of _____, 2022, by and between the TOWN OF JOHNSTOWN, a home rule municipality and political subdivision of the State of Colorado (“Town”), and the WELD COUNTY SCHOOL DISTRICT RE-5J, a political subdivision of the State of Colorado (“School District”), for the purpose of jointly using and operating a disc golf course on the Town property adjacent to Pioneer Ridge Elementary School (“Pioneer Ridge”). The Town and the School District may be collectively referred to as “Parties” and each individually as “Party.”

RECITALS

WHEREAS, the Town owns certain real property adjacent to Pioneer Ridge, commonly known as 2290 Cinnamon Teal Ave, Johnstown, CO, and more particularly described on **Exhibit A**, primarily operated as a public park (the “Property”); and

WHEREAS, certain School District students at Pioneer Ridge have designed a disc golf course for installation on the Property and use by Pioneer Ridge students and members of the public, at designated times (the “Disc Course”); and

WHEREAS, the Town has agreed to allow the Disc Course to be installed on the Property and this Agreement is intended to define the relationship of the parties and the joint use of the Disc Course; and

WHEREAS, the Parties recognize the benefit of working collaboratively to promote ingenuity in School District students and to provide outdoor activities for students and members of the public; and

WHEREAS, intergovernmental agreements between political subdivisions of the State of Colorado to provide functions and services including the sharing of costs of such services or functions are specifically authorized by C.R.S. § 29-1-203; and

WHEREAS, the Parties find that it is in the best interests of the Town and the School District to enter into this cooperative Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, it is hereby agreed by and between the Town and the School District as follows:

1. DUTIES RELATED TO INSTALLATION AND MAINTENANCE; LICENSE

A. Duties of the School District. The School District shall be solely responsible for the

purchase and installation of the equipment necessary to construct and operate the Disc Course. The School District shall install disc baskets, concrete tee pads for nine (9) disc golf holes and hole signage (the “Equipment”). The School District may, at its discretion, install a disc golf house to make discs available for public use. The School District, however, understands and agrees that, if the School District provides discs for public use, the Town shall not be obligated to maintain, repair or replace such discs.

- B. Duties of the Town.** Upon completion of construction of the Disc Course: (i) the Disc Course shall be owned, operated and maintained by the Town and the School District shall have no further rights and obligations, except for the right to use the Disc Course as provided in Paragraph 2(A); and (ii) the Town shall install signage containing the rules and regulations regarding the use of the Disc Course.
- C. License to School District.** The Town hereby grants a limited license, for the duration of this Agreement, to the School District to enter upon the Property, install the Equipment on the Property and use the Disc Course as provided herein.

2. JOINT USE

- A. School District Use.** The School District shall be permitted to exclusively use the Disc Course during regular school hours, between 8:00 a.m. and 4:00 p.m., when school is in session (“School Day”). Members of the public shall not be permitted to use the Disc Course during a School Day.
- B. Town Use.** The Town shall be entitled to permit open public use of the Disc Course on the weekends and any other time that is not a School Day, including after 4:00 p.m. on a School Day.
- C. Liability Coverage.** The Parties shall maintain general liability coverage in the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Neither Party shall be liable for any damage, injury, or death related to the other Party’s permitted use of the Disc Course.

3. TERM, RENEWAL AND TERMINATION OF AGREEMENT; NOTICE

- A. Term; Renewal.** The term of this Agreement shall commence on June 1, 2021 and shall continue in full force and effect until terminated by either party pursuant to Paragraph 3(B).
- B. Termination.** On or after five years from the completion of the construction of the Disc Course, upon written notice to the School District, the Town shall be entitled to terminate this Agreement and remove the Disc Course and any or all Equipment

installed on the Property if they are in a dilapidated condition as determined by the Town as long as the dilapidated condition was not the result of a breach of the Town's obligation to maintain the Disc Course. If the dilapidated condition was not caused by a breach of the Town's obligation to maintain the Disc Course, in response to the written notice, the School District may elect to repair the Disc Course and this Agreement shall be extended for a period of at least 5 years, subject to a future determination under this paragraph 3(B) based on the condition of the Disc Course following the minimum 5-year extension.

- C. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed given seventy-two (72) hours after the same has been deposited, certified mail, in any post office or postal box regularly maintained by the United State Postal Service addressed to the School District Superintendent at 110 South Centennial Dr., Ste. A, Milliken, CO 80543, and to the Town Clerk of the Town of Johnstown, 450 S. Parish Avenue, P.O. Box 609, Johnstown, Colorado 80543. A Party may change these addresses at any time by similar notice. Notwithstanding the foregoing, either Party may provide notice via electronic mail ("e-mail") on the condition that the receiving Party acknowledges receipt of the e-mail and does not, upon receipt, object to the form of notice.

4. MISCELLANEOUS PROVISIONS

- A. **Governmental Immunity.** Nothing in this Agreement shall be construed: (i) as a waiver by either Party of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third parties.
- B. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements or understandings.
- C. **Relationship of the Parties.** It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Town the School District, or as construing the School District, including its officers, agents, volunteers and employees, as an agent of the Town, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the School District.
- D. **No Third-Party Beneficiaries.** 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, are strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed any more than an

incidental beneficiary only.

- E. **No Waiver of Rights.** No waiver of any right under this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.
- F. **Article X, Section 20 of the Colorado Constitution.** The Parties understand and acknowledge that each of the Parties is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party’s current fiscal period. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond the end of a calendar year is dependent upon the Parties appropriating sufficient funds for payment of the fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year.
- G. **Governing Law, Venue and Enforcement.** The terms of this Agreement shall be governed by and construed in accordance with Colorado law. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, Colorado. To reduce the cost of dispute resolution and expedite the resolution of disputes under this Agreement, the Parties waive any and all rights to request a jury trial in any civil action relating primarily to enforcement of this Agreement.
- H. **No Presumption.** Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.
- I. **Assignment.** Neither Party shall have the right to transfer or assign, in whole or in part, any or all of its rights, duties or obligations under this Agreement without the prior written consent of the other Party.
- J. **Amendment.** This Agreement may not be amended or modified except by a

subsequent written instrument signed by both Parties.

- K. Severability.** If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- L. Headings.** The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.
- M. Counterparts.** This Agreement may be executed in multiple counterpart originals and in such case this Agreement shall have the same force and effect as if all signatures appeared on the same original. An executed copy shall be considered an executed original.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

**WELD COUNTY REORGANIZED SCHOOL
DISTRICT RE-5J**

ATTEST:

By: _____
Sara Hall, Secretary

By: _____
Michael Wailes, Board of Education President

EXHIBIT A
(Legal Description of Property)

A tract of land in the Section 20, Township 4N, Range 67W, Town of Johnstown, County of Weld, State of Colorado, identified as:

JOH 3SF TRACT C STROH FARM FG #3

also known as: Weld County Parcel Number 105920126017

commonly known as: 2290 Cinnamon Teal Avenue, Johnstown, CO



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Agreement between the Town of Johnstown and the Johnstown Downtown Development Association (JDDA)

ACTION PROPOSED: Consider the agreement between the Town of Johnstown and the JDDA

ATTACHMENTS: 1. Agreement Concerning Economic Development Between the Town of Johnstown and the JDDA

PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is the Agreement Concerning Economic Development Between the Town of Johnstown and the JDDA for FY 2022. This agreement is consistent to previous agreements with several edits to simplify the expected services and terms between the Town of Johnstown and the JDDA. The edits made to the agreement include the following:

- The JDDA Executive Board will include a Town Representative seat which shall not include voting rights
- The JDDA will provide an annual list of paid members and membership level
- The JDDA will provide annual Financial Statements and Statements of Activity for the previous year
- The JDDA will provide a budget summary for each event they sponsored or supported for the previous year
- The JDDA will include in their annual report a list of organizations that received direct assistance

The JDDA has provided the required reports and documentation to fulfill the expected services and terms within the agreement. Town Council has budgeted \$15,000 for FY 2022 and has the discretion to determine the final contribution amount. Staff continues to work with the JDDA and track their growing membership base and commitment towards enhancing the vibrancy and growth of Downtown Johnstown.

The Community That Cares

www.TownofJohnstown.com

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

LEGAL ADVICE:

The Town Attorney drafted the initial agreement, and the minor changes made to this agreement in its current form do not impact the legal elements of the document.

FINANCIAL ADVICE:

Funds have been appropriated for FY 2022 within the Town Council budget.

RECOMMENDED ACTION: Approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

For Denial: I move to deny the agreement between the Town of Johnstown and the Johnstown Development Association as presented.

Reviewed and Approved for Presentation,



Town Manager

**AGREEMENT CONCERNING ECONOMIC DEVELOPMENT
BETWEEN THE TOWN OF JOHNSTOWN AND THE
JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION**

This Agreement Concerning Economic Development (“Agreement”) is entered into this ____ day of _____, 2022 (“Effective Date”), by and between the Town of Johnstown, a Colorado home rule municipal corporation (“Town”), and the Johnstown Downtown Development Association, a Colorado non-profit corporation (“JDDA”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the JDDA is a volunteer-based, non-profit organization composed of representatives from the Town’s downtown businesses and organizations; and

WHEREAS, the JDDA desires to revitalize the Town’s downtown and position the downtown area as the focal point of the Town by, among other avenues, showcasing the downtown’s unique architectural and historical characteristics, encouraging downtown businesses to market cooperatively and supporting and establishing new and existing downtown public events; and

WHEREAS, to further its stated goals and promote economic vitality, the JDDA has requested that the Town provide financial support; and

WHEREAS, the Town Council budgeted and appropriated funds for economic development in the Town’s 2022 budget and anticipates budgeting and appropriating funds for economic development in subsequent budgets; and

WHEREAS, the Town Council desires to use a portion of economic development funds to support the JDDA and, assuming funds are budgeted and appropriated in future years and based on the conditions set forth in this Agreement, desires to continue supporting the JDDA; and

WHEREAS, the Town Council finds, determines and declares that supporting the JDDA will promote the public interest, protect and preserve economic development and sustainability and provide substantial public benefits; and

WHEREAS, the Town Council further finds, determines and declares that supporting the JDDA will provide a public benefit and further a public purpose within the meaning of Article 11, Section 2 of the Colorado Constitution; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals are incorporated into this Agreement as if fully set forth herein.

2. Services. Among other activities beneficial to the downtown specifically and the Town as a whole, the JDDA hereby agrees to: (i) implement its strategic plan and goals to revitalize the Town's historic downtown; (ii) undertake activities to position the downtown as the focal point of the Town; (iii) establish and promote events for public participation in the downtown; (iv) endeavor to create employment opportunities in the downtown ("Services"); and (v) the composition of the Executive Board will include a Town of Johnstown representative to act as a member of the board which shall not include voting rights.

3. Financial Support. In consideration of the Services, the Town agrees to provide financial support to the JDDA on an annual basis. For the 2022 calendar year, the Town agrees to provide support in the amount of \$15,000.00. For subsequent years, the amount of the annual support shall be determined by Town Council after receipt of the annual report referenced in Paragraph 4 of this Agreement, and memorialized in a supplement to this Agreement, the form of which is attached hereto and incorporated herein by reference as Exhibit A ("Annual Financial Support Agreement").

4. Annual Report.
 - a. Written Report. On or before May 1 of each calendar year that this Agreement is in effect, the JDDA shall provide a written report to the Town. The report shall include, at a minimum;
 1. A list of current JDDA members and membership level;
 2. Financial Statement and Statement of Activity of the previous year, and a budget for the current year;
 3. A summary and analysis of the specific steps taken to implement the JDDA's strategic plans and goals, revitalize the downtown and perform the Services;
 4. A summary and analysis of the public events that the JDDA sponsored or supported during the previous year including budget summary for each event;
 5. A summary of public events that the JDDA intends to sponsor or support during the current year;
 6. A summary of the downtown businesses and organizations that received direct assistance from the JDDA and of the prospective businesses with whom the JDDA discussed relocating or opening in the downtown area; and
 7. If available, data that measures the JDDA's success in revitalizing the downtown, promoting economic development and fostering employment opportunities

b. Oral Presentation. After submission of the written report, Town staff shall schedule a time during a regular Town Council meeting for the JDDA to make an oral presentation to Town Council.

c. Annual Award. Without limiting Town Council's discretion, Town Council anticipates determining the amount of the Town's annual financial support to the JDDA after receipt of the written report and oral presentation and thereafter direct the execution of the Annual Financial Support Agreement.

5. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, by providing the other Party with fifteen (15) days written notice.

6. Notice. All notices permitted or required under this Agreement shall be given to the respective Party at the following address, or at such other address as the respective Party may provide in writing for this purpose:

JDDA

The Johnstown Downtown Development Association

Attn: President

39 S Parish Ave., Suite 120

Johnstown, CO 80534

Email: johnstowndda@gmail.com

TOWN OF JOHNSTOWN

Town of Johnstown

Attn: Town Manager

P.O. Box 609

Johnstown, CO 80534

Email: mlecerf@townofjohnstown.com

Such notice shall be deemed given when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. In the alternative, notice may be provided by electronic mail communication on the condition that the recipient acknowledges receipt of the electronic mail

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

8. Amendments. Any alternations, variations, modifications or waivers of provisions of the Agreement, unless specifically authorized in this Agreement, shall be valid only when reduced to writing and duly signed and approved by authorized representatives of both Parties.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements, whether written or oral.

10. Waiver. No waiver of any term, condition or default of this Agreement shall be deemed a continuing waiver of the same or other term, condition or default.

11. Assignment. The JDDA shall not assign or transfer its interest in this Agreement or any part thereof without the prior written consent of the Town. Any such assignment shall, in the discretion of the Town, immediately void this Agreement.

12. No Third-Party Beneficiaries; Responsibility for Services. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement. The Parties understand, recognize and agree that the JDDA assumes full responsibility for its acts and omissions and for the performance of the Services and that the Town is no way responsible or liable for the acts or omissions of the JDDA.

13. Authority to Execute Agreement. The Town and JDDA each warrant that the individual signing this Agreement on its respective behalf has the legal power, right and authority to enter into this Agreement so as to bind the respective Party for whom they sign to the terms of this Agreement.

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

15. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures below.

JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION

By: _____
_____, President

STATE OF COLORADO)) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____day of _____, 2022, by _____ as the President of the Johnstown Downtown Development Association.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

**EXHIBIT A
FORM OF AGREEMENT**

**ANNUAL FINANCIAL SUPPORT AGREEMENT
FOR THE _____ CALENDAR YEAR**

This Annual Financial Support Agreement for the _____ Calendar Year supplements and is incorporated into the Agreement Concerning Economic Development between the Town of Johnstown, a Colorado home rule municipal corporation ("Town"), and the Johnstown Downtown Development Association, a Colorado non-profit corporation ("JDDA"), dated _____, 20__ ("Agreement").

1. Annual Report. Pursuant to Paragraph 4 of the Agreement, on or about _____, 20__, the JDDA provided its annual written report to the Town and, on _____, 20__, appeared before Town Council to present the report.

2. Annual Financial Support. Based upon the annual report and the JDDA's continued commitment to provide the Services referenced in the Agreement, and for the reasons set forth in the Agreement, the Town agrees to provide financial support to the JDDA in the amount of \$_____ for the _____ calendar year.

3. Validity of Agreement. Except as modified herein, the Agreement shall remain in full force and effect.

Dated: _____, 20__.

Town of Johnstown

By: _____
Matt LeCerf, Town Manager

Accepted and agreed to by the Johnstown Downtown Development Association.

By: _____
_____, President



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: Resolution 2022-13 Approving the Thompson River Ranch Filing 15 Final Subdivision Plat

ACTION PROPOSED: Approve Resolution 2022-13 Approving the Thompson River Ranch Filing No. 15 Final Plat

ATTACHMENTS:

1. Resolution 2022-13
2. Vicinity Map
3. Final Plat
4. PZC Staff Report
5. Traffic Report Summary

PRESENTED BY: Justin Currie, Planner II

AGENDA ITEM DESCRIPTION:

The Applicant, Clayton Properties Group, Inc., is requesting final subdivision of 29.33 acres of land located between High Plains Blvd (Larimer CR 3) and the approved Thompson River Ranch Filing 12 to the west, with River Ranch Parkway to the North and the Hillsborough Ditch to the south. (Attachment 2) The parcel is zoned PUD-MU and subject to the approved PUD guidelines. This subdivision does include any floodplain areas.

The proposed subdivision plat (Attachment 3) includes 166 lots for single family attached/detached homes, including 38 traditional lots and 128 of Oakwood's "Carriage Homes," situated on common motor courts. Lots will range from 4,950-6,861 for the traditional lots, and 3,043-6,506 for the carriage lots, similar to those in the previous Filing 12 areas. This filing includes a small (34,897 SF) pocket park, a new southern 10' trail, and other trail connections and open space surrounding the site, in addition to the extensive trails and open space amenities available and connected throughout the Thompson River Ranch neighborhood. This filing contains approximately eight (8) acres of open areas and park.

The Community That Cares

johnstown.colorado.gov

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

This proposed subdivision plat is in substantial compliance with the previously-approved Preliminary Plat, as well as Town and PUD design standards and specifications.

The Planning & Zoning Commission held a public hearing on March 23, 2022; no public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Final Subdivison plat to the Town Council, with the findings and conditions that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed Resolution 2022-13 (Attachment 1).

The resolution presented has some standard conditions, one being execution of a development agreement. Staff is still in negotiation on this agreement and will present it to Council as soon as possible for consideration. The plat would not be recorded until such time as that agreement is approved and fully executed.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2022-13 Approving Thompson River Ranch Filing No. 15 Final Plat with conditions as stated within the resolution.

SUGGESTED MOTIONS:

For Approval

Based on findings and analysis presented at this hearing, I move to approve Resolution 2022-13 Approving Thompson River Ranch Filing No. 15 Final Plat with conditions as stated within that resolution.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2022-13.

Reviewed and Approved for Presentation,


Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-13**

APPROVING THE FINAL PLAT FOR THOMPSON RIVER RANCH FILING NO. 15, BEING A REPLAT OF TRACT A, THOMPSON RIVER RANCH FILING NO. 12, LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 29.337 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 of the Town (“Town Council”) is vested with authority to administer the affairs of the Town; and

WHEREAS, Clayton Properties Group II, a Colorado corporation (“Developer”), submitted an application to the Town of Johnstown for approval of a Final Plat for Thompson River Ranch Filing No. 15, being a Replat of Tract A, Thompson River Ranch Filing No. 12, located in the East Half of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 29.337 acres; and

WHEREAS, on March 23, 2022, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Final Plat for Thompson River Ranch Filing No. 15; and

WHEREAS, on _____, 2022, the Town Council held a public hearing concerning approval of the Final Plat for Thompson River Ranch Filing No. 15 and, after considering the Planning and Zoning Commission’s recommendations, reviewing the file, and conducting such hearing, found as follows:

1. The data requirements, design standards and required improvements meet the requirements of the Johnstown Municipal Code Subdivision Regulations; and
2. The Final Plat for Thompson River Ranch Filing No. 15, as submitted, conforms substantially with the Preliminary Plat as approved.

