



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, December 13, 2021 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the 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.

- [1.](#) Minutes - November 15, 2021
- [2.](#) List of Bills - December 2021
- [3.](#) November 2021 Financial Statements
- [4.](#) Second Reading - Ordinance Number 2021-216 Authorizing the Sale of Real Property and the Improvements Thereon, located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado, known by street address as 16 North Parish Avenue to Grows, LLC
- [5.](#) Second Reading - Ordinance No. 2021-217 Approving P.U.D. Outline Development Plan for Encore Johnstown, Consisting of Approximately 310.66 Acres
- [6.](#) Resolution 2021-48 Approving the Encore (P.U.D.) Design Guidelines
- [7.](#) Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

PUBLIC HEARING

- [9.](#) First Reading - Ordinance 2021-218 An Ordinance Submitting to the Registered Electors of the Town of Johnstown at the General Municipal Election to be held on April 5, 2022, a Charter Amendment to

Require that the Proponents of Initiative and Referendum Petitions be Represented by Three Registered Electors of the Town of Johnstown.

- [10.](#) Oxy Land Preliminary /Final Subdivision Plat
- [11.](#) Welty Ridge Subdivision Filing No. 1 - Preliminary/Final Subdivision
- [12.](#) Resolution 2021-51 Approving the Preliminary/Final Plat and Development Plan for Johnstown Village Filing No. 3
- [13.](#) Public Hearing - First Reading Ordinance 2021-219 Approving The Loan Agreement Between The Town Of Johnstown And The Housing Authority Of The Town Of Johnstown

NEW BUSINESS

- [14.](#) Resolution 2021-46 Adopting and Appropriating the 2022 Budget
- [15.](#) Resolution No. 2021-47, A Resolution Levying General Property Taxes for the Year 2021, to Help Defray the Cost of Government for the Town of Johnstown, Colorado for the 2022 Budget Year.
- [16.](#) Central Sewer Expansion – Phase 2
- [17.](#) Subdivision Development and Improvement Agreement for Welty Ridge Subdivision Filing No. 1, Platte Land & Water, LLC
- [18.](#) Water and Sewer Service Agreement for Johnstown Village Filing No. 3
- [19.](#) Subdivision Development and Improvement Agreement for Johnstown Village Filing No. 3
- [20.](#) Award Construction Administration Services for the Low Point Wastewater Treatment Plant Expansion
- [21.](#) Award An Agreement For The Turnkey Installation Of A Photovoltaic Energy System to Photon Brothers, Inc

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

- 22. An executive session to discuss matters subject to negotiations and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) regarding an economic development project.
- 23. An executive session to receive legal advice from the Town Attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding railroad crossing license agreement.
- [24.](#) Master Crossing Agreement Between The Town Of Johnstown And Great Western Railway Of Colorado

INFORMATIONAL ITEMS

- [25.](#) Informational Items

ADJOURN

The Community That Cares

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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

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, November 15, 2021 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 Jr.
Councilmember Bill Stevens
Councilmember Amy Tallent
Councilmember Chad Young

ABSENT

Councilmember Berg

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Mitzi McCoy, Finance Director, Ellen Hilbig, Utilities Director, Justin Currie, Town Planner, Brian Phillips, Chief of Police

AGENDA APPROVAL

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

CONSENT AGENDA

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

- Minutes - November 1, 2021
- October 2021 Financial Statements
- List of Bills - November 2021
- Second Reading Ordinance 2021-213 - Approving Rezoning of the property known as Riverbend Estates, consisting of approximately 171.414 acres, to Planned Unit Development - Residential (PUD-R)
- Second Reading of Ordinance 2021-214 Approving the P.U.D. Outline Development Plan for Riverbend Estates, consisting of approximately 171.414 acres, with Conditions
- Second Reading - Ordinance No. 2021-215 An Ordinance Repealing and Readopting Article IV of Chapter 7 of the Johnstown Municipal Code Concerning Waste Collection
- First Amendment to Franchise Agreement Town of Johnstown, Colorado and TDS Broadband Service, LLC
- Resolution 2021-43, Certifying Liens to Larimer and Weld Counties

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November 15, 2021

TOWN MANAGER REPORT

It was noted in the report that the December 6, Council meeting is cancelled and the Regular Town Council meeting will be December 13, 2021.

PUBLIC HEARING

1. Public Hearing - First Reading of Ordinance 2021-216, Authorizing the Sale of Real Property and the Improvements Thereon, Located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado, Known by Street Address as 16 North Parish Avenue, to Grows, LLC – Councilmember Tallent recused herself from the meeting. Mayor Lebsack opened the public hearing at 7:13 p.m. and heard from staff. An RFP was issued for the purchase and sale of the property at 16 N. Parish, which is owned by the Town. The Town received two bids, and instructed the Town Manager to begin discussion for a Purchase and Sale Agreement with Grant and Robyn Schaneman. Ordinance 2021-216 authorizes the sale of the property. Having no public comment, the hearing closed at 7:19 p.m. Motion made by Councilmember Mellon, seconded by Councilmember Young to approve Ordinance 2021-216 Authorizing the Sale of Real Property and Improvements located at Lot 2 of Replat of Block 2 at the address known as 16 North Parish Avenue to Grows, LLC and also authorize the Town Manager to sign the Purchase and Sale Agreement. Motion carried with a unanimous vote.
2. Ordinance 2021-217 Approving P.U.D. Outline Development Plan for Encore – Mayor Lebsack opened the public hearing at 7:21 p.m. and heard from staff. The applicant CaliberCos, Inc. is requesting approval of the amended Encore Outline Development Plan and Design Guidelines for approximately 310 acres. The ODP amendment primarily updates the existing land use and traffic pattern, as well as revisits the design guidelines to reflect current development trends and opportunities within the Town and for the property. Representatives of the applicant were present to answer questions. Having no public comment, the hearing was closed at 7:37 p.m. Based upon findings and analysis presented at the hearing a motion was made by Councilmember Mellon, seconded by Councilmember Tallent to approve Ordinance 2021-217 Approving the PUD Outline Development Plan for Encore Johnstown on first reading. Motion carried with a unanimous vote.
3. Resolution 2021-44 Approving the Final Subdivision Plat for Whitehall Subdivision Filing No. 1- Mayor Lebsack opened the public hearing at 7:39 p.m. and heard from staff. The applicant, Sauer Whitehall, LLC and Sauer Phantom 5, LLC is requesting final subdivision approval of approximately 240 acres. The proposed subdivision plat includes Lot 1, a 63-acre lot intended to be transferred to the Weld RE5-J School District for the new Roosevelt High School. Having no public comment, the public hearing closed at 7:49 p.m. Based on findings and analysis presented at the hearing a motion was made by Councilmember Young, seconded by Councilmember Molinar, Jr. to approve Resolution 2021-44, Approving Whitehall Subdivision Final Plat with conditions as stated within the resolution. Motion carried with a unanimous vote.
4. Resolution 2021-45 Approving the Preliminary Plat and Preliminary Development Plan for Johnstown Village Filing 2 - Mayor Lebsack opened the public hearing at 7:50 p.m. and heard from staff. The applicant Prosper Land and Development is requesting consideration of a Preliminary Subdivision Plat and Preliminary Development Plan for Johnstown Village Filing No. 2 to be known as Pintail Commons encompassing 13.821 acres. The proposed project will be single-family attached homes. Representatives of the applicant were present to answer questions. Having no public comment, the public hearing closed at 8:02 p.m. Based on findings and analysis presented at the hearing a motion was made by Councilmember Mellon, seconded by Councilmember Molinar Jr. to approve Resolution 2021-45 Approving Johnstown Village, Filing 2 Preliminary Subdivision Plat and Preliminary

Page 2
November 15, 2021

Development Plan with conditions as stated within the resolution. Motion carried with a unanimous vote.

5. Second Public Hearing 2022 Budget – Mayor Lebsack opened the public hearing at 8:03 p.m. and having no public comment closed the hearing at 8:05 p.m.

NEW BUSINESS

1. Low Point Wastewater Treatment Plant Expansion Award – This is a request to award the construction of the Low Point Wastewater Treatment Plant Expansion project to Moltz Construction, Inc. for a Guaranteed Maximum Price of \$23,336,546.00 which also includes a 6.5% construction management fee and 7% contingency for unforeseen costs. Motion made by Councilmember Young, seconded by Councilmember Stevens to award the construction for the Low Point Wastewater Treatment Plant Expansion to Moltz Construction, Inc. for a Guaranteed Maximum Price of \$23,336,546. Motion carried with a unanimous vote.

ADJOURN

The meeting adjourned at 8:26 p.m.

Mayor

Town Clerk

Town of Johnstown
List of Bills - November 5, 2021 - December 5, 2021

Item #2.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Reimbursement - Development	ADM	83,727.45
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & E Tire Inc	Vehicle maintenance	PD	527.00
Ace Hardware	Supplies	PW/PD	642.31
Adamson Police Products	Uniforms	PD	258.80
All Copy Products, Inc	Quarterly service	ADM/PD	496.07
Alternative Investments, LLC	Deposit refund - Darlington Lane	ADM	120,105.74
Aqua Backflow, Inc.	Mailings	PW	310.00
Aqua Engineering	Engineering services	PW	42,850.71
Arapahoe Rental	Supplies	PW	44.99
Arvada Excavating	Hydrant meter deposit refund	PW	1,500.00
Asphalt Specialties Co., Inc.	Hydrant meter deposit refund	PW	1,500.00
Avalis Wayfinding Solutions, Inc	Supplies	ADM	344.83
Binder Family Farms	Easement	ADM	600.00
Black Sheep Coffee & Crepes	Johnstown Cash	ADM	120.00
Bludot Technologies Inc.	Economic Development CRM	ADM	195.00
Browns Hill Engineering & Controls	SCADA	PW	13,642.94
B's Coffee	Johnstown Cash	ADM	20.00
Burns & McDonnell Engineering Co Inc.	Engineering services	PW	989.77
Canyon Systems, Inc.	Lift station repairs	PW	2,757.61
Card Services	Supplies/training	ALL	5,031.01
Caselle, Inc	Software support	ALL	1,796.00
Cassidy's Sports Grill	Johnstown Cash	ADM	60.00
Cate Brothers Inc.	Hydrant meter deposit refund	PW	1,500.00
CDPHE, Water Quality Control Division	CDPHE review	PW	11,961.00
CDR Propane Services, LLC	Propane	PW/PD	2,278.50
Cedar Supply	Fence materials	PW	7,511.79
Central Weld County Water District	Interconnects	PW	1,576.00
CenturyLink	Telephone	PW	133.46
Christina Adair	Supplies reimbursement	PD	147.41
Cinco Brothers Barbershop	Johnstown Cash	ADM	20.00
Cintas	Mat service	ALL	352.65
Cirsa	Deductible	ADM	1,000.00
City of Fort Collins	Geosmin testing	PW	9,360.00
CMS Mechanical Services	Maintenance & boiler replacement	PW	43,058.40
Colorado Analytical Labs	Lab testing	PW	464.00
Colorado Greenbelt Management	Grounds	PW	1,375.00
Colorado Municipal League	Membership dues	ADM	2,690.00
Community Center Refunds	Community Center refunds	ADM	285.00
Connell Resources, Inc.	Central Phase 1 and patching	PW	2,119,209.83
Consolidated Hillsborough Ditch Co	Central Phase 2 and legal	PW	13,813.70
Core & Main	Fire hydrant repairs	PW	527.20
Coren Printing, Inc	Supplies	PD	157.00
Crash Champions - Loveland	Vehicle repair	PD	5,488.53
Dana Kepner Co.	Parts	PW	10,096.09
DeFALCO Construction Co	CDOT Waterline Loop	PW	35,592.06
Defense Investigations LLC	Lab supply	PD	-30.00
Denali Water Solutions LLC	Sludge removal	PW	1,192.64