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

Section 1. Final Plat Approval: The Final Plat for Thompson River Ranch Filing No. 15, being a Replat of Tract A, Thompson River Ranch Filing No. 12, located in the East Half of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 29.337 acres, is hereby approved subject to the following conditions:

1. The Developer shall work with Town Staff to resolve outstanding comments and final revisions, until all plans, reports and drawings are approved by Town Staff and the Town Engineer;
2. A subdivision development and improvement agreement and a water and sewer service agreement shall be executed by the Town and the Developer and be recorded concurrently with the Final Plat for Thompson River Ranch Filing No. 15; and
3. The Developer shall pay the storm water system development fee to the Town pursuant to Section 13-136(1) of the Johnstown Municipal Code prior to recordation of the Final Plat for Thompson River Ranch Filing No. 15.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for Thompson River Ranch Filing No. 15 and, consistent with the conditions set forth above, have it properly recorded at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2022.

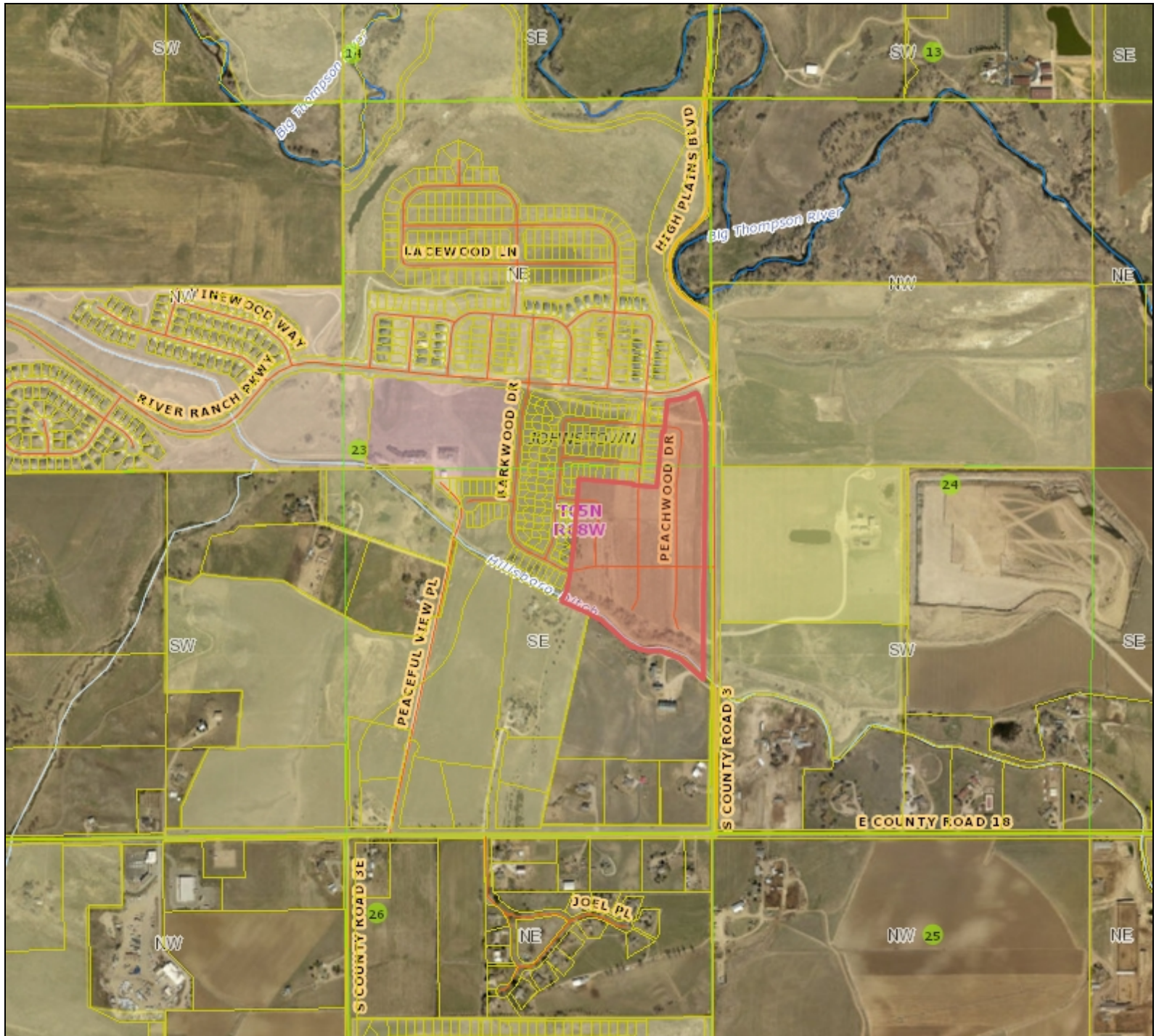
ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

Vicinity Map



Legend

- Tax Parcels
- PLSS Township and Range
- PLSS Sections
- PLSS Quarter Sections
- Railroads
- Rivers and Streams
- County Boundary
- Rocky Mountain National Park
- Incorporated Areas
- City or Town

Notes

0.1 0 0.1 Miles



Date Prepared: 3/15/2022 10:40:31 AM

Scale
1: 12,000



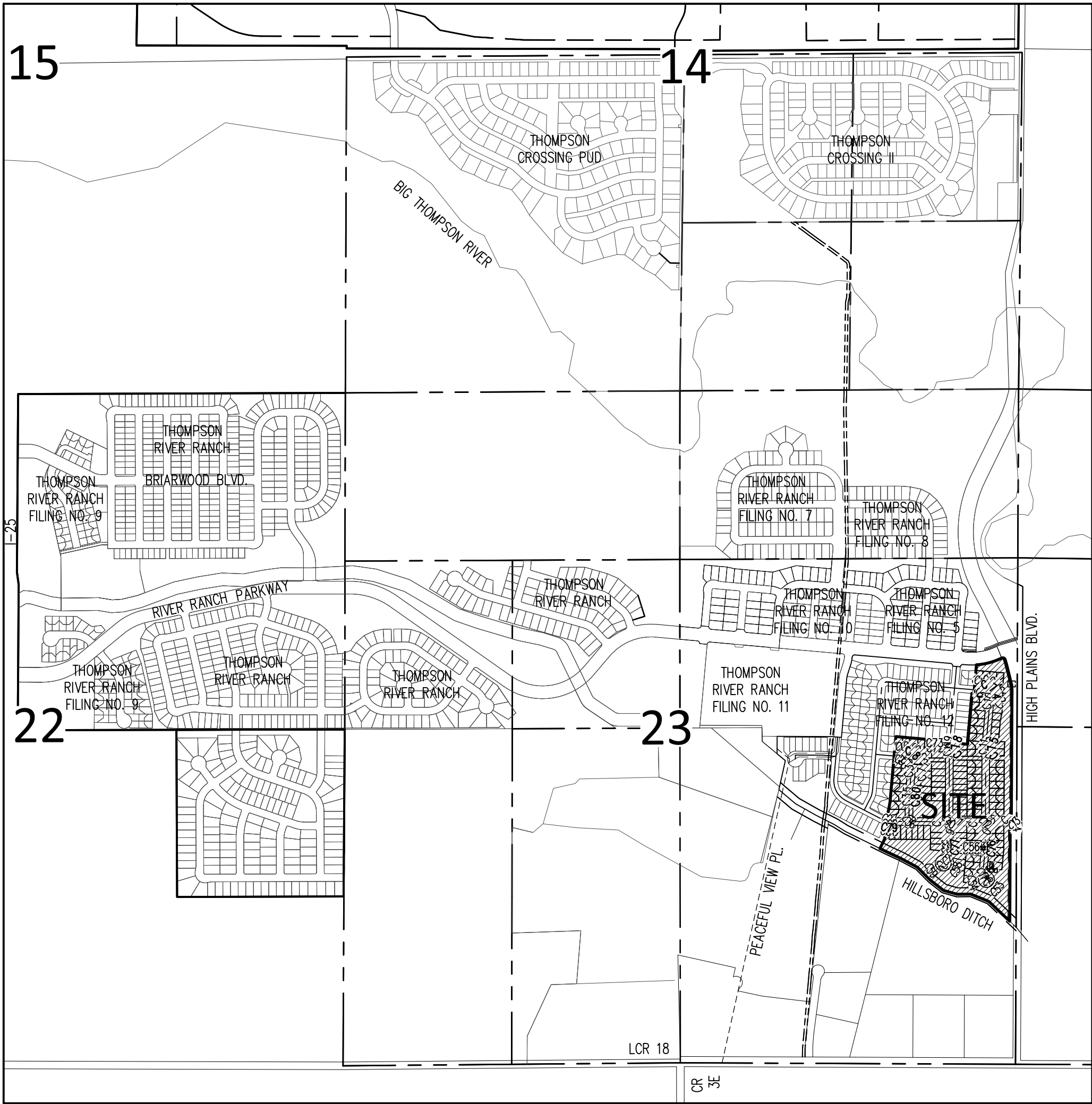
This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.



#	Date	Issue / Description	Init.
1	8/27/2020	TOWN COMMENTS	AN
2	2/19/2021	TOWN COMMENTS	AN
3	12/21/2021	TOWN COMMENTS	AN
4	2/22/2022	TOWN COMMENTS	AN
5			
6			
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20			

Project No:	CPG0000010.10
Drawn By:	AN
Checked By:	FAK
Date:	11/23/2021

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 15
BEING A REPLAT OF TRACT A, THOMPSON RIVER RANCH FILING NO. 12 RECORDED AT RECEPTION NO. 20210091806
LOCATED IN THE EAST HALF OF SECTION 23,
T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



VICINITY MAP
SCALE: 1" = 800'

LAND USE SUMMARY						
THOMPSON RIVER RANCH FILING NO. 15						
OUTLOTS	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL
A	106,167	2.437	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT	
B	3,129	0.072	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS EASEMENT	
C	6,758	0.155	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS AND UTILITY EASEMENT	
D	34,897	0.801	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS, UTILITY EASEMENT AND PARK AREA	
E	7,364	0.169	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS AND UTILITY EASEMENT	
F	209,866	4.818	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT	
TOTAL OUTLOTS	368,181	8.452				28.81%
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)						
	AREA (SQ. FT.)	AREA ACRES				
PUBLIC RIGHT OF WAY	261,032	5.993				20.43%
LOTS	AREA (SQ. FT.)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	648,702	14.892	166			50.76%
TOTAL AREA		29.337	TOTAL PERCENTAGE			100.00%

DEDICATION

TRACT A, THOMPSON RIVER RANCH FILING NO. 12 RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 20210091806, LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO;

PARCEL CONTAINS 1,277,915 SQUARE FEET OR 29.337 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **THOMPSON RIVER RANCH SUBDIVISION FILING NO. 15** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY: BRUCE RAU
ASSISTANT SECRETARY FOR CLAYTON PROPERTIES GROUP II, INC.

STATE OF COLORADO)

COUNTY OF LARIMER)SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY BRUCE RAU, AS ASSISTANT SECRETARY FOR CLAYTON PROPERTIES GROUP II, INC.

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **THOMPSON RIVER RANCH SUBDIVISION FILING NO. 15**, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____, 2022.

BY: _____ MAYOR ATTEST: _____ TOWN CLERK

NOTES:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE FINAL PLAT OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 12 IN WHICH THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO BEARS SOUTH 00°15'50" WEST, A DISTANCE OF 1323.79 FEET, SAID LINE BEING MONUMENTED AT THE NORTH 1/16 CORNER COMMON WITH SECTION 23 AND 24 BY A 2" ALUMINUM CAP, STAMPED "LS 12374" AT ITS EAST QUARTER CORNER OF SECTION 23 AND BY NUMBER 6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 37063" AS SHOWN HEREON.

2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FCIF25165359, DATED MAY 8, 2019 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

3. ACCORDING TO FEMA FIRM MAP NUMBER 08069C1214F – EFFECTIVE DATE: 12/19/2006 AND LOMR 16–08–1159P – EFFECTIVE DATE: 11/16/2017, THE PROJECT SITE RESIDES OUTSIDE THE LIMITS OF THE FEMA REGULATORY 100–YEAR (1% PROBABILITY) SPECIAL FLOOD HAZARD AREA .

4. EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE RIGHT OF WAY, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.

5. THE EASEMENTS AS SHADED ON LOTS 1–33, BLOCK 1, LOTS 1–32, BLOCK 2, LOTS 1–9, 12 AND 20–29, BLOCK 3, LOTS 1–14, BLOCK 4, LOTS 1–46, BLOCK 5 ARE ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENTS TO BE MAINTAINED AS FOLLOWS:

- SANITARY SEWER MAIN AND MANHOLES BY TOWN OF JOHNSTOWN.
- WATER MAIN, BLOW-OFF, CORPORATION STOP SERVICE PIPING UP TO AND INCLUDING THE CURB STOP MAINTAINED BY THE TOWN OF JOHNSTOWN.
- SURFACE MAINTENANCE INCLUDING PAVING AND LANDSCAPE WITHIN EASEMENT SHALL BE MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT # 4.
- ALL REMOVALS OR DAMAGES TO PAVING OR LANDSCAPE RESULTING FROM TOWN OF JOHNSTOWN UTILITY (WATER OR SANITARY) SERVICE IS THE RESPONSIBILITY OF THOMPSON CROSSING METRO DISTRICT # 4

PLAT NOTES

- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **THOMPSON RIVER RANCH SUBDIVISION FILING NO. 15** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2022.

FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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THOMPSON RIVER RANCH FILING NO. 15

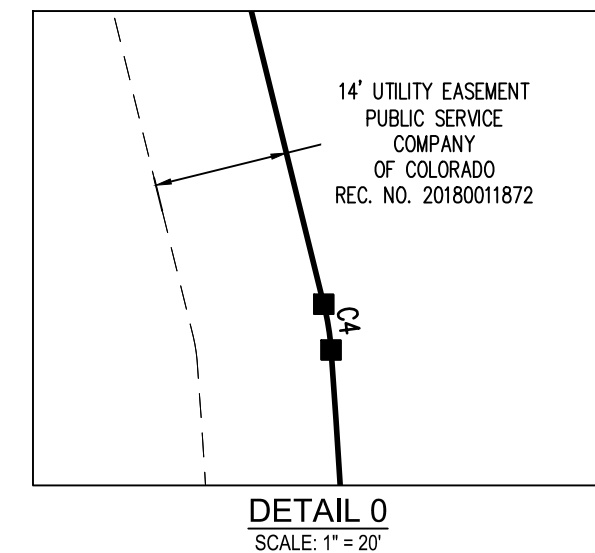
FINAL PLAT

#	Date	Issue / Description	Init.
1	8/27/2020	TOWN COMMENTS	AN
2	2/19/2021	TOWN COMMENTS	AN
3	12/21/2021	TOWN COMMENTS	AN
4	2/22/2022	TOWN COMMENTS	AN

Project No: CPG0000010.10
Drawn By: AN
Checked By: FAK
Date: 11/23/2021

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 15

BEING A REPLAT OF TRACT A, THOMPSON
RIVER RANCH FILING NO. 12 RECORDED AT
RECEPTION NO. 20210091806
LOCATED IN THE EAST HALF OF SECTION 23,
T. 5 N., R. 68 W. OF THE 6TH P.M.,
JOHNSTOWN, LARIMER COUNTY, COLORADO

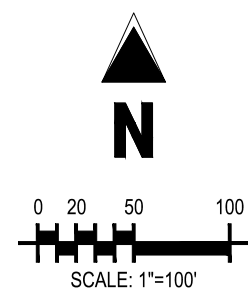


LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- - - PLSS ALIQUOT LINE
- - - EASEMENT LINE
- ◆ ALIQUOT CORNER (AS DESCRIBED)
- SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 370677 UNLESS OTHERWISE NOTED
- FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 370677 UNLESS OTHERWISE NOTED
- FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 32444"
- FOUND 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 370677
- REC. NO. RECEPTION NUMBER
- ⑤ BLOCK NUMBER

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
(C82)	4°17'58"	14.11	188.00	N88°08'32"E	14.10
(C83)	4°21'06"	14.28	188.00	N83°49'00"E	14.28
(C84)	10°20'24"	14.08	78.00	S46°11'49"E	14.06
(C85)	10°20'24"	14.08	78.00	S35°51'26"E	14.06
(C86)	0°55'08"	3.29	205.00	S0°45'12"W	3.29
(C87)	3°42'30"	9.38	145.00	S2°08'52"W	9.38
(C88)	0°56'15"	14.00	855.65	S5°20'35"W	14.00
(C89)	4°16'17"	14.02	188.00	S8°16'00"E	14.01
(C90)	4°17'48"	14.10	188.00	N88°26'58"E	14.09
(C91)	18°09'04"	24.71	78.00	S72°09'11"E	24.61
(C92)	10°20'24"	14.08	78.00	S31°59'06"E	14.06
(C93)	10°20'24"	14.08	78.00	S21°38'42"E	14.06
(C94)	4°17'13"	14.07	188.00	S10°32'45"W	14.06
(C95)	3°18'22"	10.85	188.00	S6°44'58"W	10.85
(C96)	0°44'51"	1.02	78.00	N16°06'05"W	1.02