Town of Johnstown
List of Bills - November 5, 2021 - December 5, 2021

Item #2.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Dietze and Davis P.C.	Billback - Professional services	ADM	115.50
DPC Industries Inc	Chemicals	PW	16,725.30
E-470 Public Highway Authority	Tolls	PD	6.70
Entenmann-Rovin Co.	Supplies	PD	288.00
Firestone Complete Auto Care	Vehicle maintenance	PD	2,346.90
First Class Security Systems	Fire system monitoring	PW	128.80
First National Bank	Custodial services	ADM	1,351.47
Frontier Business Products	Supplies	PW	51.00
Frontier Fertilizer & Chemical	Landscaping	PW	33.30
Gerrard Family Limited Partnership	Reimbursement - Development	ADM	842.82
Golden Openings, Inc	Tree lighting supplies	ADM	1,775.99
Gould Evans Inc	Land use code rewrite	ADM	12,605.11
Grainger, Inc.	Supplies	PW	500.80
Green Valley Turf Co	Sod	PW	178.08
Hach Company	Lab supplies	PW	1,109.00
Hays Market	Johnstown Cash	ADM	220.00
Hays Market Inc	Supplies	ADM/PW	90.54
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	8,349.73
Hill & Robbins, PC	Billback - Legal services	ADM	906.01
Hiroshi Teriyaki Grill, Inc.	Johnstown Cash	ADM	60.00
Honstein Facility Service	Building maint	PW	2,550.00
IMEG Corp	Professional services	PW	85,699.46
IMEG Corp	Billback -Engineering services	ADM	116,766.13
Infosend, Inc.	Utility bill printing and newsletter	ADM	3,361.76
Interstate Battery of the Rockies	Supplies	PW	271.90
J&D Creations	Uniforms	PW	467.28
J&S Contractors Supply Co.	Supplies	PW	1,053.43
J-2 Contracting Co.	Valve replacement	PW	3,875.00
Johnstown Breeze	Billback - Publications	ADM	1,082.16
Johnstown Housing Authority	Environmental projects	ADM	5,023.00
Johnstown Lunch Box, LLC	Johnstown Cash	ADM	20.00
J-Town Nutrition	Johnstown Cash	ADM	40.00
Kelly Supply Co	Pipe and supplies	PW	935.02
Kinsco, LLC	Uniforms	PW	87.38
Larimer County Sales Tax Administrator	Use Tax - reimbursement	ADM	10,023.14
Larimer Humane Society	Contract billing	PD	470.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	15,695.00
Lazar, Michael	Municipal Court Judge	ADM	2,400.00
Lazy Dog Johnstown, LLC	Johnstown Cash	ADM	140.00
Lift Coffee Bar	Johnstown Cash	ADM	100.00
Little Thompson Water District	Water interconnects	PW	2,936.73
Loveland Ready-Mix Concrete	Road surfacing	PW	483.45
Mac Equipment, Inc	Equipment	PW	1,782.04
Mares Auto Inc.	Vehicle repairs	PW	60.00
Mark Grounds	Training	PD	93.22
Mike Shaw Chrysler Jeep Dodge Ram	Vehicle repairs	PD	3,547.13
Milliken Johnstown Electric	Equipment repair	PW	2,377.92
Mission Communications, LLC	Professional service	PW	1,042.20

Town of Johnstown
List of Bills - November 5, 2021 - December 5, 2021

Item #2.

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Mountain States Pipe & Supply	Water meters	PW	27,001.15
Mountain West Landscape	Weed control	PW	320.00
Mr. Donuts	Johnstown Cash	ADM	20.00
Municode	Code update	ADM	1,174.45
Nalco Company LLC	Chemicals	PW	34,380.80
Napa Auto Parts, Inc	Vehicle supplies	PW/PD	2,572.81
Northern Engineering	Billback - Professional services	ADM	3,759.90
Northern Safety Co Inc	Safety supplies	PW	508.47
Office Depot Business Credit	Office supplies	ALL	97.63
Otak	Little Thompson Trail	PW	1,204.95
Peak View Enterprises, LLC	Broadband study	ADM	5,000.00
Poudre Valley REA	Utilities	ALL	8,939.43
Prairie Mountain Media	Publications	ADM	54.56
ProCode Inc.	Inspection services	ADM	15,000.00
ProForce Law Enforcement	Supplies	PD	616.00
Purchase Power	Postage meter	ADM/ PD	769.31
Ramey Environmental Compliance Inc.	Professional services	PW	17,213.28
Redi Services, LLC	Port-a-lets	PW	1,645.00
Rental Equipment Center - Fort Collins	Equipment rental	PW	526.38
Rhinehart Oil Co., Inc.	Fuel	PW/PD	10,806.63
Rock Soft Chenille & Embroider	Uniforms	PW	272.00
Santiago's Mexican Restaurant	Johnstown Cash	ADM	60.00
TDS	Telephone	ALL	1,838.39
Terracon Consultants, Inc.	Professional services	ADM	5,780.00
The Home Depot/GECE	Supplies	PW	147.80
The Trainer's Edge, Ltd	Training	PD	375.00
Thompson Ranch Development	Reimbursement - Development	ADM	33,080.77
TimberLAN	IT support	ADM	2,816.25
T-Mobile	Telepone services	PD	32.91
Trinity SCS, Inc.	Supplies	PW	741.96
United Power, Inc	Utilities	ALL	791.90
United States Plastic Corp	Supplies	PW	145.55
USA Bluebook	Supplies	PW	1,921.73
Utility Notification Center of Colorado	Locates	PW	942.48
Utility Refunds	Utility refunds	ADM	3,181.90
Verizon Wireless	Cell phones	PW/PD	3,250.82
VFW 2585	Veterans Memorial	ADM	17,800.00
Waste Connections of Colorado Inc.	Trash services	PW	68,446.44
Wel Consulting, Inc.	Impact fee study	ADM	28,000.00
Weld County Dept of Public Health	Lab services	PW	649.50
Weld County Sheriff	Jail fees	PD	59.42
Western Fire Extinguisher	Professional services	PW	641.85
Wickham Tractor Co.	Supplies	PW	102.21
Windstream	Telephone/internet	ALL	1,124.20
WR Investment, LLC	Reimbursement - Development	ADM	13,800.00
Xcel Energy	Utilities	ALL	54,285.60
Yost Cleaning	Monthly cleaning service	ADM	2,804.00
	Total:		3,233,572.07

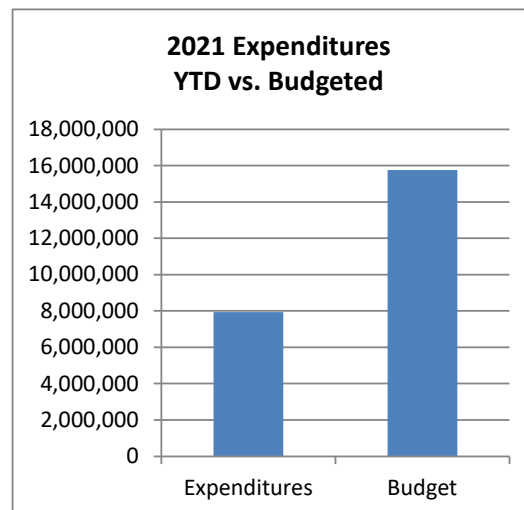
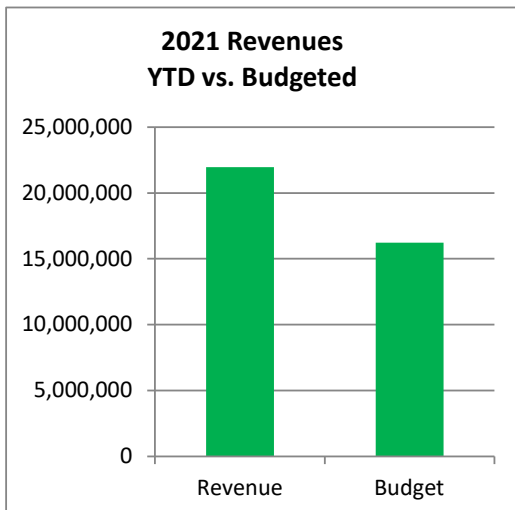
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending November 30, 2021
Unaudited

Item #3.

General Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Fund Balance	53,447,470	53,447,470	
Revenues:			
Taxes & Fees	18,887,411	14,917,027	126.6%
Licenses & Permits	1,839,286	899,350	204.5%
Fines & Forfeitures	251,525	122,000	206.2%
Intergovernmental	86,495	40,000	216.2%
Earnings on Investment	90,170	112,000	80.5%
Miscellaneous Revenue	798,916	121,500	657.5%
Transfers In	-	-	
Total Operating Revenues	21,953,803	16,211,877	135.4%
Expenditures:			
Legislative	1,086,072	1,675,200	64.8%
Town Manager	595,872	968,280	61.5%
Town Clerk	327,681	413,885	79.2%
Finance	144,524	265,230	54.5%
Planning	805,413	641,740	125.5%
Building Inspections	208,170	259,350	80.3%
Police	2,940,042	3,765,193	78.1%
Public Works	181,346	214,375	84.6%
Buildings	224,342	312,300	71.8%
Transfers Out	1,425,335	7,242,457	19.7%
Total Expenditures	7,938,797	15,758,010	50.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	14,015,007	453,867	
Prior Period Adjustment			
Ending Fund Balance*	67,462,477	53,901,337	

* - Unaudited

92% of the fiscal year has elapsed



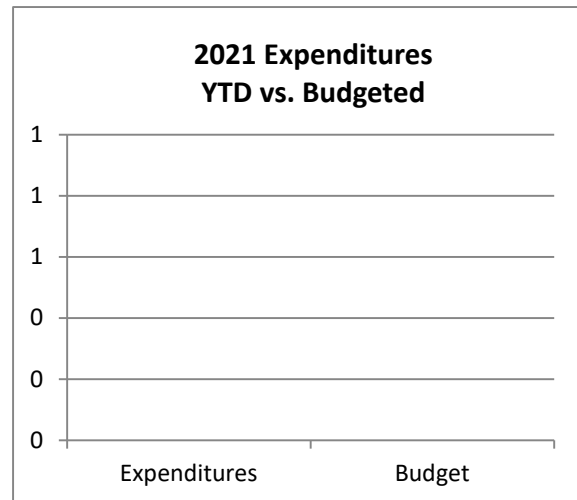
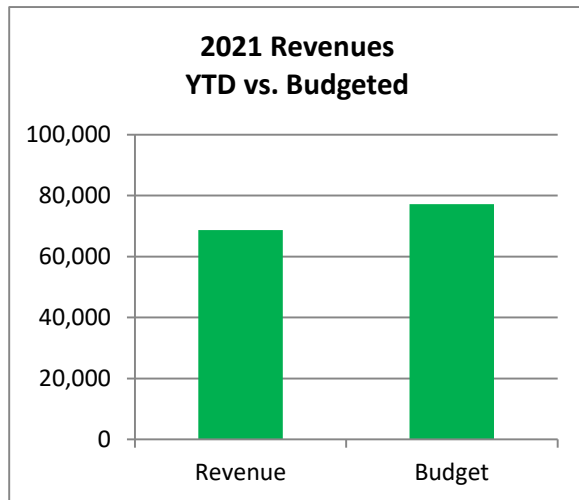
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Conservation Trust Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Fund Balance	8,159	8,159	
<u>Revenues:</u>			
Intergovernmental	68,682	77,100	89.1%
Earnings on Investment	41	100	41.0%
Total Operating Revenues	68,723	77,200	89.0%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	68,723	77,200	
Ending Fund Balance*	76,882	85,359	

* - Unaudited

92% of the fiscal year has elapsed



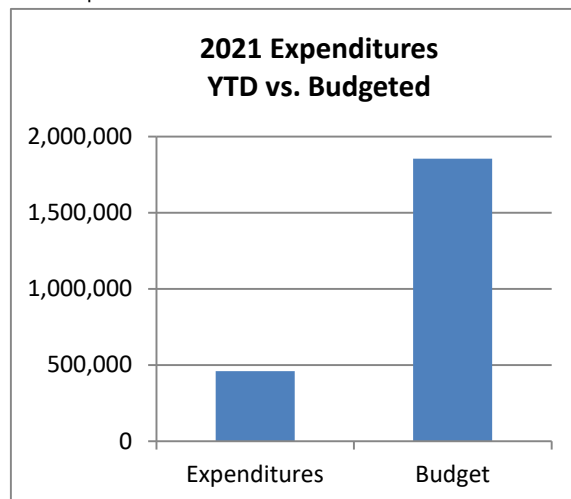
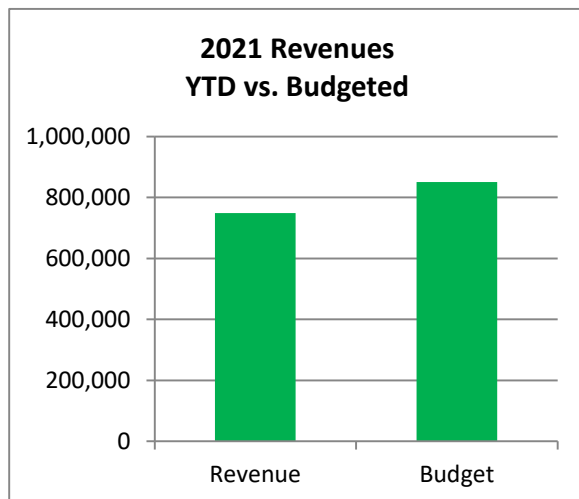
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending November 30, 2021
Unaudited

Item #3.

	2021 Actuals November	2021 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	7,286,213	7,286,213	
<u>Revenues:</u>			
Taxes & Fees	612,911	401,910	152.5%
Miscellaneous Revenue	73,928	207,000	35.7%
Transfers In	60,000	220,000	27.3%
Total Operating Revenues	748,996	850,910	88.0%
<u>Expenditures:</u>			
Operations	345,348	614,410	56.2%
Capital Outlay	115,001	1,240,000	9.3%
Transfers Out	-	-	
Total Expenditures	460,349	1,854,410	24.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	288,647	(1,003,500)	
Ending Fund Balance*	7,574,860	6,282,713	

* - Unaudited

92% of the fiscal year has elapsed



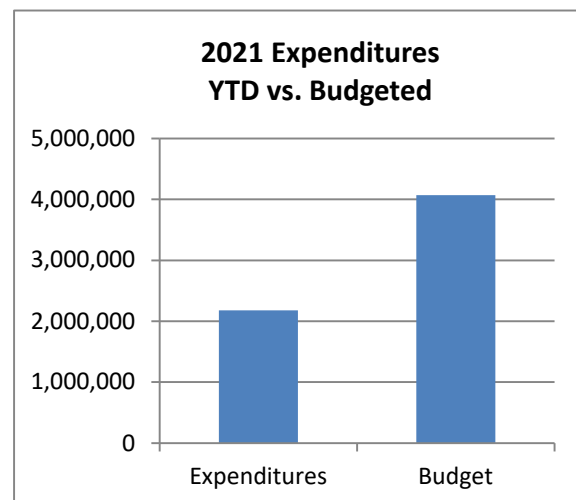
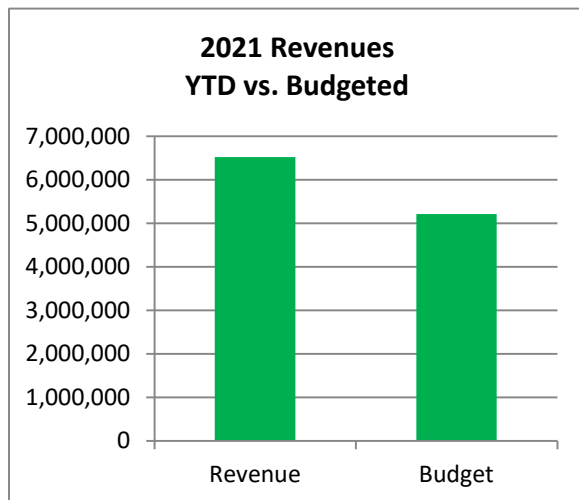
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Street and Alley Fund	2021 Actuals November	2021 Adopted Budget	%
			Complete
Beginning Fund Balance	9,867,537	9,867,537	
<u>Revenues:</u>			
Taxes & Fees	4,344,164	2,838,400	153.0%
Intergovernmental	224,644	1,207,666	18.6%
Charges for Services	619,758	715,477	86.6%
Capital Investment Fees	1,247,982	420,550	296.8%
Earnings on Investment	3,088	28,000	11.0%
Miscellaneous Revenues	78,586	-	0.0%
Total Operating Revenues	<u>6,518,223</u>	<u>5,210,093</u>	125.1%
<u>Expenditures:</u>			
Operations & Maintenance	2,087,497	3,049,400	68.5%
Capital	89,481	1,019,000	8.8%
Total Expenditures	<u>2,176,978</u>	<u>4,068,400</u>	53.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>4,341,245</u>	<u>1,141,693</u>	
Ending Fund Balance*	<u><u>14,208,782</u></u>	<u><u>11,009,230</u></u>	

* - Unaudited

92% of the fiscal year has elapsed



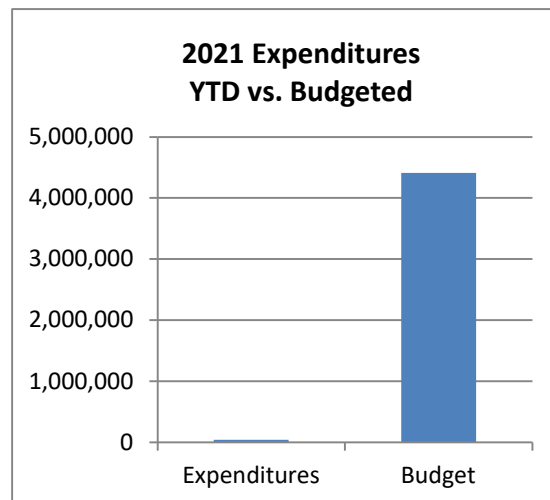
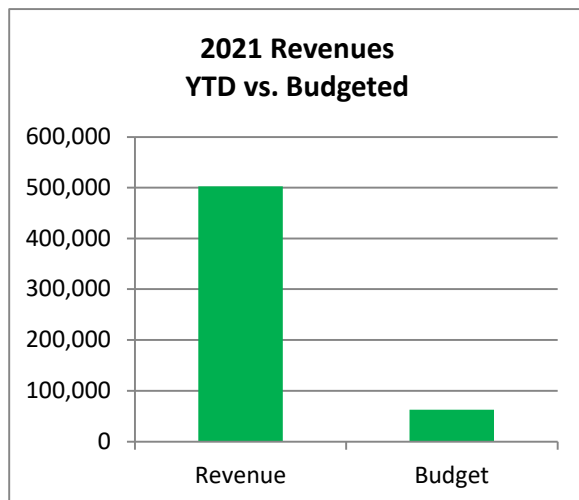
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending November 30, 2021
Unaudited

Item #3.

	2021 Actuals November	2021 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	13,928,958	13,928,958	
<u>Revenues:</u>			
Taxes and Fees	498,649	111,940	445.5%
Miscellaneous Revenue	-	-	
Interest	4,136	36,000	11.5%
Transfers In	-	(85,100)	
Total Operating Revenues	502,785	62,840	800.1%
<u>Expenditures:</u>			
Capital Outlay	42,211	4,410,200	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	42,211	4,410,200	1.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	460,574	(4,347,360)	
Ending Fund Balance*	14,389,532	9,581,598	