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	20°02'47"	183.68	525.00	N76°01'31"E	182.75
C2	96°19'12"	33.62	20.00	S65°50'17"E	29.80
C3	3°48'16"	58.63	883.00	S15°46'33"E	58.62
C4	9°32'58"	4.83	29.00	S9°05'56"E	4.83
C5	4°37'04"	72.14	895.00	S2°00'55"E	72.12
C6	0°18'38"	15.93	2940.00	S0°26'56"W	15.93
C7	3°41'38"	9.35	145.00	N77°59'49"W	9.35
C8	14°05'15"	46.22	188.00	S88°03'09"W	46.11
C9	118°10'31"	160.88	78.00	S39°54'14"E	133.84
C10	14°05'15"	46.22	188.00	S12°08'24"W	46.11
C11	4°48'09"	12.15	145.00	S2°41'42"W	12.15
C12	90°00'00"	15.71	10.00	S44°42'23"E	14.14
C13	90°00'00"	31.42	20.00	N45°17'37"E	28.28
C14	95°02'36"	33.18	20.00	N42°16'41"W	29.50
C15	90°00'00"	15.71	10.00	S45°17'37"W	14.14
C16	5°16'11"	18.85	205.00	S2°55'43"W	18.85
C17	68°53'59"	45.70	38.00	S28°53'11"E	42.99
C18	248°53'59"	269.34	62.00	S61°06'49"W	102.25
C19	5°16'11"	13.34	145.00	N2°55'43"E	13.33
C20	90°00'00"	15.71	10.00	N44°42'23"W	14.14
C21	90°00'00"	15.71	10.00	S45°17'37"W	14.14
C22	5°16'11"	18.85	205.00	S2°55'43"W	18.85
C23	248°53'59"	269.34	62.00	N49°59'12"W	102.25
C24	68°53'59"	45.70	38.00	N40°00'48"E	42.99
C25	5°16'11"	13.34	145.00	N2°55'43"E	13.33
C26	90°00'00"	15.71	10.00	N44°42'23"W	14.14
C27	9°51'45"	35.29	205.00	N84°46'30"W	35.24
C28	9°51'45"	24.96	145.00	S84°46'30"E	24.93
C29	90°00'00"	15.71	10.00	N45°17'37"E	14.14
C30	4°48'09"	27.66	330.00	N2°41'42"E	27.65
C31	90°00'00"	15.71	10.00	N39°54'14"W	14.14
C32	14°05'15"	46.22	188.00	N88°03'09"E	46.11
C33	118°10'31"	160.88	78.00	S39°54'14"E	133.84
C34	14°05'15"	46.22	188.00	S12°08'24"W	46.11
C35	4°48'09"	22.63	270.00	S2°41'42"W	22.62
C36	90°00'00"	15.71	10.00	S44°42'23"E	14.14
C37	90°00'00"	15.71	10.00	N45°17'37"E	14.14
C38	4°48'09"	17.18	205.00	N2°41'42"E	17.18
C39	4°48'09"	12.15	145.00	S2°41'42"W	12.15
C40	90°00'00"	15.71	10.00	S44°42'23"E	14.14
C41	90°00'00"	15.71	10.00	N45°17'37"E	14.14
C42	4°48'09"	17.18	205.00	N2°41'42"E	17.18
C43	90°00'00"	15.71	10.00	N39°54'14"W	14.14
C44	9°06'13"	29.87	188.00	N89°27'20"W	29.84
C45	4°59'02"	16.35	188.00	S83°30'02"W	16.35
C46	28°28'08"	38.76	78.00	N84°45'25"W	38.36
C47	29°29'43"	40.15	78.00	N55°46'29"W	39.71
C48	15°09'34"	20.64	78.00	N33°26'50"W	20.58
C49	42°22'08"	57.68	78.00	S4°40'59"E	56.37
C50	2°40'57"	3.65	78.00	N17°50'33"E	3.65
C51	9°23'29"	6.23	38.00	N05°20'04"E	6.22
C52	59°30'31"	39.47	38.00	N33°34'56"W	37.72
C53	212°46'24"	230.24	62.00	N43°03'01"E	118.96
C54	36°10'35"	39.09	62.00	S12°29'59"E	38.45
C55	1°33'41"	3.95	145.00	S4°46'58"W	3.95
C56	3°42'30"	9.38	145.00	S2°08'52"W	9.38
C57	1°02'02"	1.12	62.00	N6°04'49"E	1.12
C58	41°35'05"	45.00	62.00	N27°23'23"E	44.02
C59	206°16'52"	223.22	62.00	S28°40'39"E	120.75
C60	5°11'07"	18.55	205.00	S87°06'49"E	18.55
C61	4°40'38"	16.73	205.00	S82°10'56"E	16.73
C62	4°29'55"	14.76	188.00	N87°09'11"W	14.76
C63	9°35'20"	31.46	188.00	S85°48'11"W	31.43
C64	17°45'46"	24.18	78.00	S89°53'24"W	24.08
C65	38°17'21"	52.13	78.00	N62°05'02"W	51.16
C66	16°10'27"	21.95	78.00	N34°52'37"W	21.88
C67	11°05'15"	15.09	78.00	N21°16'16"W	15.07
C68	22°10'30"	30.19	78.00	N4°38'24"W	30.00
C69	12°44'11"	17.34	78.00	N12°48'56"E	17.30
C70	10°46'53"	35.38	188.00	N13°47'35"E	35.32
C71	3°18'22"	10.85	188.00	N6°44'58"E	10.85
C72	0°16'51"	1.00	205.00	S0°26'03"W	1.00
C73	4°31'18"	16.18	205.00	S2°50'07"W	16.17
C74	90°00'00"	62.83	40.00	S39°54'14"E	56.57
C75	4°48'09"	14.67	175.00	S2°41'42"W	14.66
C76	5°16'11"	16.10	175.00	S2°55'43"W	16.09
C77	5°16'11"	16.10	175.00	S2°55'43"W	16.09
C78	4°48'09"	14.67	175.00	S2°41'42"W	14.66
C79	9°51'45"	30.12	175.00	N84°46'30"W	30.09
C80	4°48'09"	25.15	300.00	S2°41'42"W	25.14
C81	90°00'00"	62.83	40.00	S39°54'14"E	56.57



OWNER: WIENS ENTERPRISES LLC
LOT 7
GUTIERREZ SUBDIVISION
REC. NO. 200105092

OWNER: DON WILSON
LOT 1
SHILO FALLS SUBDIVISION
REC. NO. 2001015957

OWNER: CLAYTON
PROPERTIES GROUP II INC.
REC. NO. 20170043882

EAST QUARTER CORNER
SECTIONS 23, T. 5 N., R. 68 W.
FOUND NO. 6 REBAR
WITH 2" ALUMINUM CAP
STAMPED "LS 37065"

OWNER: TOWN OF JOHNSTOWN
REC. NO. 980087294

KEYMAP

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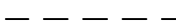


FINAL PLAT

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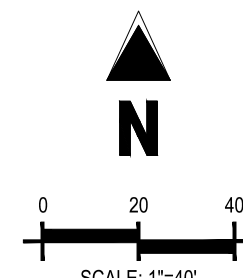
Project No:	CPG0000010.10
Drawn By:	AN
Checked By:	FAK
Date:	11/23/2020

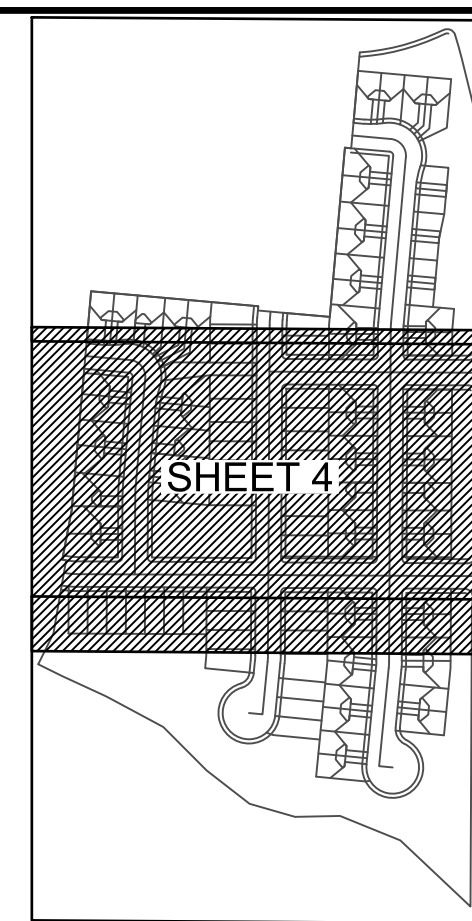


- | | |
|---|--|
|  | PROPERTY LINE |
|  | ADJACENT PROPERTY LINE |
|  | PLSS ALIQUOT LINE |
|  | EASEMENT LINE |
|  | ALIQUOT CORNER (AS DESCRIBED) |
|  | FOUND 24" # 5 REBAR WITH 1-1/4"
YELLOW PLASTIC CAP, STAMPED
PLS 37067* UNLESS
OTHERWISE NOTED |
|  | SET 24" # 5 REBAR WITH 1-1/4"
PURPLE PLASTIC CAP, STAMPED
PLS 37067* UNLESS
OTHERWISE NOTED |
|  | FOUND 24" # 5 REBAR WITH 1-1/4"
PURPLE PLASTIC CAP, STAMPED
PLS 37067* |
|  | FOUND NO. 4 REBAR WITH 1-1/4" YELLOW
PLASTIC CAP, STAMPED "PLS 32444" |
| REC. NO. | RECEPTION NUMBER |
| UE | UTILITY EASEMENT |
| ADLUE | ACCESS, DRAINAGE, LANDSCAPE
AND UTILITY EASEMENT |
|  | ACCESS, DRAINAGE, LANDSCAPE
AND UTILITY EASEMENT |
| (DIM) | ALL EASEMENT DIMENSIONS ARE IN
PARENTHESES |

SEE SHEET 2 OF 5 FOR CURVE TABLES

OWNER:
CLAYTON PROPERTIES
GROUP II INC,
REC. NO. 20170043882





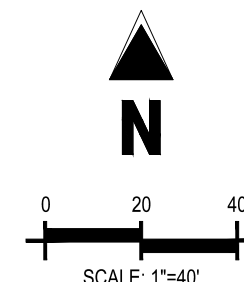
KEYMAP

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THOMPSON RIVER RANCH FILING NO. 15

FINAL PLAT



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- - - PLSS ALIQUOT LINE
- - - EASEMENT LINE
- ◆ ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
- FOUND 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067
- FOUND 4" REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 32444"
- REC. NO. RECEPTION NUMBER
- UE UTILITY EASEMENT
- ADUE ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENT
- ADUE ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENT
- (DM) ALL EASEMENT DIMENSIONS ARE IN PARENTHESES

SEE SHEET 2 OF 5 FOR CURVE TABLES

OWNER:
TOWN OF JOHNSTOWN
REC. NO. 980087294

HIGH PLAINS BLVD.
RIGHT OF WAY MARKS

S0737°W 538.80'

S0737°W 562.12'

GRAYWOOD DRIVE
60' RIGHT OF WAY
PUBLIC RIGHT OF WAY

S0737°W 100.27'

S0737°W 100.27'

S0737°W 100.27'

S0737°W 100.27'

S0737°W 100.27'

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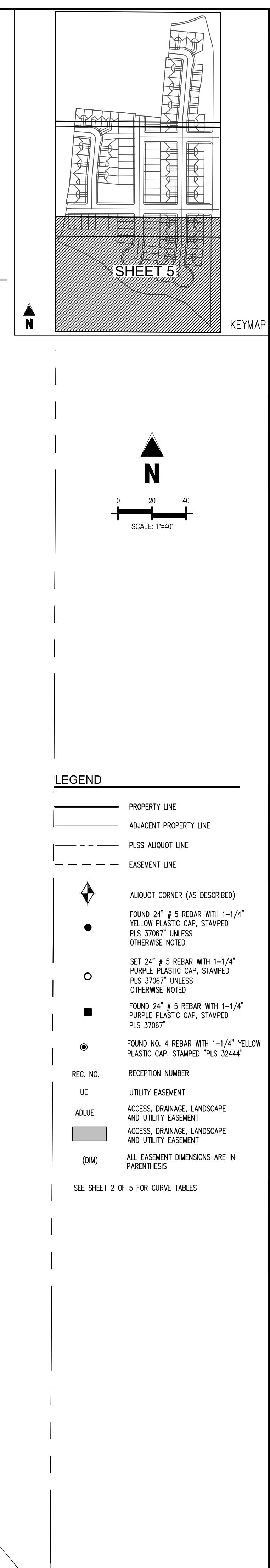
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BEING A REPLAT OF TRACT A, THOMPSON RIVER RANCH FILING NO. 12 RECORDED AT
RECEPTION NO. 20210091806 , LOCATED IN THE EAST HALF OF SECTION 23,
T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



FINAL PLAT

[illegible]

Project No:	CPG0000010.10
Drawn By:	AN
Checked By:	FAK
Date:	11/23/2020



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of Final Subdivision Plat and Development Plan for the Thompson River Ranch, Filing 15
PROJECT NO:	SUB20-0014
DESCRIPTION:	Proposed 166 lot subdivision within the overall Thompson River Ranch P.U.D. development
LOCATION:	Southeast corner of High Plains Blvd. and River Ranch Parkway
APPLICANT:	Clayton Properties Group II, Inc.
STAFF:	Justin Currie, Planner II
HEARING DATE:	March 23, 2022

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Final Development Plan

PROJECT SUMMARY

The Applicant, Clayton Properties Group, Inc. is requesting Final Development Plan and Final Subdivision Plat approval of a 166-lot subdivision for dwellings, of which 38 are being platted for traditional single-family detached homes, and 128 for Oakwood's "Carriage Homes" product.

This subdivision encompasses 29.33 acres of land located between High Plains Blvd (Larimer CR 3) and the approved Thompson River Ranch Filing 12 to the west, with River Ranch Parkway to the North and the Hillsborough Ditch to the south. (*Attachment 1*). The subject property has been historically used for agricultural purposes, but has been included in all prior development plans for Thompson River Ranch; and is wholly-owned by the Applicant.

The Community That Cares

johnstown.colorado.gov

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

Filing 15 includes the construction of several local streets that extend existing streets from Filing 12, and provides one permanent access connection to High Plains Blvd. The frontage along High Plains Blvd. is a 60'-wide landscaped area in common ownership. This filing includes a small (34,897 SF) pocket park, a new southern 10' trail, and other trail connections and open space surrounding the site, in addition to the extensive trails and open space amenities available and connected throughout the Thompson River Ranch neighborhood. This filing contains approximately eight (8) acres of open areas and park.

This proposed subdivision would create 166 lots (38 single-family detached homes and 128 carriage homes (*Attachment 3*) These lots comprise 50.76% of the property, and range from 4,950 to 6,861 SF for the single-family residential lots and 3,043 to 6,506 SF for the carriage lots. The carriage lots are being developed with shared accesses and a standard "four pack" (four units to one main drive) configuration for these lots. The carriage lot front yards and tree lawns will be maintained by Metro District #3. The development plan notes that each home has a 2-car garage, and in the carriage home areas, an additional 118 on-street parking spaces on adjacent streets; traditional homes also include a 2-car capacity driveway. The Johnstown Municipal Code does not require "guest" parking spaces, but this concern has been voiced in the past related to this type of residential unit.

The majority of the needed adjacent infrastructure for this filing has been constructed previously by prior filing areas in Thompson River Ranch. High Plains Boulevard improvements are being actively addressed, as part of the overall development; as well as the Clubhouse that was required with prior filings. These improvements and timing triggers will be reiterated in the development agreement for this filing.

ZONING: PUD-MU- Thompson River Ranch PUD

ADJACENT ZONING & LAND USE:

North	PUD-MU – Thompson River Ranch PUD
East	PUD-MU – Low Point Wastewater Treatment Plant & Town property.
South	Larimer Co RR2 – Rural Residential and "ranchette" use
West	PUD-MU – Thompson River Ranch

PROPERTY LAND USE HISTORY

The subject property was annexed into Town as part of the WRFG annexation in 2000 by Ordinance #2000-639; PUD-MU zoning was granted by Ordinance #2000-646. A Preliminary Plat and Development Plan, along with design guidelines, were approved on March 7, 2005, by Resolution #2005-08. Filings 1-7 and 9-12 have already been approved at various times since approval of the preliminary plat, and are at various stages of development.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, March 3, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to

The Community That Cares

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all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. No public comments have been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

The proposed Final Development Plan and Subdivision Plat substantially comply with town code and regulations; aligns with the Johnstown Area Comprehensive Plan as an area of Medium Density/Intensity; and meet the development standards of the Thompson River Ranch PUD preliminary plat, their design guidelines.

Staff has no outstanding concerns and believes this development will promote the Town's goals of diversity of housing types, walkable neighborhoods, and efficient development patterns and extension of infrastructure.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested subdivision of the Thompson River Ranch, Filing 15 Subdivision be approved based upon the following findings:

1. The proposed subdivision is consistent with the Johnstown Area Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the Town's codes, regulations, and requirements.
3. The proposed subdivision will allow a more flexible approach to development of the large acreage, while meeting the needs of the community as it develops; and is compatible with adjacent development.

Recommended Motion to Approve

Based on the application received, associated submittal materials, and the analysis and presentations at this hearing, the Planning & Zoning Commission finds that the request for the Final Development Plan and Final Subdivision Plat for the Thompson River Ranch, Filing 15 furthers the *Johnstown Area Comprehensive Plan* goals, and is in substantial compliance with all applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval of the Final Development Plan and Final Subdivision Plat for the Thompson River Ranch, Filing 15 based upon the findings as stated above.

Alternative Motions:

Motion to Recommend Approval with Conditions

Based on the application received, associated submittal materials, and the analysis and presentations at this hearing, the Planning & Zoning Commission finds that the request for the Final Development Plan and Final Subdivision Plat for the Thompson River Ranch, Filing 15 furthers the *Johnstown Area Comprehensive Plan* goals, and is in substantial compliance with all applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval of the Final Development Plan and Final Subdivision Plat for the Thompson River Ranch, Filing 15 based upon the findings as stated above, with the following conditions:

1. .

Motion to Recommend Denial

- Motion to Deny: “I move that the Commission recommend to the Town Council Denial of the Thompson River Ranch, Filing 15 Subdivision final plat and development plan based upon the following findings...”

Planner:



Justin Currie, Planner II

THOMPSON RIVER RANCH, FUTURE FILINGS
TRANSPORTATION IMPACT STUDY

JOHNSTOWN, COLORADO

(NOVEMBER 2020)
REVISED FEBRUARY 2021

Prepared for:

Oakwood Homes
4908 Tower Road
Denver, CO 80249

Prepared by:



DELICH ASSOCIATES
2272 Glen Haven Drive
Loveland, CO 80538
Phone: 970-669-2061
FAX: 970-669-5034



Project #2069

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APPENDICES

- A. Daily and Peak Hour Traffic Counts
- B. Current Peak Hour Operation/Level of Service Descriptions
- C. Signal Warrant
- D. Short Range (2025) Background Peak Hour Operation
- E. Long Range (2040) Background Peak Hour Operation
- F. Short Range (2025) Total Peak Hour Operation
- G. Long Range (2040) Total Peak Hour Operation

I. INTRODUCTION

This Transportation Impact Study (TIS) addresses the capacity, geometric, and control requirements for the proposed Thompson River Ranch and future filings. The Thompson River Ranch is located west of Larimer County Road 3 (LCR3) and north of Larimer County Road 18 (LCR18) in Johnstown, Colorado.

During the course of the analysis, numerous contacts were made with the project developer (Oakwood Homes) and the Town of Johnstown (Planning Department and Traffic Engineering Consultant). This study generally conforms to the format set forth in the Johnstown TIS Guidelines. Scoping discussions and email exchanges with the Charles Buck, Johnstown Traffic Engineering Consultant have occurred. The study involved the following steps:

- Collect physical, traffic, and development data;
- Perform trip generation, trip distribution, and trip assignment;
- Determine peak hour traffic volumes;
- Conduct capacity and operational level of service analyses on key intersections;
- Analyze signal warrants;

The following intersections, as agreed to in the scoping discussions, were addressed in this traffic study: SE Frontage Road/River Ranch, LCR18/LCR3, LCR3/River Ranch, and the Site Access intersections. The scope of this TIS was discussed through an email exchange.

This is a revision of the “Thompson River Ranch, Future Filings TIS” dated November 2020. It addresses Town staff comments and inclusion of Filings 12, 13, and 15 in the short range (2025) future.

II. EXISTING CONDITIONS

The location of Thompson River Ranch is shown in Figure 1. It is important that a thorough understanding of the existing conditions be presented.

Land Use

Land uses in the area are primarily residential, agricultural, or open. There are residential uses to the west and north of the site. The Thompson River Ranch is a developing residential area. The center of Johnstown lies to the southeast of the proposed Thompson River Ranch site.

Streets

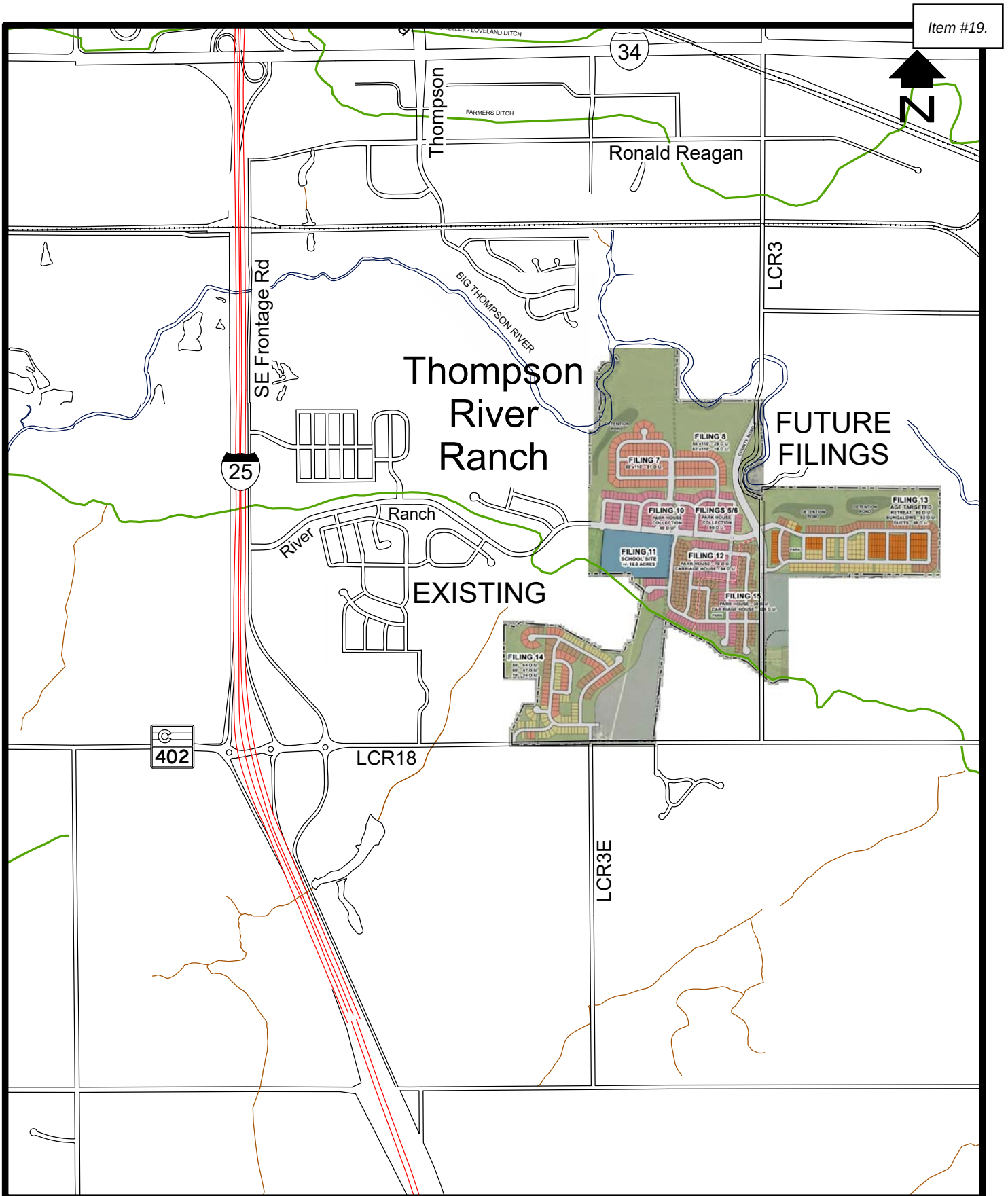
The primary streets near Thompson River Ranch are the I-25 SE Frontage Road, Larimer County Road 3 (LCR3), Larimer County Road 18 (LCR18), and River Ranch Parkway. The existing geometry at the SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections is shown in Figure 2.

The SE Frontage Road of Interstate 25 is a two-lane road. At the SE Frontage Road/River Ranch intersection, the SE Frontage Road has a southbound left-turn lane, one through lane in each direction, and a northbound right-turn lane. The SE Frontage Road/River Ranch intersection has stop sign control on River Ranch Parkway. The posted speed is 55 mph.

Larimer County Road 3 (High Plains Boulevard) is classified as a Regionally Significant Corridor – Major Arterial on the Johnstown Transportation Plan. North of LCR18, LCR3 has a gravel surface and minimal rural cross section. At the LCR18/LCR3 intersection, the southbound approach is a single lane. The LCR18/LCR3 intersection has stop sign control on the LCR3. At the LCR3/River Ranch intersection, the northbound and southbound approaches are in single lanes. The LCR3/River Ranch intersection has stop sign control on the River Ranch Parkway.

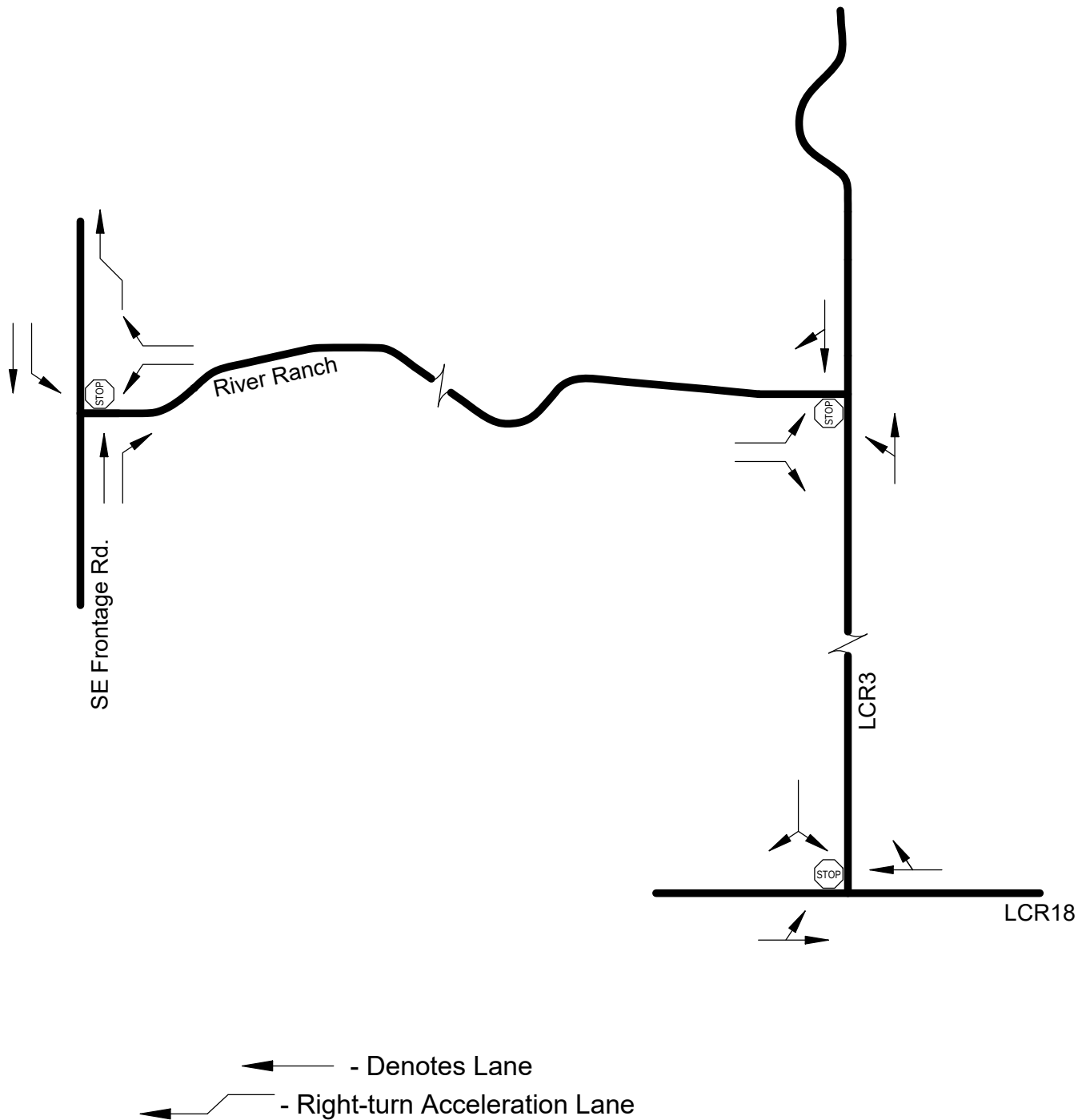
Larimer County Road 18 is classified as a Regionally Significant Corridor – Major Arterial on the Johnstown Transportation Plan. East of I-25, LCR18 has a paved surface and minimal two-lane rural cross section. At the LCR18/LCR3 intersection, both eastbound and westbound approaches have single lanes. The posted speed is 55 mph.

River Ranch Parkway is an east/west street, designated as a collector. River Ranch Parkway has a two-lane cross section with bicycle lanes. At the SE Frontage Road/River Ranch intersection, River Ranch Parkway has separate westbound left-turn and right-turn lanes. At the LCR3/River Ranch intersection, River Ranch Parkway has separate eastbound left-turn and right-turn lanes.



SITE LOCATION

Figure 1



EXISTING INTERSECTION GEOMETRY

Figure 2

There are no pedestrian facilities along any of the external roads in this area. There are pedestrian facilities within the existing Thompson River Ranch. Based upon casual observation, there is little pedestrian or bicycle activity along the SE Frontage Road, LCR3, or LCR18.

Existing Traffic

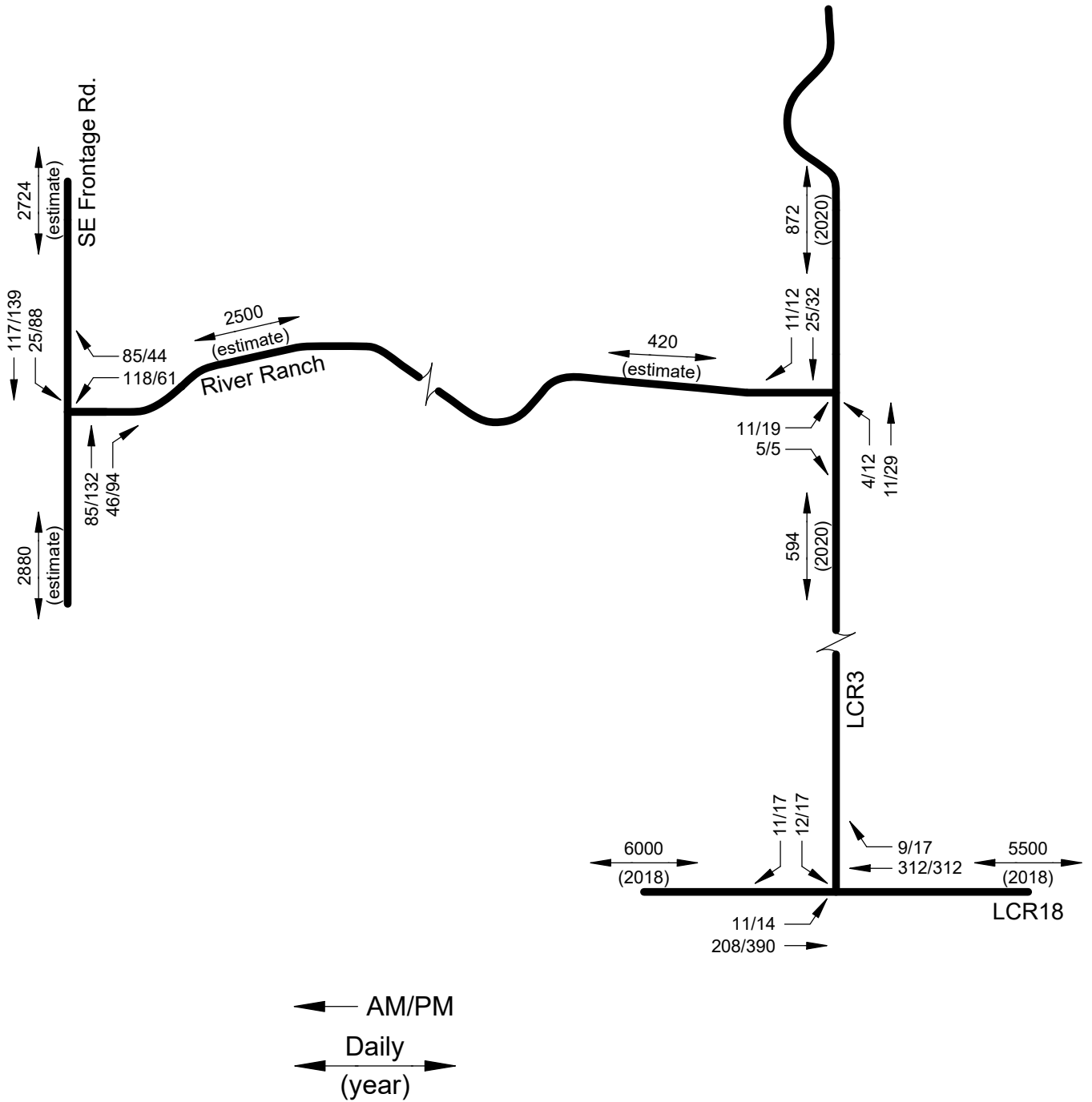
Figure 3 shows the recent peak hour traffic counts at the SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections. Raw peak hour traffic count data is provided in Appendix A. The peak hour counts were obtained in September 2020. Also shown on Figure 3 is recent daily traffic on the LCR3 and LCR18. There is also an estimate of the daily traffic on the SE Frontage Road. Since traffic at the LCR18/LCR3 and LCR3/River Ranch intersections was counted on different days, the traffic volumes were averaged/balanced and are shown in Figure 4.

Existing Operation

The SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections were evaluated using techniques provided in the 2016 Highway Capacity Manual. Using the morning and afternoon peak hour traffic shown in Figure 4, the peak hour operation is shown in Table 1. Calculation forms are provided in Appendix B. The SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections are currently operating acceptably with existing control and geometry in the morning and afternoon peak hours. Acceptable operation is defined as level of service (LOS) D or better, overall, during the peak hours. At stop sign controlled intersections, minor street left turns may operate at LOS E/F during the peak hours. This is considered to be normal in urban areas during the peak hours. A description of level of service for unsignalized intersections from the 2016 Highway Capacity Manual is also provided in Appendix B.

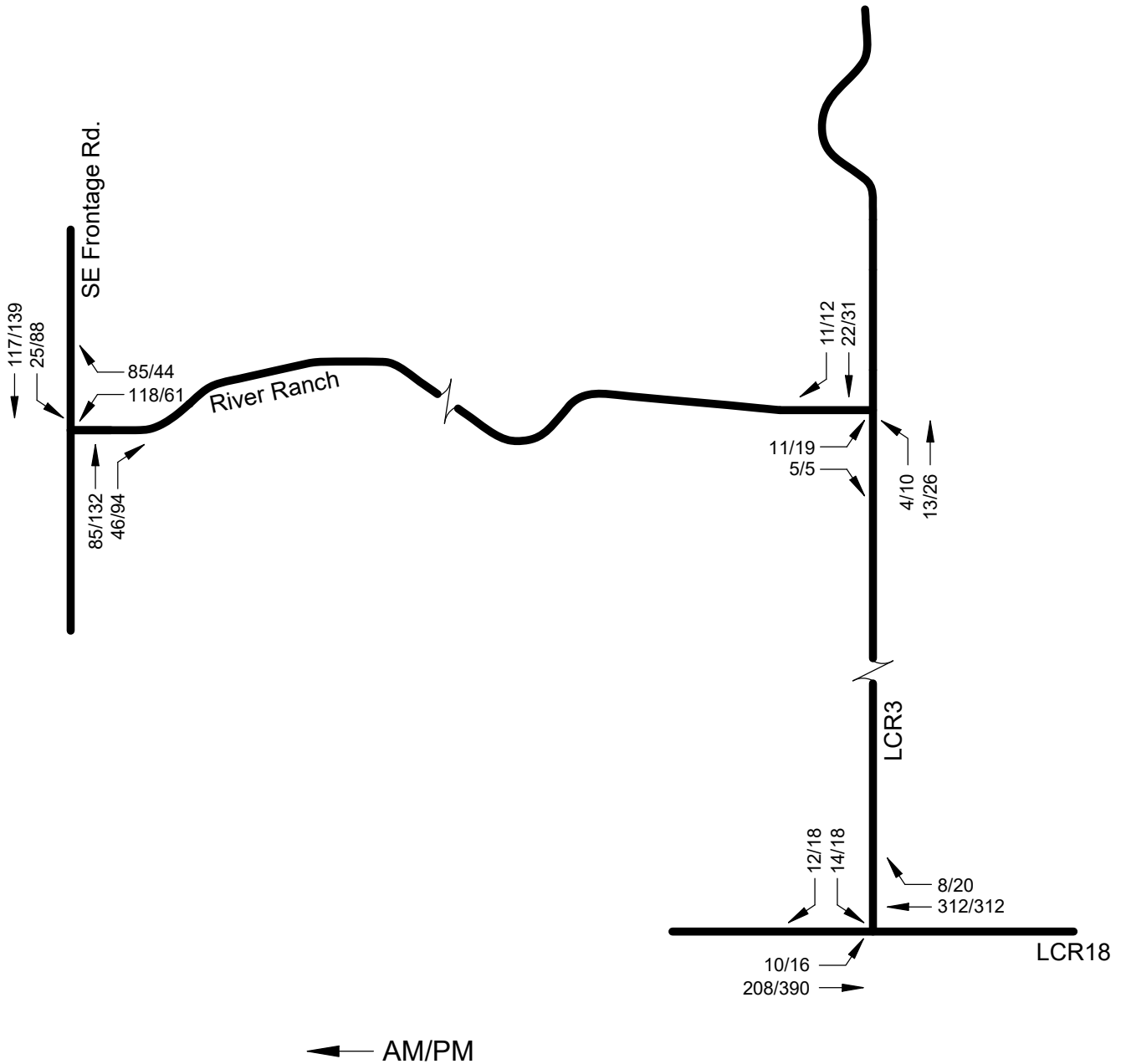
Paving

Based upon the daily traffic counts, LCR3 should be paved. As part of the paving, the bridge over the Big Thompson River should be improved. Given the future improvements to LCR3 as the "I-25 Parallel Arterial," the eventual four-lane cross section should be taken into consideration. Clearly, constructing the future cross section is not the responsibility of this or other future developments along it. However, the interim design and right-of-way must take this into consideration. North of LCR18, there is a one lane bridge over an irrigation ditch. This bridge should be widened to accommodate two-way traffic.