* - Unaudited

92% of the fiscal year has elapsed



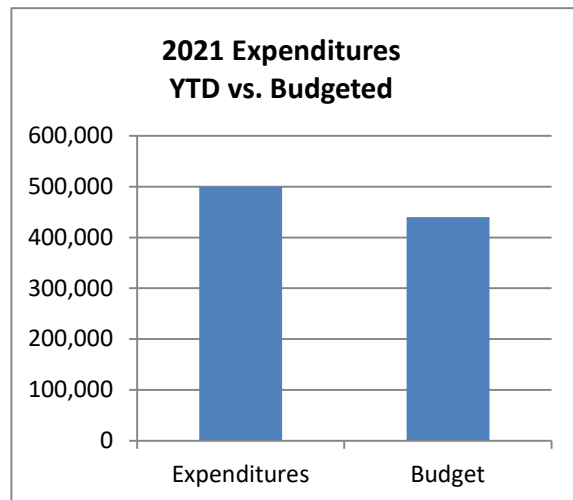
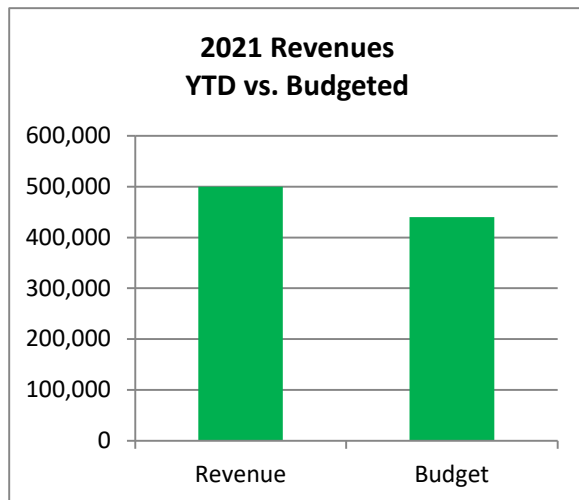
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Tax Allocation Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Fund Balance	95,951	95,951	
<u>Revenues:</u>			
Taxes & Fees	500,134	439,900	113.7%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	500,134	440,000	113.7%
<u>Expenditures:</u>			
Miscellaneous	500,134	440,000	113.7%
Total Expenditures	500,134	440,000	113.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	95,951	95,951	

* - Unaudited

92% of the fiscal year has elapsed



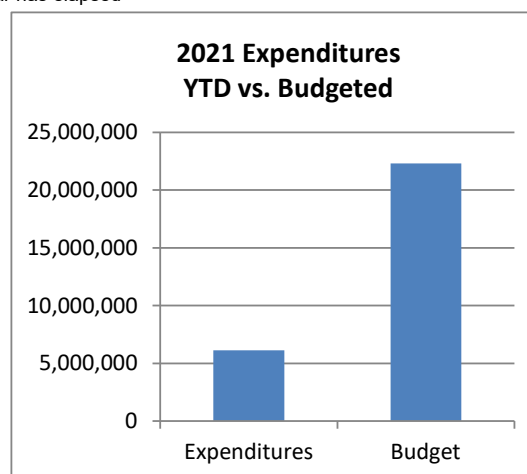
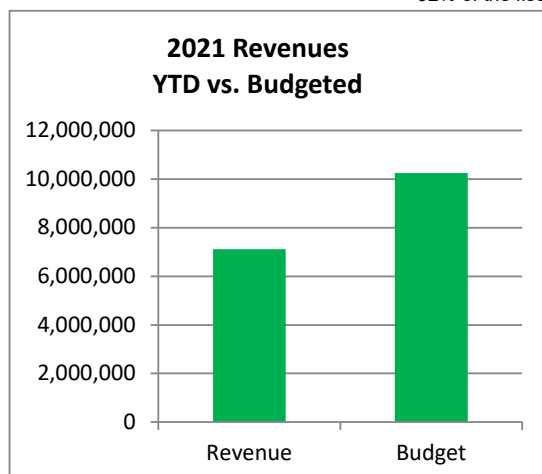
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Water Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Cash Balance	21,003,127	21,003,127	
<u>Revenues:</u>			
Charges for Services	4,053,683	2,902,500	139.7%
Total Operating Revenues	4,053,683	2,902,500	139.7%
<u>Expenses:</u>			
Administration	195,673	685,300	28.6%
Operations	2,066,831	1,979,973	104.4%
Capital Outlay	3,542,219	19,235,000	18.4%
Depreciation	326,729	410,000	79.7%
Transfers Out	-	-	
Total Operating Expenses	6,131,451	22,310,273	27.5%
Operating Income (Loss)	(2,077,768)	(19,407,773)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	1,485,708	965,550	153.9%
Capital Investment Fees	1,273,963	816,294	156.1%
Misc. Revenues	294,494	5,466,500	5.4%
Interest Expense	6,109	95,000	6.4%
Total Non-Operating Revenues (Expenses)	3,060,273	7,343,344	41.7%
Excess (Deficiency) of Revenues and Other Sources over Expenses	982,505	(12,064,429)	
Ending Cash Balance*	21,985,632	8,938,698	

* - Unaudited

92% of the fiscal year has elapsed



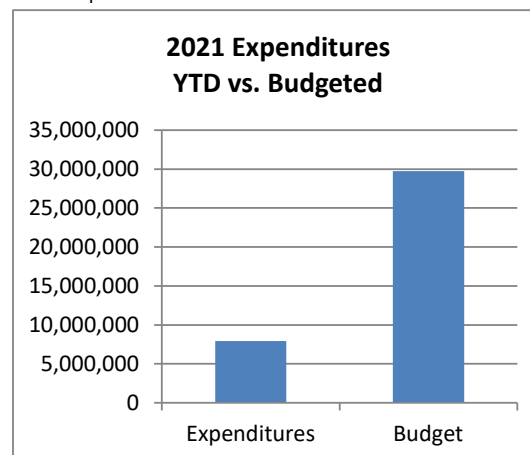
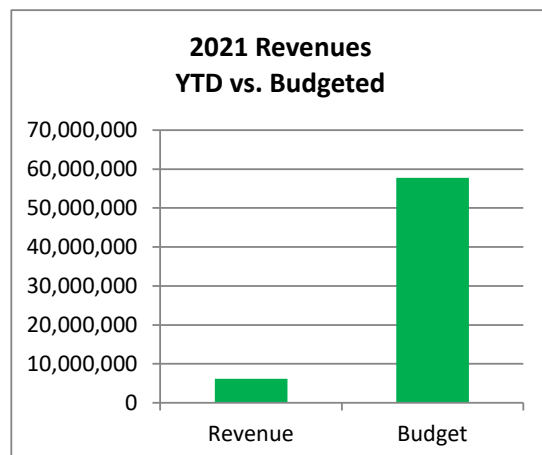
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Sewer Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Cash Balance	9,416,795	9,416,795	
<u>Revenues:</u>			
Charges for Services	2,163,039	2,123,500	101.9%
Total Operating Revenues	2,163,039	2,123,500	101.9%
<u>Expenses:</u>			
Administration	184,039	307,200	59.9%
Operations	1,386,148	1,814,153	76.4%
Capital Outlay	5,599,743	25,386,600	22.1%
Depreciation	206,671	235,000	87.9%
Debt Service	547,628	1,998,069	27.4%
Total Operating Expenses	7,924,229	29,741,022	26.6%
Operating Income (Loss)	(5,761,190)	(27,617,522)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	2,038,210	1,192,000	171.0%
Misc. Revenues	1,937,878	2,000	96893.9%
Interest Expense	6,874	7,200	95.5%
Debt Proceeds	-	54,450,000	0.0%
Total Non-Operating Revenues (Expenses)	3,982,962	55,651,200	7.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(1,778,228)	28,033,678	
Ending Cash Balance*	7,638,567	37,450,473	