RECENT DAILY AND PEAK HOUR TRAFFIC

Figure 3



AVERAGED/BALANCED RECENT PEAK HOUR TRAFFIC

Figure 4

TABLE 1 Current Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
SE Frontage Road/River Ranch (stop sign)	WB LT	B	B
	WB RT	A	A
	WB APPROACH	B	B
	SB LT	A	A
	OVERALL	A	A
LCR18/LCR3 (stop sign)	SB LT/RT	B	B
	EB LT/T	A	A
	OVERALL	A	A
LCR3/River Ranch (stop sign)	EB LT	A	A
	EB RT	A	A
	EB APPROACH	A	A
	NB LT/T	A	A
	OVERALL	A	A

III. PROPOSED DEVELOPMENT

Thompson River Ranch is a residential development, located west of Larimer County Road 3 (LCR3) and north of Larimer County Road 18 (LCR18) in Johnstown. Figure 5 shows the site plan for the future filings of the Thompson River Ranch. Filings 12, 13, and 15 of the Thompson River Ranch (short range future) consists of 330 single family dwelling units and 250 senior adult housing detached. Figure 5 shows the overall site plan of the remaining Thompson River Ranch development. Filings 5, 6, and 10 are currently under construction. There are approximately 70 dwelling units left to be built. The school site, assumed to be a K-8 school, will be operational in 2021. Filings 7 and 8 to the north have approximately 128 dwelling units planned. These filings and the school site are all assumed to be constructed for the short range (2025) future year. Beyond Filings 12, 13, and 15, Filing 14 will have a total of 135 dwelling units (long range future). This TIS analyzes the short range (2025) future for Filings 12, 13, and 15 and the long range (2040) future for the full development of the remaining Filing 14 of the Thompson River Ranch.

Trip Generation

Trip generation is important in considering the impact of a development such as this upon the existing and proposed street system. A compilation of trip generation information contain in Trip Generation, 10th Edition, ITE was used to estimate the trips that would be generated by the proposed/expected uses at the Thompson River Ranch, Future Filings site. A trip is defined as a one-way vehicle movement from origin to destination. Table 2 shows the expected trip generation on a daily and peak hour basis for development of Filings 12, 13, and 15 and for development of Future Filing 14. The trip generation of Filings 12, 13, and 15 of the Thompson River Ranch development (short range future) resulted in 4,294 daily trip ends, 321 morning peak hour trip ends, and 414 afternoon peak hour trip ends. The trip generation of Future Filing 14 of the Thompson River Ranch development resulted in 1,242 daily trip ends, 96 morning peak hour trip ends, and 128 afternoon peak hour trip ends. Full build-out of the total Future Filings of the Thompson River Ranch development (long range future) resulted in 5,536 daily trip ends, 417 morning peak hour trip ends, and 542 afternoon peak hour trip ends.

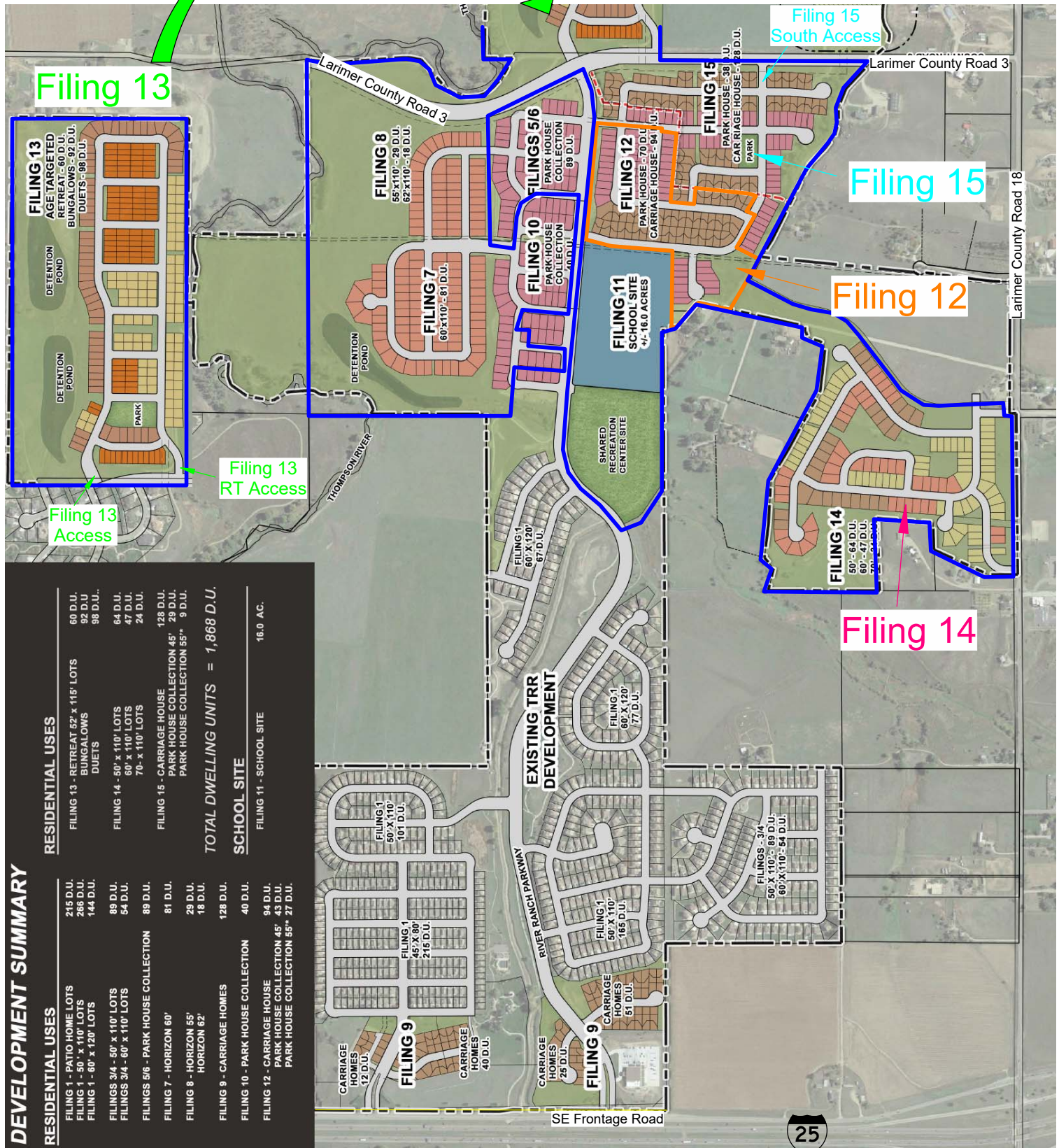
Trip Distribution

Trip distribution for the Thompson River Ranch was based on existing/future travel patterns, land uses in the area, consideration of trip attractions/productions in the area, and engineering judgment. This trip distribution was modified from that used for the original Thompson River Ranch subdivision TIS based upon the recent traffic counts and the more eastern location of the parcels. Figure 6 shows the trip distribution for the short range (2025) and long range (2040) analysis futures.

SCALE: 1"=1000'

- Unbuilt portions of Thompson River Ranch

Item #19.



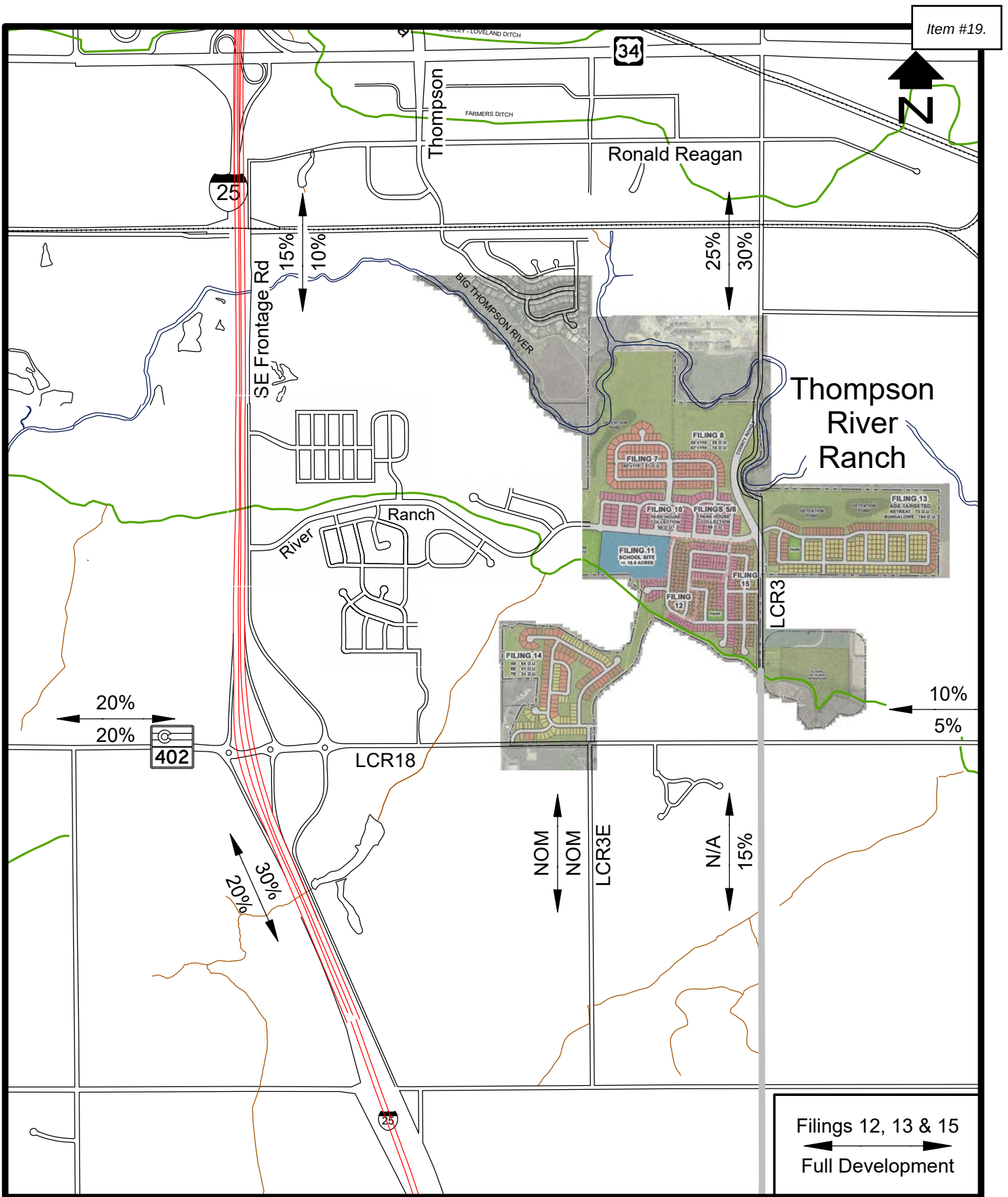
SITE PLAN

DELICH
ASSOCIATES

Thompson River Ranch, Future Filings TIS, February 2021
Page 10

TABLE 2
Trip Generation

Code	Use	Size	AWDTE		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	In	Rate	Out	Rate	In	Rate	Out
Short Range (2025) Filings 12, 13, and 15												
210	Filing 12 - Single Family	164 D.U.	EQ	1508	EQ	30	EQ	89	EQ	99	EQ	58
251	Filing 13 - Senior Adult Housing Detached	250 D.U.	EQ	1260	EQ	27	EQ	55	EQ	60	EQ	38
210	Filing 15 - Single Family	166 D.U.	EQ	1526	EQ	30	EQ	90	EQ	100	EQ	59
Subtotal				4294		87		234		259		155
Future Filing 14												
210	Filing 14 - Single Family	135 D.U.	EQ	1242	EQ	24	EQ	72	EQ	81	EQ	47
Total				5536		111		306		340		202



TRIP DISTRIBUTION

Figure 6

Background Traffic Projections

Figure 7 shows the short range (2025) background daily and peak hour traffic projections. Background traffic projections for the short range (2025) future horizon were obtained by reviewing the North Front Range Regional Transportation Plan and various traffic studies prepared for this area of Johnstown/Larimer County. Traffic volumes on the SE Frontage Road and LCR3 were increased by approximately 1.5 percent per year. Traffic volumes on the LCR18 were increased by approximately 3.0 percent per year. The remaining dwelling units from the existing Thompson River Ranch, Filings 5, 6, and 10 were included in the short range (2025) background traffic projections. The school site and future Filings 7 and 8 were also included. "The Ridge at Johnstown Master Traffic Study," dated September 9, 2020 was submitted to Johnstown. It is not known if The Ridge at Johnstown has any phasing of development. Therefore, this project was only included in the long range (2040) future.

For the long range (2040) future, the site generated traffic volumes from various properties in the area (specifically The Ridge) were used in addition to a general increase in background traffic. In addition to this, a technical memorandum for the I-25 Parallel Arterial Technical Advisory Committee, prepared by Michael Baker International, was reviewed for traffic volume projections and the traffic projections at the LCR18/LCR3 intersection were used/considered. Figure 8 shows the long range (2040) background peak hour traffic at the key intersections.

Trip Assignment

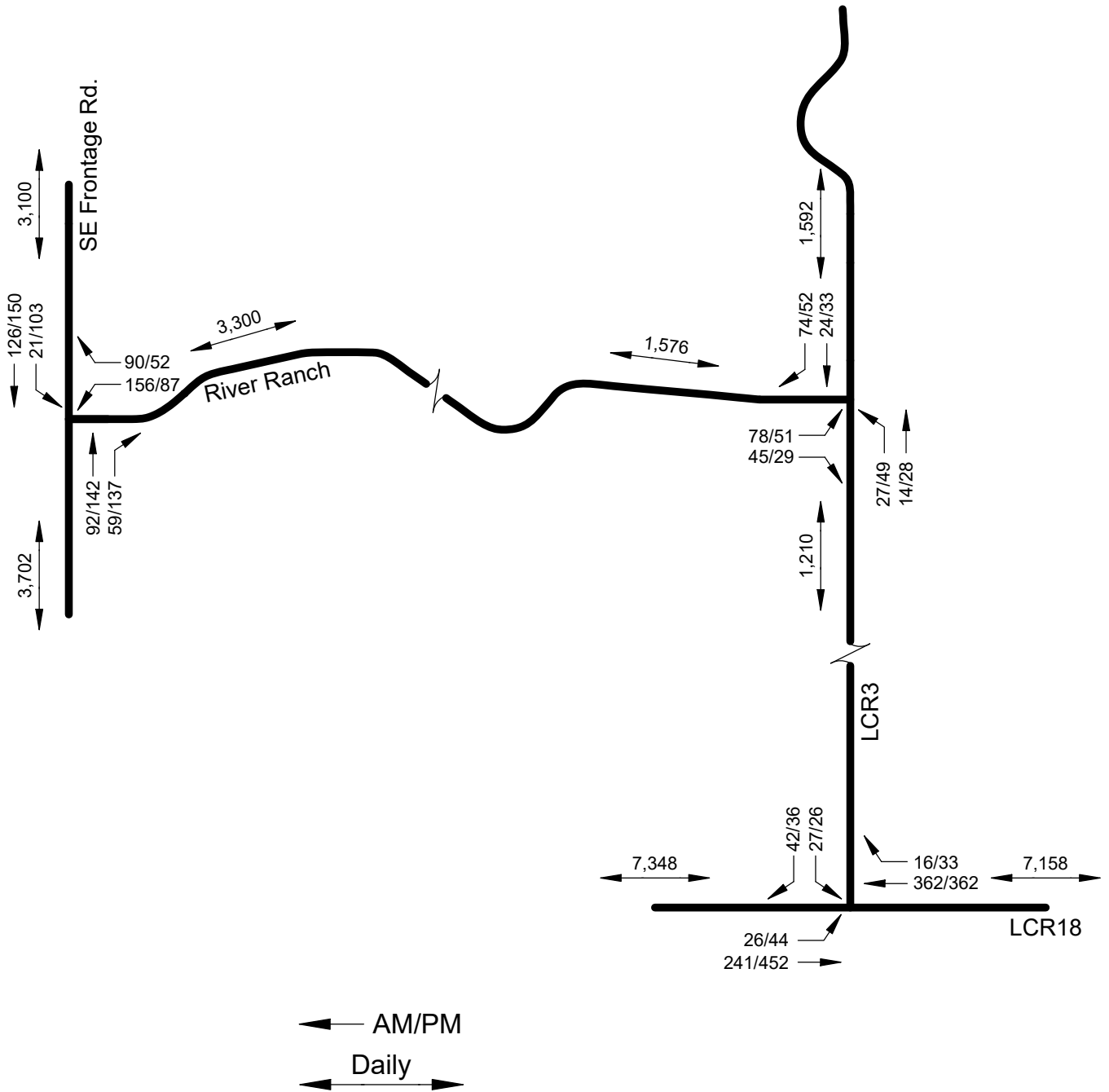
Trip assignment is how the generated and distributed trips are expected to be loaded on the street system. The assigned trips are the resultant of the trip distribution process. Figure 9 shows the site generated daily and peak hour traffic for Filings 12, 13, and 15. Figure 10 shows the full development of Filings 12, 13, 14 and 15 of the Thompson River Ranch site generated daily and peak hour traffic.

Total Traffic

The traffic volumes generated by the two levels of development for the Thompson River Ranch were added to the background traffic volumes to produce the total traffic volume forecasts for the short range (2025) future and the long range (2040) future horizon. Figures 11 and 12 respectively shows the short range (2025) total and the long range (2040) total future daily and peak hour traffic at the key intersections.