* - Unaudited

92% of the fiscal year has elapsed



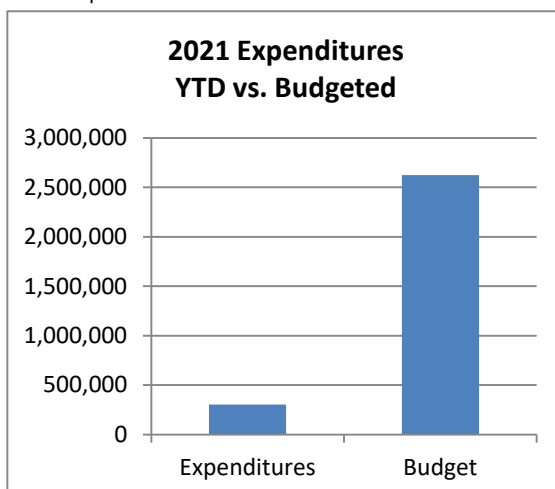
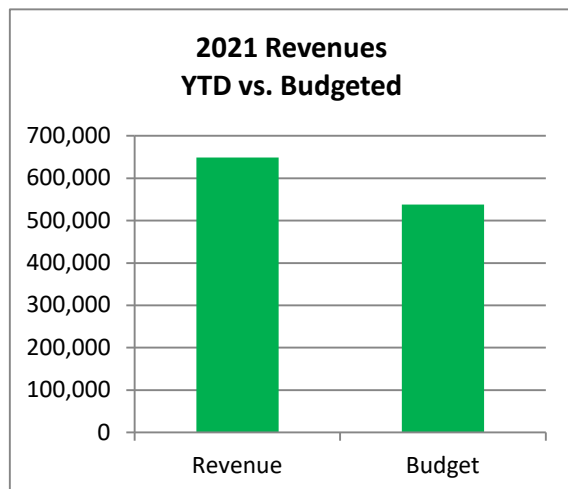
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Drainage Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Cash Balance	3,459,518	3,459,518	
<u>Revenues:</u>			
Charges for Services	381,437	457,200	83.4%
Total Operating Revenues	381,437	457,200	83.4%
<u>Expenses:</u>			
Administration	125,669	144,250	87.1%
Operations	122,437	309,930	39.5%
Capital Improvements	55,016	2,168,750	2.5%
Transfer Out	-	-	
Total Operating Expenses	303,122	2,622,930	11.6%
Operating Income (Loss)	78,314	(2,165,730)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	266,402	75,000	355.2%
Misc. Revenues	-	-	
Interest Expense	892	5,400	16.5%
Total Non-Operating Revenues (Expenses)	267,295	80,400	332.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	345,609	(2,085,330)	
Ending Cash Balance*	3,805,127	1,374,188	

* - Unaudited

92% of the fiscal year has elapsed



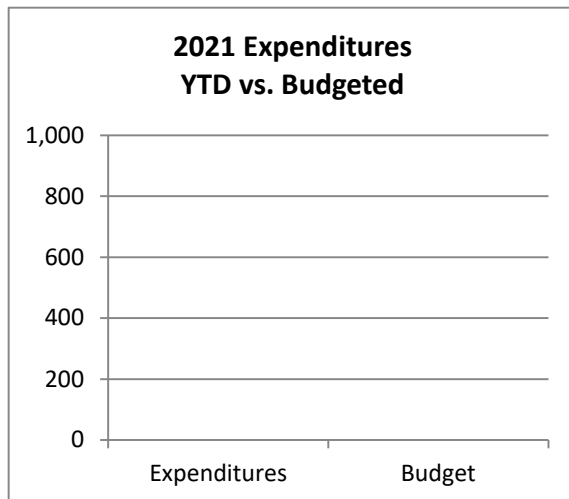
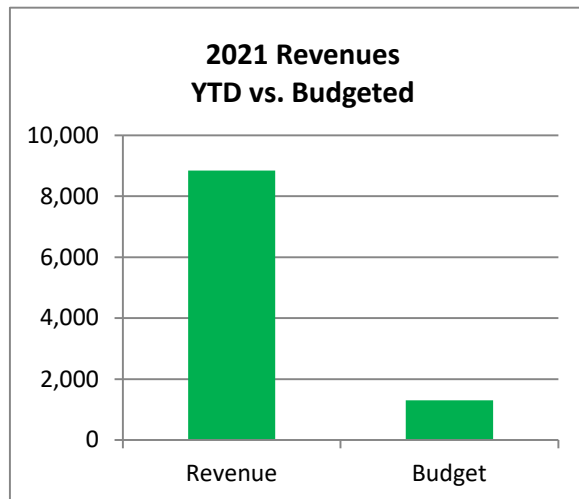
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Cemetery Perpetual Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Fund Balance	144,554	144,554	
<u>Revenues:</u>			
Miscellaneous Revenue	8,795	900	977.2%
Earnings on Investment	52	400	12.9%
Total Operating Revenues	8,846	1,300	680.5%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	8,846	1,300	
Ending Fund Balance*	153,400	145,854	