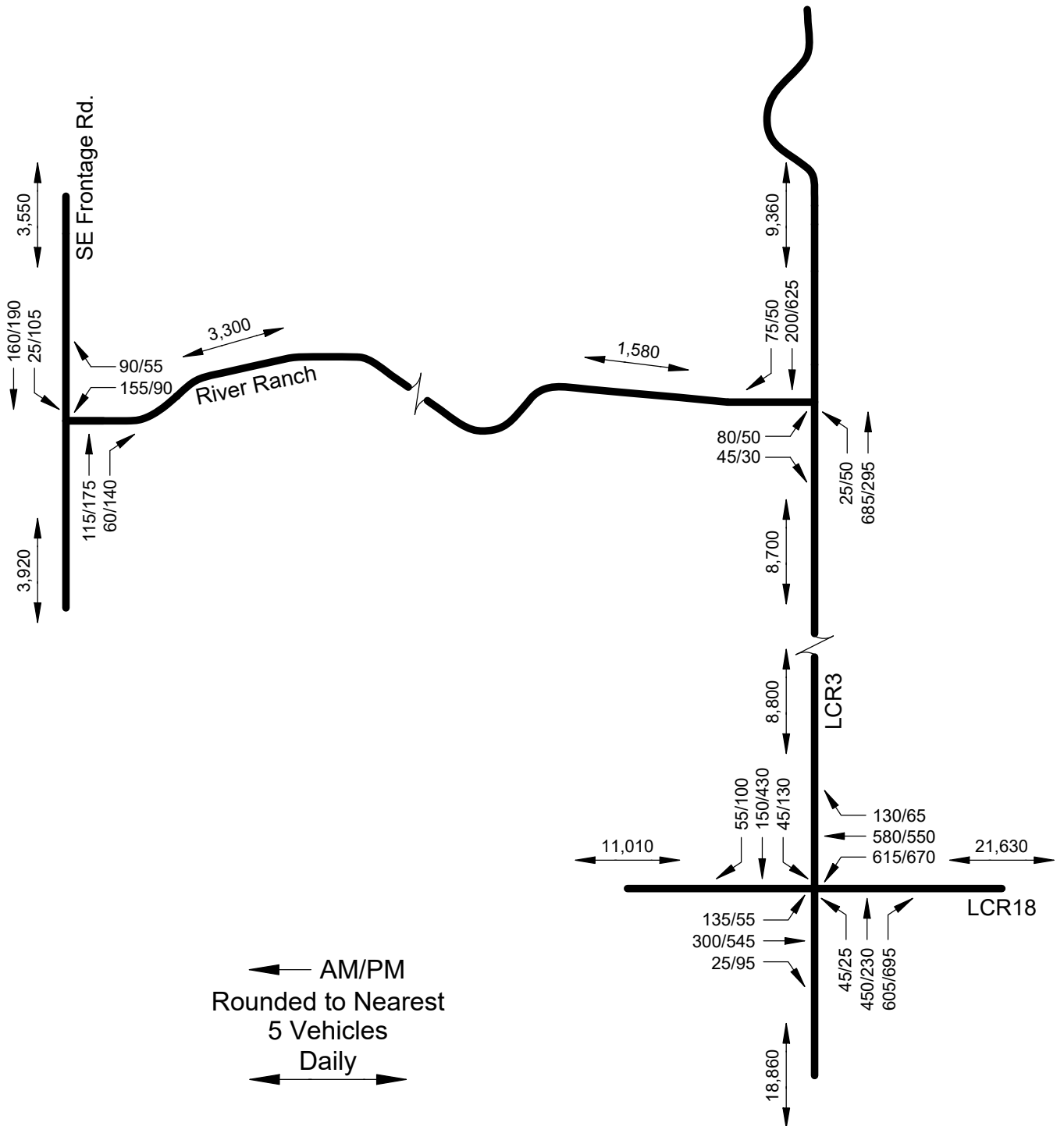
Signal Warrants

As a matter of policy, traffic signals are not installed at any location unless warrants are met according to the Manual on Uniform Traffic Control Devices. For the roads in the vicinity of the Thompson River Ranch development, four hour and/or eight hour signal



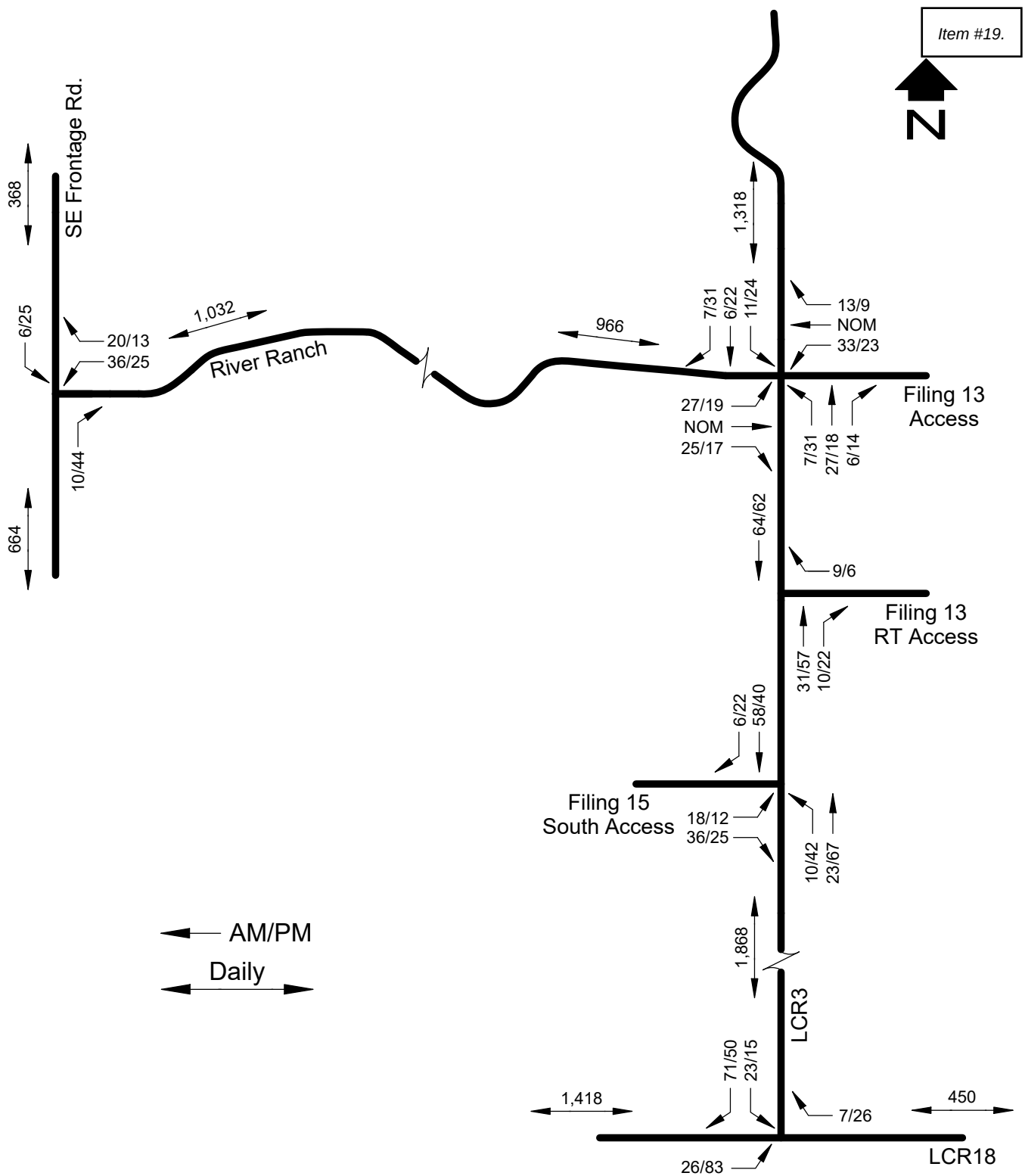
SHORT RANGE (2025) BACKGROUND DAILY AND PEAK HOUR TRAFFIC

Figure 7



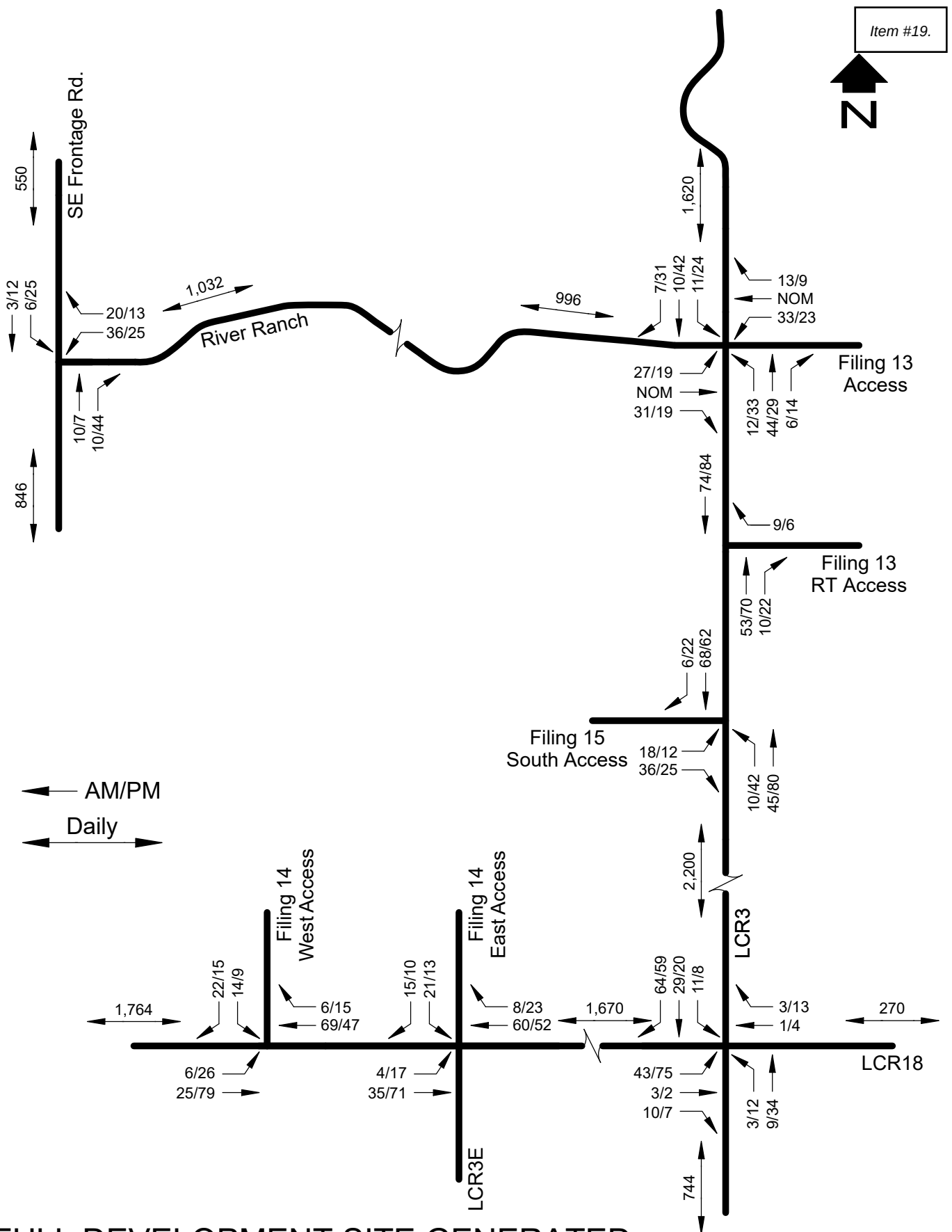
LONG RANGE (2040) BACKGROUND DAILY AND PEAK HOUR TRAFFIC

Figure 8



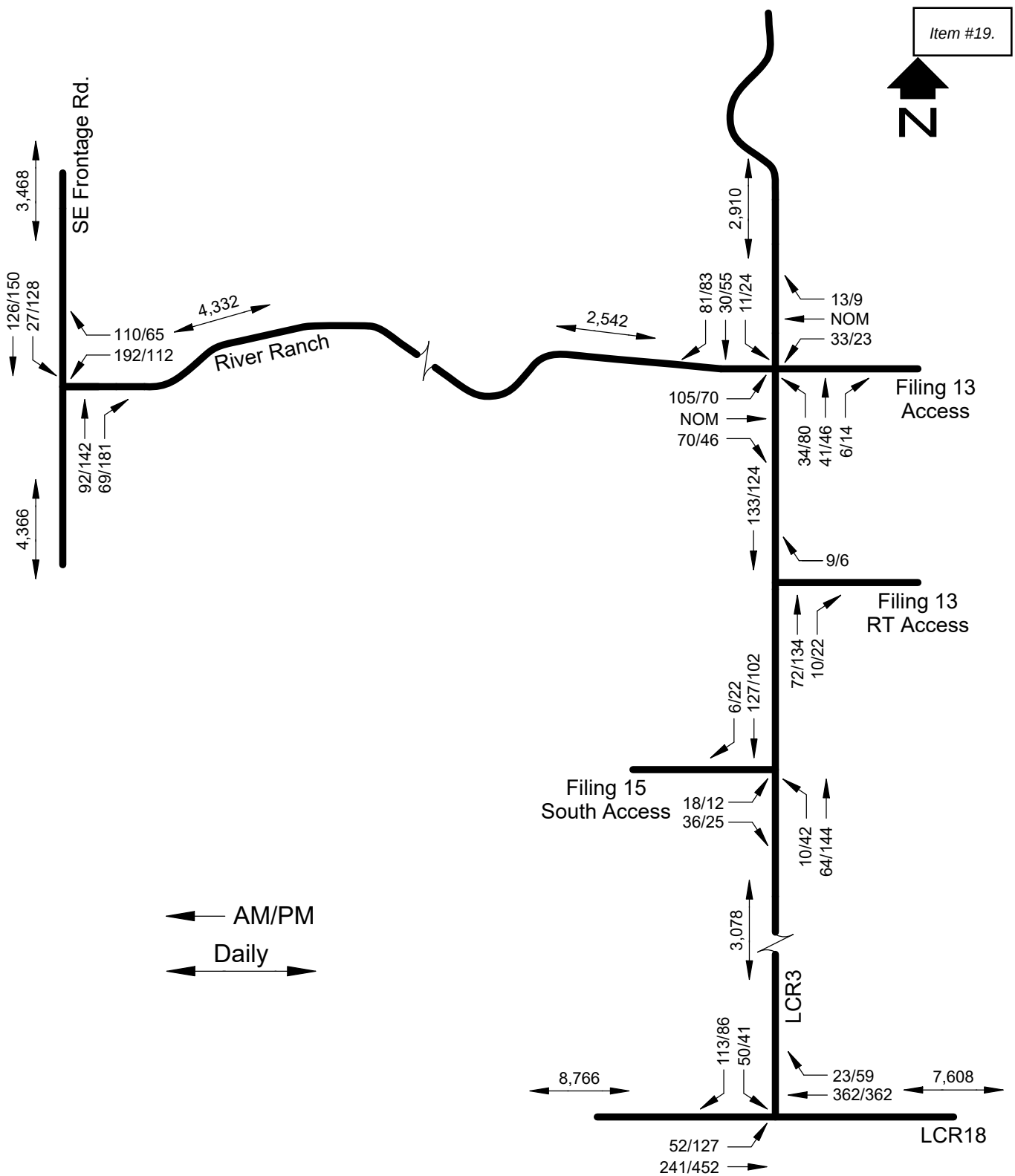
SHORT RANGE (2025) SITE GENERATED (FILINGS 12, 13 & 15) DAILY AND PEAK HOUR TRAFFIC

Figure 9



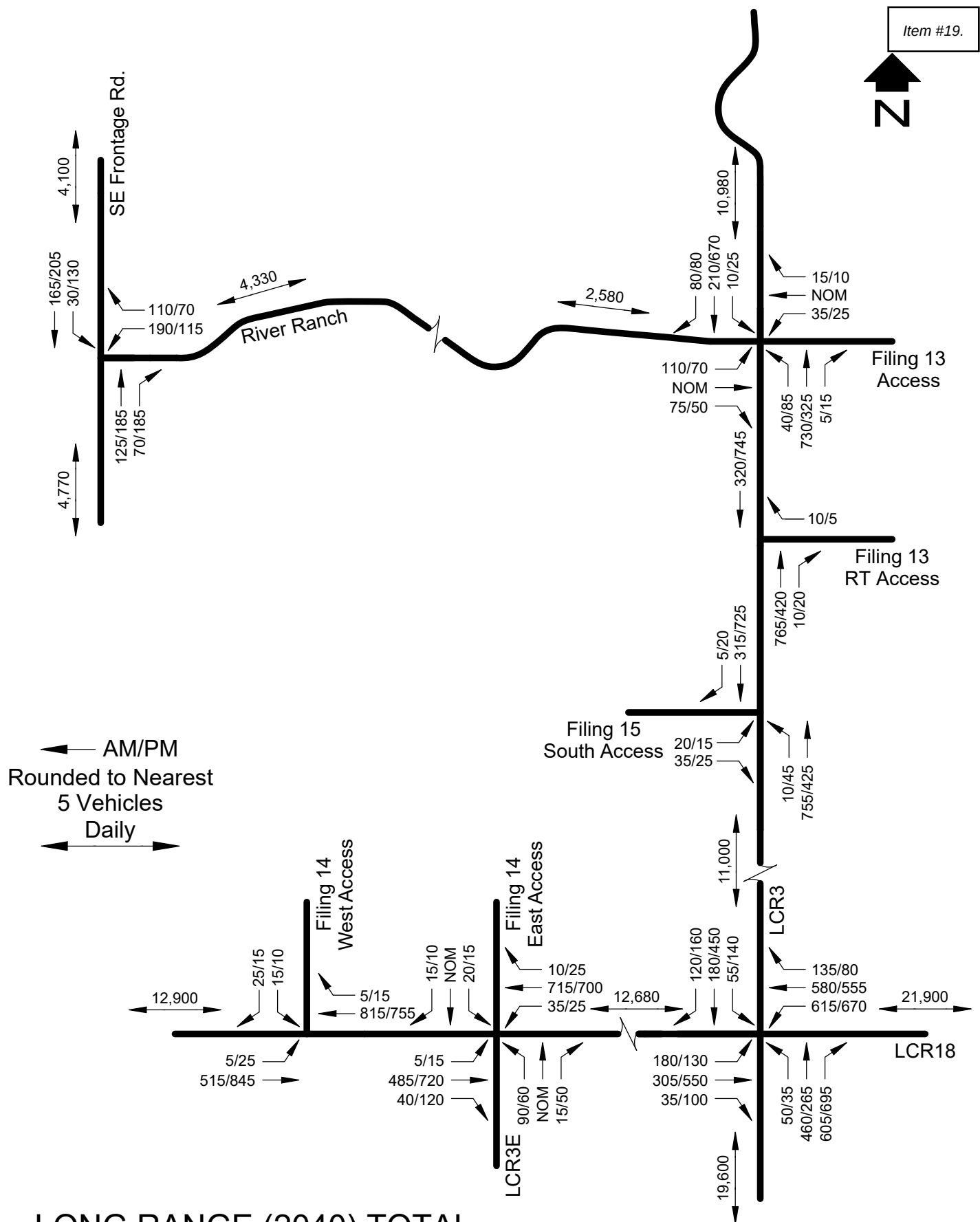
FULL DEVELOPMENT SITE GENERATED DAILY AND PEAK HOUR TRAFFIC

Figure 10



SHORT RANGE (2025) TOTAL DAILY AND PEAK HOUR TRAFFIC

Figure 11



LONG RANGE (2040) TOTAL DAILY AND PEAK HOUR TRAFFIC

Figure 12

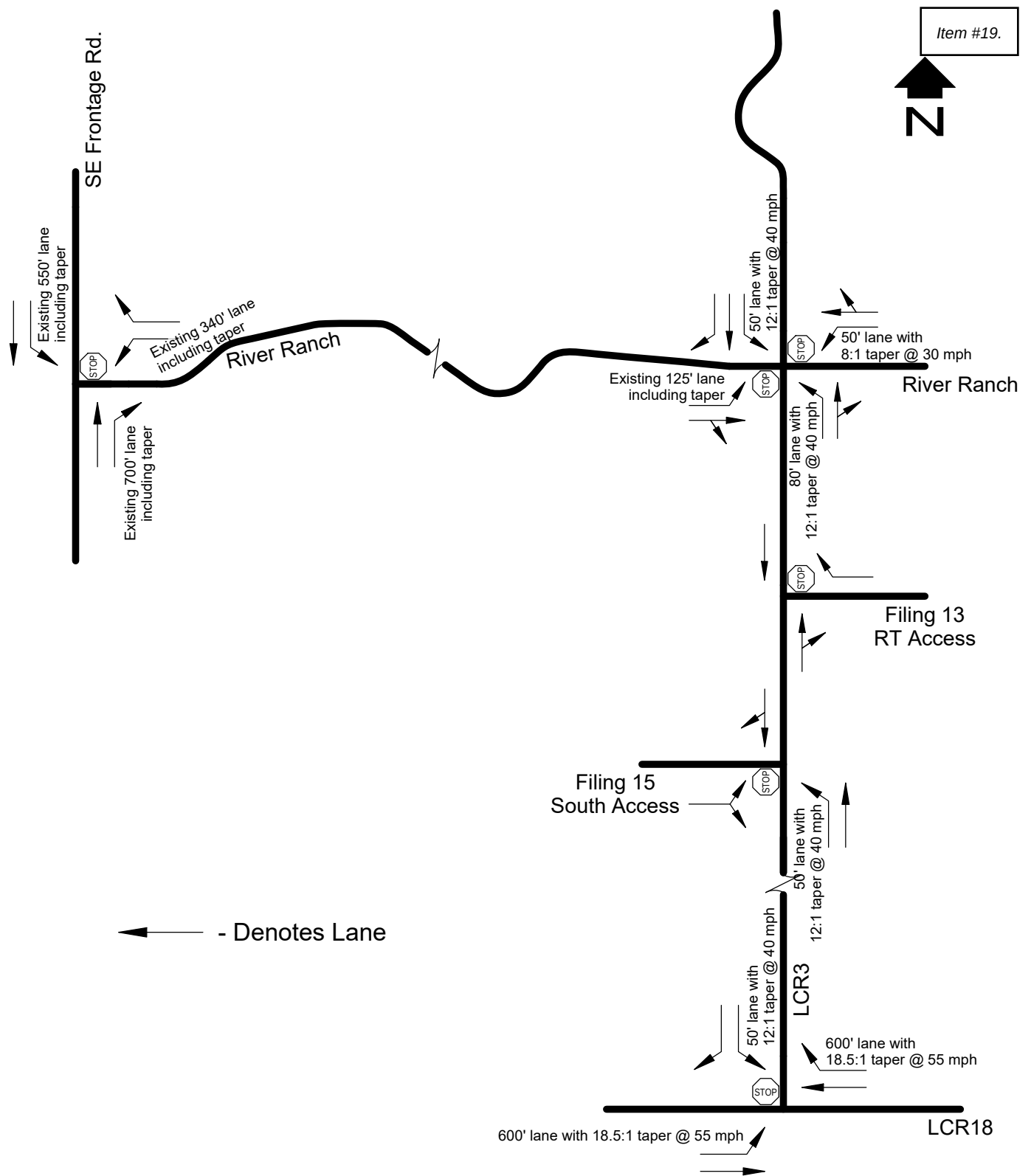
warrants are applicable. These warrants require much data and are applied when the traffic is actually on the area road system. It is acknowledged that peak hour signal warrants should not be applied, but since the peak hour forecasts are readily available in a traffic impact study, it is reasonable to use them to estimate whether other signal warrants may be met. If peak hour signal warrants will not be met at a given intersection, it is reasonable to conclude that it is not likely that other signal warrants would be met. If peak hour signal warrants are met, it merely indicates that further evaluation should occur in the future as the development occurs. However, a judgment can be made that some intersections will likely meet other signal warrants.

Based upon the long range (2040) background and total peak hour traffic (Figures 8 and 12), the peak hour signal warrant will likely be met in the morning and afternoon peak hours at the LCR18/LCR3 stop sign controlled intersection. Based on the peak hour signal warrant, it is likely that other volume based signal warrants would likely met at this intersection. A peak hour signal warrant for the LCR18/LCR3 intersection is provided in Appendix C. Based upon the long range (2040) total peak hour traffic (Figure 12), the peak hour signal warrant will likely be met in the morning and afternoon peak hours at the LCR3/River Ranch stop sign controlled intersection. Based on the peak hour volumes, other volume based signal warrants might not be met at this intersection. Traffic volumes should be monitored at this intersection. A peak hour signal warrant for the LCR3/River Ranch intersection is provided in Appendix C.

Geometry

Figure 13 shows the short range (2025) geometry at the key intersections. The existing and required lane lengths are shown on Figure 13. The geometry at the LCR3/River Ranch intersection will be required when this intersection is open to public traffic. With the development of Filings 12, 14 and 15, the geometry at the SE Frontage Road/River Ranch intersection will remain as it exists today. From available aerial photography, the southbound left-turn deceleration lane is approximately 520 feet long including bay taper. Prior to the reconfiguration of the I-25/SH402 overpass, the northbound right-turn deceleration lane was approximately 665 feet long including bay taper. During construction of the I-25/SH402 overpass, the northbound right-turn deceleration lane was approximately 340 feet long including bay taper. Currently, the northbound right-turn deceleration lane is approximately 700 feet long including bay taper. Prior to the reconfiguration of the I-25/SH402 overpass, there was a northbound right-turn acceleration lane that was approximately 530 feet long including bay taper. That acceleration lane no longer exists. According to the State Highway Access Code, auxiliary lanes on Frontage Roads should provide for the deceleration length or acceleration length. The existing auxiliary lanes meet these criteria.

As an arterial street, LCR3 will have center left-turn lanes at all public street intersections. However, the "Johnstown Transportation Master Plan" provides for an "initial phase" cross section for arterial streets. Given the short range (2025) traffic forecasts (Figure 11) on LCR18 and LCR3, the need for auxiliary lanes was evaluated



SHORT RANGE (2025) GEOMETRY

Figure 13

using criteria in the State Highway Access Code (SHAC). At both the LCR18/LCR3 and LCR3/River Ranch intersections, left-turn lanes are required. In addition to this, a southbound right-turn lane will be required at the LCR3/River Ranch intersection.

Figure 14 shows the long range (2040) geometry at the key intersections. The required lane lengths are shown on Figure 14. The long range (2040) geometry was developed based upon the SHAC and the operation of the key intersections. According to the Johnstown Transportation Plan, LCR3 is classified as a four-lane arterial street. However, based upon the long range (2040) forecasted traffic volumes, a two-lane arterial street may be adequate. It is not known when the volumes on LCR3 (I-25 Parallel Arterial) will be reached. It is a function of future development and external forces. As such, developments along it (including Thompson River Ranch) should provide for right-of-way along it.

Operation Analysis

Operation analyses were performed at the SE Frontage Road/River Ranch, LCR18/LCR3, LCR3/River Ranch, and the Site Access intersections. The operations analyses were conducted for the short range future, reflecting a year 2025 condition, and for the long range future, reflecting a year 2040 condition. The operation at the key intersections in the long range future should be used for planning purposes.

Using the short range (2025) background peak hour traffic volumes (Figure 7), the SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections operates as indicated in Table 3. Calculation forms for these analyses are provided in Appendix D. The SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections will operate acceptably during the peak hours.

Table 4 shows the long range (2040) background peak hour operation at the SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections (Figure 8). Calculation forms are provided in Appendix E.

Using the traffic volumes shown in Figure 11, the key intersections operate in the short range (2025) total condition as indicated in Table 5. Calculation forms are provided in Appendix F. The SE Frontage Road/River Ranch, LCR18/LCR3, LCR3/River Ranch-Filing 13 Access, LCR3/Filing 13 RT Access, and LCR3/Filing 15 South Access intersections will operate acceptably during the peak hours.

Table 6 shows the long range (2040) total peak hour operation at the SE Frontage Road/River Ranch, LCR18/LCR3, LCR3/River Ranch-Filing 13 Access, LCR3/Filing 13 RT Access, LCR3/Filing 15 South Access, LCR18/LCR3E-Filing 14 East Access, and LCR18/Filing 14 West Access intersections (Figure 12). Calculation forms for these analyses are provided in Appendix G. Given the four-lane arterial classification and the forecasted volumes on LCR3, the minor street legs at the LCR3/River Ranch intersection may experience significant delays as a two-way stop

TABLE 3
Short Range (2025) Background Peak Hour Operation

Intersection	Movement	Level of Service	
		AM	PM
SE Frontage Road/River Ranch (stop sign)	WB LT	B	B
	WB RT	A	A
	WB APPROACH	B	B
	SB LT	A	A
	OVERALL	A	A
LCR18/LCR3 (stop sign)	SB LT	C	C
	SB RT	B	B
	SB OVERALL	B	B
	EB LT	A	A
	OVERALL	A	A
LCR3/River Ranch (stop sign)	EB LT	A	B
	EB RT	A	A
	EB APPROACH	A	A
	NB LT	A	A
	OVERALL	A	A

TABLE 4
Long Range (2040) Background Peak Hour Operation

Intersection	Movement	Level of Service	
		AM	PM
SE Frontage Road/River Ranch (stop sign)	WB LT	B	C
	WB RT	A	A
	WB APPROACH	B	B
	SB LT	A	A
	OVERALL	A	A
LCR18/LCR3 (signal)	EB LT	C	C
	EB T	D	D
	EB RT	C	C
	EB APPROACH	D	D
	WB LT	D	D
	WB T	C	C
	WB RT	C	B
	WB APPROACH	D	C
	NB LT	B	B
	NB T	B	C
	NB RT	B	C
	NB APPROACH	B	C
	SB LT	B	B
	SB T	B	C
	SB RT	B	B
	SB APPROACH	B	C
	OVERALL	C	C
LCR3/River Ranch (stop sign)	EB LT	C	C
	EB RT	A	B
	EB APPROACH	B	C
	NB LT	A	A
	OVERALL	A	A

TABLE 5 Short Range (2025) Total Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
SE Frontage Road/River Ranch (stop sign)	WB LT	B	C
	WB RT	A	A
	WB APPROACH	B	B
	SB LT	A	A
	OVERALL	A	A
LCR18/LCR3 (stop sign)	SB LT	C	D
	SB RT	B	B
	SB OVERALL	B	C
	EB LT	A	A
	OVERALL	A	A
LCR3/River Ranch-Filing 13 Access (stop sign)	EB LT	B	B
	EB T/RT	A	A
	EB APPROACH	B	B
	WB LT	B	B
	WB T/RT	A	A
	WB APPROACH	B	B
	NB LT	A	A
	SB LT	A	A
	OVERALL	A	A
LCR3/Filing 13 RT Access (RT-in/RT-out)	SB RT	A	A
LCR3/Filing 15 South Access (stop sign)	EB LT/RT	A	A
	NB LT	A	A
	OVERALL	A	A

TABLE 6 Long Range (2040) Total Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
SE Frontage Road/River Ranch (stop sign)	WB LT	B	C
	WB RT	A	A
	WB APPROACH	B	C
	SB LT	A	A
	OVERALL	A	A
LCR18/LCR3 (signal)	EB LT	C	C
	EB T	D	D
	EB RT	C	C
	EB APPROACH	D	D
	WB LT	D	D
	WB T	C	C
	WB RT	C	A
	WB APPROACH	D	C
	NB LT	B	B
	NB T	B	C
	NB RT	B	C
	NB APPROACH	B	C
	SB LT	B	B
	SB T	B	C
	SB RT	B	B
	SB APPROACH	B	C
	OVERALL	C	C
LCR3/River Ranch-Filing 13 Access (stop sign)	EB LT	C	F (51.9 secs)
	EB T/RT	A	B
	EB APPROACH	C	D
	WB LT	D	D
	WB T/RT	B	A
	WB APPROACH	C	C
	NB LT	A	A
	SB LT	A	A
	OVERALL	A	A
LCR3/River Ranch-Filing 13 Access (two-lane roundabout)	EB LT/T/RT	A	A
	WB LT/T/RT	A	A
	NB LT/T	B	A
	NB T/RT	A	A
	NB APPROACH	B	A
	SB LT/T	A	A
	SB T/RT	A	A
	SB APPROACH	A	A
	OVERALL	A	A

Continued on next page

Continued from previous page

TABLE 6 Long Range (2040) Total Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
LCR3/Filing 13 RT Access (RT-in/RT-out)	SB RT	B	A
LCR3/Filing 15 South Access (stop sign)	EB LT/RT	B	C
	NB LT	A	A
	OVERALL	A	A
LCR18/LCR3E-Filing 14 East Access (stop sign)	NB LT	E (39.8 secs)	F (56.4 secs)
	NB T/RT	B	B
	NB APPROACH	E (35.5 secs)	E (35.9 secs)
	SB LT	D	E (39.2 secs)
	SB T/RT	B	B
	SB APPROACH	C	D
	EB LT	A	A
	WB LT	A	A
LCR18/Filing 14 West Access (stop sign)	OVERALL	A	A
	SB LT/RT	C	C
	EB LT	A	A
	OVERALL	A	A

sign controlled intersection. Therefore, the LCR3/River Ranch intersection was also analyzed as a two-lane roundabout as a potential alternative control. Although this intersection meets peak hour signal warrants, signal analysis was not performed due to the relatively low volumes on River Ranch Parkway. The traffic forecasts at the LCR18/LCR3E-Filing 14 East Access and LCR18/Filing 14 West Access intersections were developed using the forecasts from "The Ridge at Johnstown Master Traffic Study" dated September 9, 2020.

Pedestrian/Bicycle Facilities

It is assumed that there will be pedestrian facilities (sidewalks/paths) along all streets within Thompson River Ranch. They will connect to existing and future pedestrian facilities within the Thompson River Ranch subdivision. These facilities will provide safe pedestrian areas within the Thompson River Ranch subdivision. Currently, there are no sidewalks along the SE Frontage Road, LCR18, and LCR3. As Johnstown becomes more urban in the future, it is expected that there will be sidewalks along the existing and future streets. Most of the streets within Thompson River Ranch are considered to be local streets. Therefore, defined bike lanes are not required. There are existing bike lanes along River Ranch Parkway and the SE Frontage Road. As LCR18 and LCR3 are improved, bicycle lanes should be incorporated in the street cross sections.

IV. CONCLUSIONS

This study assessed the impacts of Thompson River Ranch, Future Filings on the street system in the vicinity of the proposed development in the short range (2025) and long range (2040) futures. As a result of this analysis, the following is concluded:

- The development of the Thompson River Ranch, Future Filings is feasible from a traffic engineering standpoint. The trip generation of 12, 13, and 15 of the Thompson River Ranch development (short range future) resulted in 4,294 daily trip ends, 321 morning peak hour trip ends, and 414 afternoon peak hour trip ends. Full build-out of the Thompson River Ranch development (long range future) resulted in 5,536 daily trip ends, 417 morning peak hour trip ends, and 542 afternoon peak hour trip ends.
- Given the existing traffic volumes, LCR3 should be paved. This will involve improvement of the bridge over the Big Thompson River and the bridge over an irrigation ditch.
- Currently, the SE Frontage Road/River Ranch, LCR18/LCR3, and LCR3/River Ranch intersections operate acceptably with existing control and geometry.
- None of the stop sign controlled intersections are likely to meet signal warrants in the short range (2025) future. Based upon the long range (2040) background and total peak hour traffic, the peak hour signal warrant will likely be met in the morning and afternoon peak hours at the LCR18/LCR3 intersection.
- In the short range (2025) future, given development of the Thompson River Ranch, Filings 12, 13, and 15 and an increase in background traffic, the key intersections will operate acceptably with the existing/recommended geometry and existing control.
- It is recommended that the geometry at the SE Frontage Road/River Ranch intersection remain as is. The short range (2025) and long range (2040) geometry is shown in Figures 13 and 14, respectively.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 18, 2022

SUBJECT: **Public Hearing - First Reading** – Ordinance 2022-231, An Ordinance Amending the Town of Johnstown Municipal Code Concerning Town Sales Taxes to Provide a Credit Against Sales Tax if a Certain Public Improvements Fee Has Been Paid in Connection with the Development Known as Ledge Rock Center

ACTION PROPOSED: Consider First Reading of Ordinance No. 2022-231

ATTACHMENTS: 1. Ordinance No. 2022-231

PRESENTED BY: Avi Rocklin, Town Attorney and Special Counsel, MaryAnn McGeady

AGENDA ITEM DESCRIPTION: Ledge Rock Center, LLC (“Developer”) has requested that the Town cooperate in the development of Ledge Rock Center Commercial, a commercial retail center to be located at the southeast corner of Interstate 25 and State Highway 60, by providing a two-percent sales tax credit against taxable transactions occurring within the property. The tax credit, known as a credit public improvements fee, or Credit PIF, will be used to repay bonds that will be issued by the Ledge Rock Center Commercial Metropolitan District (“District”) to finance public improvements. The terms and obligations related to the Credit PIF are set forth in the Development and Reimbursement Agreement, Ledge Rock Center Commercial, Johnstown, Colorado, executed by and among the Town, the Developer and the District, and effective on or about February 18, 2022. The tax credit will terminate upon the earlier of the following: (i) December 1, 2051 or (ii) the District’s repayment in full of all of the bonds.

To implement the tax credit procedure, a covenant will be recorded against the property, known as a PIF Covenant, providing that retailers are entitled to the sales tax credit on the condition that the funds, which would otherwise be due to the Town, are paid to a collecting agent, known as the PIF Collecting Agent. The PIF Collecting Agent will then transfer the funds to the bond trustee for payment of the bonds.

To obtain assurance of the Town’s intent and allow the District to issue bonds, the Developer has requested that the Town adopt this Ordinance prior to retail development at the property. The Ordinance, and thus the Credit PIF, will not be effective until March 1, 2023, and will only be effective if the PIF Covenant is recorded against the property by that date.

The Community That Cares

www.TownofJohnstown.com

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

LEGAL ADVICE:

The Town Attorney and Special Counsel prepared Ordinance No. 2022-231.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve Ordinance No. 2022-231

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2022-231, an Ordinance Amending the Town of Johnstown Municipal Code Concerning Town Sales Taxes to Provide a Credit Against Sales Tax if a Certain Public Improvements Fee Has Been Paid in Connection with the Development Known as Ledge Rock Center.

For Denial: I move to deny approval of Ordinance No. 2022-231.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2022-231

AN ORDINANCE AMENDING THE TOWN OF JOHNSTOWN MUNICIPAL CODE CONCERNING TOWN SALES TAXES TO PROVIDE A CREDIT AGAINST SALES TAX IF A CERTAIN PUBLIC IMPROVEMENTS FEE HAS BEEN PAID IN CONNECTION WITH THE DEVELOPMENT KNOWN AS LEDGE ROCK CENTER

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

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

WHEREAS, the Town desires to cooperate in the development of certain property within the Town known as Ledge Rock Center and to cooperate in the funding of certain public improvements related to such development, and thus entered into that certain Development and Reimbursement Agreement for Ledge Rock Center Commercial by and among the Town, Ledge Rock Center, LLC, a Kansas limited liability company (“Developer”), and Ledge Rock Center Commercial Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado, effective on February 18, 2022 as provided therein (“Agreement”); and

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement; and

WHEREAS, the Developer has requested that the Town Council consider this Ordinance prior to recordation of the PIF Covenant, and the Town Council desires to accommodate such request on the condition that the sales tax credit contemplated herein shall not be effective unless and until the PIF Covenant has been recorded against the PIF Property; and

WHEREAS, pursuant to the anticipated PIF Covenant, Ledge Rock Center, LLC intends to impose public improvements fees on certain sales or provisions of tangible personal property or services occurring within the property known as Ledge Rock Center and described within the PIF Covenant as the PIF Property, which public improvements fees shall be used to contribute to the financing of public improvements within the Town; and

WHEREAS, pursuant to the Agreement, the Town desires to provide a tax credit against the obligation to pay, collect or remit a portion of the sales tax to the Town for persons or entities who pay the public improvements fee defined in the Agreement as the Credit PIF; and

WHEREAS, the Town Council finds that an amendment to the Johnstown Municipal Code to implement the aforementioned sales tax credit would be 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:

Section 1. Ratification. All actions heretofore taken by the Town Council and other officers, employees and agents of the Town in connection with the Agreement and the implementation of the provisions thereof, which are not inconsistent with provisions of this Ordinance, are hereby ratified, approved and confirmed.

Section 2. Sales Tax Credit. Article IV of Chapter 4 the Johnstown Municipal Code is hereby amended to add Section 4-60, which shall state as follows:

Sec. 4-60. Sales Tax Credit – Ledge Rock Center.

Notwithstanding any other provision of this Article, and in order to implement the provisions of the Development and Reimbursement Agreement for Ledge Rock Center Commercial, dated as of the Effective Date thereof (as amended or supplemented from time to time, the “Agreement”), by and among the Town of Johnstown, Ledge Rock Center, LLC and the Ledge Rock Center Commercial Metropolitan District, there shall be granted to each person or entity obligated to pay, collect or remit sales tax on the sale of tangible personal property at retail or the furnishing of services, which are subject to Town sales tax occurring within the PIF Property, as defined in the PIF Covenant, and incorporated herein by this reference, a tax credit against collection of the sales tax as hereinafter set forth. Such sales tax credit shall be granted in form of a reduction in the applicable sales tax rate in an amount equivalent to two percent (2%), the rate of the Credit PIF, and shall attach to a particular transaction only to the extent that the Credit PIF Revenues are received by the PIF Collecting Agent for such transaction. The sales tax credit shall be automatic and shall take effect immediately upon the occurrence of a Taxable Transaction within the PIF Property, but shall be subject to the applicable retailer’s remittance to and receipt by the PIF Collecting Agent of the Credit PIF Revenues in accordance with the PIF Covenant and the Agreement. The sales tax credit shall be granted during the Credit PIF Period and shall automatically terminate when the Credit PIF Period terminates. All capitalized terms used in this Section and not otherwise defined herein shall have the meanings set forth in the Agreement.

Section 3. Effect of Sales Tax Credit. The Town Council hereby finds and determines that the creation or termination of the sales tax credit does not constitute a tax increase, the imposition of a new tax or a tax policy change directly causing a net tax revenue gain to the Town, and that nothing herein or in the Agreement creates a multiple fiscal year direct or indirect financial obligation or other indebtedness of the Town. The Town shall have the right to reduce or terminate the sales tax credit at any time in accordance with the terms of the Agreement.

Section 4. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 5. Effective Date. The amendment to Article IV of Chapter 4 the Johnstown Municipal Code to add Section 4-60 shall be effective on March 1, 2023, on the condition that the PIF Covenant has been recorded against the PIF Property. If the condition is not satisfied, this Ordinance shall be void and of no effect.

Section 6. Publication. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, publication and posting shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. 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 _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

NOCO REDI Annual Report

2022

The Northern Colorado Regional Economic Development Initiative (“NoCo REDI”) recognizes that economic benefits in one community benefit all due to the interconnected nature of the regional economy. Working together allows for greater impact in the region – “We are one economy”. The objective of this collaboration is to increase the region’s economic resilience and improve the business ecosystem.

Coordinated Fulfillment

Total Leads

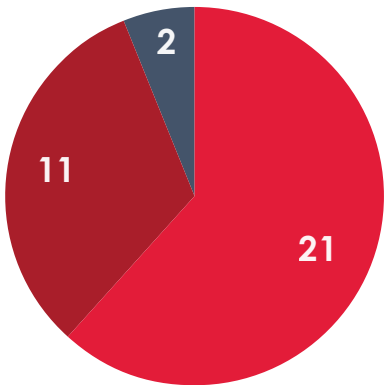
34

34 leads were worked regionally in 2021. Construction and supply chain challenges are creating additional delays in project completion announcements. Projects usually take longer than 12 months to complete/announce, resulting in 6 projects carrying over to 2022.

EPS Group Inc, an engineering, planning, and surveying firm, contacted NoCo REDI network partner, Upstate Colorado Economic Development, who worked with their regional partners to locate the project in Northern Colorado. EPS Group opened their first Colorado location in Loveland in 2021.

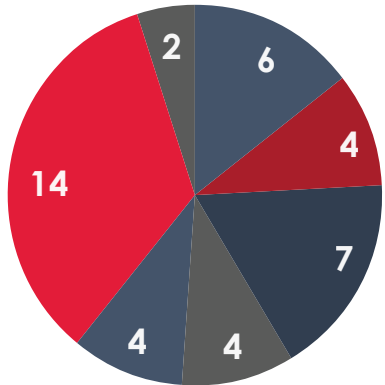
“We narrowed our focus quickly to the Northeastern section of the state, due the collaborative partnership between Larimer and Weld counties.” - EPS Group CEO Kathey Wagner.

Source of Total Prospects



21: State
11: Metro Denver
2: Direct

Total Prospects by Industry



14: Production Tech + Heavy Machinery
7: Food Processing/ Manufacturing
6: Aerospace/Aviation
4: Bioscience + Medical Devices
4: Energy
4: IT+
2: Agriculture

131
Properties Submitted

13K
Jobs Pipeline

\$15B
Capital Expenditure Pipeline

\$75K
Average Wage of Prospects

6
Active Leads Carried into 2022



Communicate a Shared Message

NoCo REDI partners continue to work on creating and updating coordinated regional messaging, data resources, and marketing materials promoting industry in Northern Colorado. In 2021, the website was updated to provide additional resources on growth industries including downloadable one-page info sheets, along with an updated regional demographic profile and refreshed cluster study. The group's first Northern Colorado promotional video, 'Resiliency Through the Pandemic' was released in April of 2021, highlighting how our diverse economic landscape helped companies survive, pivot, and grow through the challenges they faced from the pandemic.

Regional attention was received through strategically placed ads in the 2021 BizWest Northern Colorado Market Facts publication, and national attention was gained as NoCo REDI won a bronze award for regionalism and cross-border collaboration from the International Economic Development Council in October of 2021.

1,406

Website Visitors

3,651

Page Views

**CO
TX
VA**

Top Website
Visitors by State

NoCo REDI

Northern Colorado Regional Economic Development Initiative

JONES MEMORIAL LIBRARY CASH FLOW REPORT - FEB 2022			Y-T-D	2022 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 341,001.77	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ -	\$ 3,500.00		
	Interest	\$ 7.78	\$ 741.31	\$ 5,000.00		
	Misc Income	\$ 46.19	\$ 59.14	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 94,816.12	\$ 379,839.03	\$ 1,140,000.00		
	High Plains Library District	\$ 4,318.53	\$ 4,318.53	\$ 488,959.00		
	Transfer from Reserve Account	\$ -	\$ -	\$ -		
INFLOWS TOTAL		\$ 99,188.62	\$ 384,958.01	\$ -		
TOTAL AVAILABLE FUNDS		\$ 440,190.39		\$ 1,664,959.00		
OUTFLOWS	Advertising	\$ 1,508.00	\$ 3,016.00	\$ 22,000.00		
	Audio/DVD - 8	\$ 261.67	\$ 1,699.43	\$ 15,000.00	56	
	Books - 250	\$ 2,750.60	\$ 4,692.20	\$ 50,000.00	396	
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ 131.74	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ -	\$ 60,000.00		
	Gifts Given	\$ 46.22	\$ 125.13	\$ 2,500.00		
	Insurance, Bldg. Contents	\$ -	\$ -	\$ 5,000.00		
	<i>Investments</i>	\$ 250,000.00	\$ 250,000.00	\$ 192,959.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance	\$ 2,565.56	\$ 8,031.76	\$ 60,000.00		
	Memberships/Licenses	\$ -	\$ -	\$ 2,500.00		
	Milliken Location	\$ -	\$ -	\$ 20,000.00		
	Outreach	\$ -	\$ -	\$ 10,000.00		
	Professional Enrichment	\$ -	\$ -	\$ 5,000.00		
	Programming	\$ 350.46	\$ 2,011.03	\$ 100,000.00		Milliken \$27.63
	Salaries/Compensation	\$ -	\$ -	\$ 500,000.00		
	Health Ins./retirement	\$ -	\$ -	\$ 18,000.00		
	Staff Bonuses/Perks	\$ -	\$ 1,750.10	\$ 12,000.00		
	Workers' Comp	\$ -	\$ -	\$ 3,000.00		
	Subscriptions, Periodicals	\$ 197.97	\$ 200.66	\$ 5,000.00		
	Supplies, Janitorial	\$ -	\$ -	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 624.55	\$ 1,017.20	\$ 12,000.00		
	Telephone	\$ 349.00	\$ 797.89	\$ 10,000.00		
	Utilities	\$ 3,078.51	\$ 5,832.04	\$ 40,000.00		
	Capital Improvement	\$ -	\$ -	\$ 500,000.00		
OUTFLOWS TOTAL		\$ 261,732.54	\$ 279,305.18	\$ 1,664,959.00		
ENDING CHECKING BALANCE		\$ 178,457.85				

Item #22.

JONES MEMORIAL LIBRARY CASH FLOW REPORT - JAN 2022						Notes
BEGINNING PETTY CASH BALANCE	\$	1,207.84				Item #22.
Programming	\$	-				
ENDING PETTY CASH BALANCE	\$	1,207.84				
	COLORADO TRUST INVESTMENT		Y-T-D			
BEGINNING BALANCE	\$	5,183,114.16				
Dividend - 0.0981%	\$	403.71	\$ 727.34			
Contribution	\$	250,000.00				
ENDING BALANCE	\$	5,433,517.87				

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 7:05 pm by Chad Young. Debi Sauer, Jenna Hall, Corina Strickland, Sheryl Ballard, Director Kristi Plumb and Staff Librarian Dylann Leal were also in attendance.

The January 2022 minutes were approved. The financial report for January was reviewed and approved as follows:

January beginning balance	\$ 73,532.36	Petty Cash beginning balance	\$ 1,207.84
Inflow	285,042.05		-0-
Outflow	17,572.64		-0-
Transfers	-0-		-0-
Ending balance	\$ 341,001.77		\$ 1,207.84

CO Trust: \$ 5,183,114.16

Treasurer's Report: Have received tax distribution from Town

Director's Report:

Artist-in-Residence: Sled hockey gear display by Sev Engelbert

Building: Commercial Services spent time repairing and discovering electrical issues-roof snow melting not working, heaters under windows not attached to thermostat. Franssen Pittman and Architect Randall Johnson of Infusion will meet here February 16th to discuss Makerspace and door details. Dylann presented the Makerspace vision-details of other spaces she has toured, specific equipment she has researched and recommends, and suggested a rough layout. She will also be attending the February 16th meeting to share her expertise.

Outreach: Collected 398 pounds of food in January for the Food Pantry! Weld County Health will be conducting Vaccine clinics here on March 3rd. COVID Vaccines will be available from 2-6pm and Flu Vaccines from 2-4pm only. Chautauqua speaker Alexander Hamilton will be here in August-Sheryl will research tent, chair and stage rental. PRE's 'I Love to Read' family event will be February 24th. Buildings will be closed for both Johnstown's BBQ Day (June 4th) and Milliken's Beef 'n Bean Day (August 13th) to enable Staff to 'float' in the parades!

Programming: SRP theme is 'Oceans of Possibilities'! Staff is busy planning a plethora of activities to engage all ages-Squid dissection for Teens, Ann Lincoln Foam Party. Plan to partner with TRPR on some events. PRE's 'I Love to Read' family event will be February 24th. More people are coming into the buildings, much to Kristi's delight-30 attendees at Milliken Storytime, 40 at Johnstown Storytime, and 50 at Messy Art!!

Staffing: Currently have 2 full time Staff-Kristi and Dylann. Debi will explore the full time benefit package with Laura from HR, as the need for more coverage, as well as the expressed interest of possible full time status from other staff.

Passes: Amy continues to reach out to venues and has secured 2 free passes for the year from Denver Science Museum. WOW!

Memberships: Kristi will explore the advantages of having a membership with versus making a donation to the Johnstown and Milliken Historical Societies.

Meeting adjourned at 9:15 pm. Next meeting will be February 15, 2022.

January statistics: Johnstown—door count: 5715	circulation—7414
Milliken—door count: 247	circulation—355

Respectfully submitted, Sheryl Ballard, secretary



COLORADO
Department of Transportation

Item #22.

To: Mr. Troy White
Public Works Director

From: Nina Dickhausen, PE
Project Manager

Date: 04/11/2022

Essential Repair Finding – JSTWN-003

The following bridge is recommended for repairs as recently discovered by the bridge inspection program:

Responsible Party: Town of Johnstown

Facility Carried: County Road 46.5

Feature Intersected: Little Thompson River

ERF Color Code Classification: **YELLOW** (See definition at end of letter)

Structure Description: JSTWN-003 is a single span bridge with corrugated metal deck supported by steel girders on steel abutments.

Findings

During the inspection on 4/4/2022, the inspectors noted a large pothole along the centerline of the deck, which appears to be from damage from construction equipment. This damage created a hole and numerous cracks in the corrugated deck flutes below the pothole. The pothole is 3 foot long x 4 foot wide x full depth of asphalt with a total area of broken up asphalt 5 feet long x 6.5 feet wide approximately 12 feet from the east abutment. On the underside, there is a 2 inch diameter hole punched through the deck at this location (in Bay D) with adjacent cracks along the deck flutes in Bays C through E. When driven over, the deck appears to be cracked longitudinally over Girder E based on the deck's deflection adjacent to the girder.

Recommendations

Due to the unknown extent of cracking over Girder E, and the possibility for the cracks to propagate or larger local failures to occur, it is recommended that the portion of the cracked deck be replaced and the area repaved with asphalt within 90 days.

As an alternative to deck replacement, the Town could monitor the deck quarterly (until the next inspection) to identify if the condition worsens with more extensive cracking and/or holes. Note, if the cracked portion is not replaced, the cracks may propagate, and additional deck area may require replacement. The area of deteriorated asphalt should still be repaired with 90 days if this option is selected. If the Town chooses to monitor the deck's condition, and more significant local failures are observed, the affected deck portion should be replaced or the structure closed, until funds are available to replace. The Essential Repair for this structure has been given a **YELLOW** Priority.

Let us know your Plan of Action

CDOT would like to know your plan of action to repair or mitigate the above conditions. Please respond to this ERL within 14 days with a very brief plan of action that includes what repairs are planned and a general timeframe for when you expect repairs will be made.



COLORADO
Department of Transportation

Item #22.

Please let me know if you have any questions or if I can provide any additional information regarding this inspection.

Thank you for your time,

Nina Dickhausen, PE
Nina.dickhausen@nldeng.com
(512) 808-8251

Inspector Printed Name: Nina Dickhausen

Inspector Signature: *Nina Dickhausen*

Date of Inspection: 04/04/2022

Senior Inspection Engineer Printed Name: Benjamin Kenney

Senior Inspection Engineer Signature: *[Signature]*

Date Reviewed: 4/12/2022

By signing here, I have determined that the above description of Essential Bridge Repairs meets the established criteria set forth by CDOT Staff Bridge and that the repair is essential. Color code prioritization has been determined and notification of the above findings has been sent to the local agencies' public works or road and bridge departments.

Definition, Classification and Prioritization

Definition of Essential Bridge Repairs: Repairs necessary to ensure the safe and continued service of off-system major bridge structures. Examples of essential repair needs include but are not limited to: tension members identified as fracture critical members within the Structure File Data and which are damaged by natural or impact forces, a condition which results in a restriction of the maximum acceptable load carrying capacity of a structure to some value less than 27 Tons on the Type III, 3-axle truck at the Operating Rating level, three adjacent crushed stringers, three broken stringers in one span, two of which are adjacent to one another, stringers with rot at the ends, which may cause the stringer to fall off the timber cap, "mushrooming" for a depth of 2 inches on three adjacent stringers, rot in the top of 80 percent of all stringers in one span, which reduces the effective depth by 25 percent, rot in timber piles that affect the carrying-capacity of the structure, concrete girders with over 30 percent of the primary moment steel severed, loss of section in beam ends and/or spalls in concrete girder supports where girders have less than 80 percent bearing area remaining, steel members with over 30 percent section loss, steel or aluminum culverts including super spans with unusual section displacement and/or gaps at the point of overlap and cracks in bolt lines, scour greater than one foot since the last inspection which has caused vertical or horizontal displacement, scour under a spread footing, which has caused a loss of 15 percent of the bearing area.

When identifying a needed repair as essential, the Bridge Inspection Program Manager will classify the repair based on the appropriate time frame for addressing the problem as follows:

Classification	Legacy Color Code	Target Time Frame for Completion	Priority	Federal NBIS	Initial Notification	E-Mail Notification Time Frame	Follow-up Time Frame
Urgent Priority Repair	Orange	Within 30 days	Urgent		E-Mail Notification	Within 10 working days of finding	14 Calendar days of E-Mail
High Priority Repair	Yellow	Within 90 days	High		E-Mail Notification	Within 10 working days of finding	14 Calendar days of E-Mail
Moderate Priority Repair	Green	Within one year	Moderate		At presentation	As needed (not required)	As needed or At next inspection
Monitor	Blue	Specified in the letter	Monitor		E-Mail Notification	Within 10 working days of finding	As suggested in the notification
Low Priority Repair (maintenance item)	No Color	As funding allows	Low		Included with transfer files to Owner	N/A	At next inspection

CC:

Lynn E. Croswell, P.E., CDOT Bridge & Structure Inspection Engineer
 Natasha Butler, P.E., CDOT Bridge Asset Management Engineer
 Josh Dunbar, CDOT Structure Inspections Project Manager
 Andrew Brown, CDOT Bridge Inspections Project Manager
 Spencer Tucker, P.E., FHWA Division Bridge Engineer



Full Depth Pothole and Broken-up Asphalt on Deck



Hole and Cracking in Deck Flutes in Bay D



Cracking Across Deck Flute Adjacent to Hole above Girder D