* - Unaudited

92% of the fiscal year has elapsed



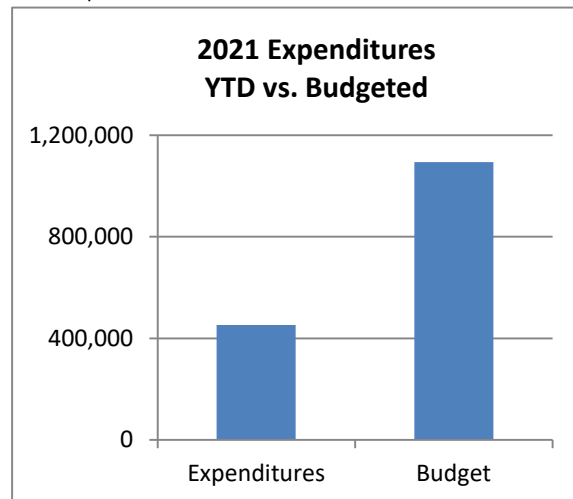
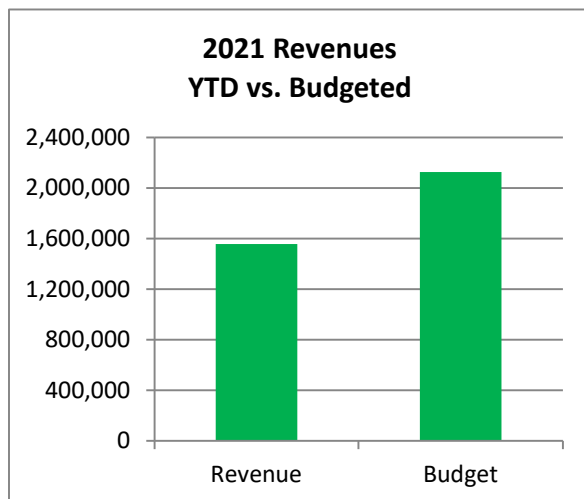
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Library Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Fund Balance	5,315,977	5,315,977	
<u>Revenues:</u>			
Intergovernmental	550,267	703,095	78.3%
Miscellaneous Revenue	2,565	11,000	23.3%
Capital Investment Fees	216,972	215,000	100.9%
Interest	1,968	60,000	3.3%
<i>Transfers In</i>	<u>784,397</u>	<u>1,137,657</u>	68.9%
Total Operating Revenues	<u>1,556,170</u>	<u>2,126,752</u>	73.2%
<u>Expenditures:</u>			
Operations	417,315	1,094,500	38.1%
Capital Outlay	<u>35,313</u>	<u>-</u>	0.0%
Total Expenditures	<u>452,628</u>	<u>1,094,500</u>	41.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>1,103,542</u>	<u>1,032,252</u>	
Ending Fund Balance*	<u>6,419,518</u>	<u>6,348,229</u>	

* - Unaudited

92% of the fiscal year has elapsed



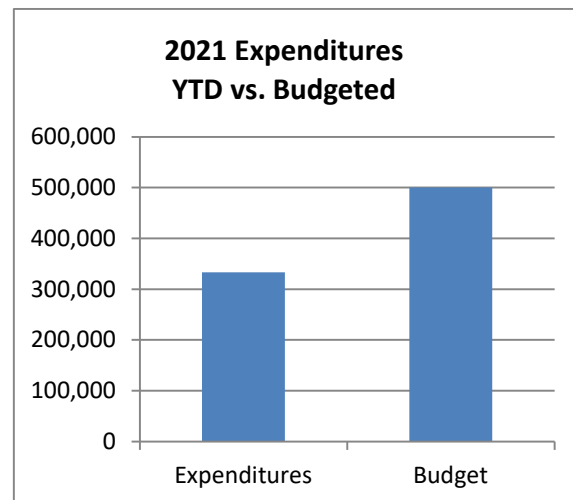
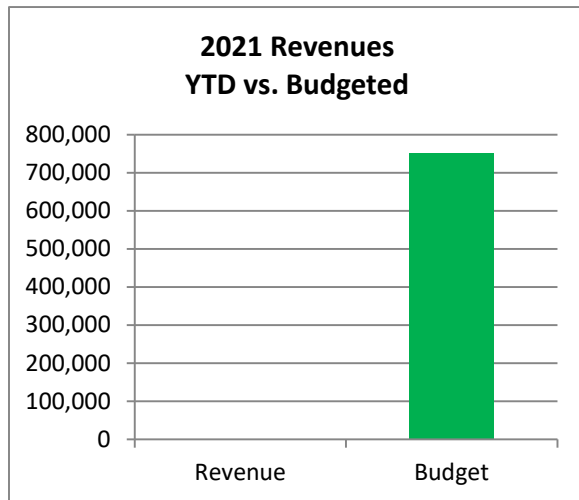
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending November 30, 2021
Unaudited

Item #3.

Recreation Center Fund	2021 Actuals November	2021 Adopted Budget	% Complete
Beginning Fund Balance	1,422,738	1,422,738	
<u>Revenues:</u>			
Transfers In	-	750,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	750,000	0.0%
<u>Expenditures:</u>			
Operations & Maintenance	333,333	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	333,333	500,000	66.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(333,333)	250,000	
Ending Fund Balance*	1,089,405	1,672,738	

* - Unaudited

92% of the fiscal year has elapsed





Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE : December 13, 2021

SUBJECT: Ordinance 2021-216. An Ordinance Authorizing the Sale of Real Property and the Improvements Thereon, Located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado Known by Street Address 16 North Parish Avenue to Grows, LLC.

ACTION PROPOSED: Consider Second Reading of Ordinance 2021-216

ATTACHMENTS: 1. Ordinance 2021-216
2. Purchase and Sale Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Council held a public hearing on November 15, 2021 and approved Ordinance No. 2021-216 on first reading.

LEGAL ADVICE:

Ordinance 2021-216 was drafted by the Town Attorney.

FINANCIAL ADVICE:

Revenues from the sale are anticipated to be collected in FY2022 and will be remitted to the General Fund.

RECOMMENDED ACTION: Approve Ordinance 2021-216 upon second reading

The Community That Cares

www.TownofJohnstown.com

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

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

www.TownofJohnstown.com

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

TOWN OF JOHNSTOWN, COLORADO**ORDINANCE NO. 2021-216****AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY AND THE IMPROVEMENTS THEREON, LOCATED AT LOT 2 OF REPLAT OF BLOCK 2, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, KNOWN BY STREET ADDRESS AS 16 NORTH PARISH AVENUE, TO GROWS, LLC**

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 owns real property located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado, known by street address as 16 North Parish Avenue, consisting of approximately 7,361 square feet ("Property"); and

WHEREAS, the Property no longer serves a useful public purpose and the Town Council desires to sell the Property; and

WHEREAS, Section 11-7 of the Johnstown Municipal Code provides that the Town may sell or dispose of real property and public buildings, used or held for any purpose, by ordinance upon such terms and conditions as Town Council deems to be in the best interests of the Town; and

WHEREAS, the Town advertised its intent to sell, and received sealed bids for the purchase of, the Property; and

WHEREAS, based on the foregoing, Grows, LLC, a Colorado limited liability company ("Grows, LLC"), submitted an offer to purchase the Property; and

WHEREAS, after due consideration, the Town Council desires to sell the Property to Grows, LLC upon the terms and conditions set forth in the Purchase and Sale Agreement, attached hereto and incorporated herein by reference as Exhibit A ("Purchase and Sale Agreement"); and

WHEREAS, the Town Council finds and determines that the terms and conditions of the Purchase and Sale Agreement are reasonable and it is in the best interests of the Town to sell the Property.

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

Section 1. The Town Council hereby authorizes the sale of the real property and the improvements thereon, located at Lot 2 of Replat of Block 2, Town of Johnstown, County of Weld, State of Colorado, known by street address as 16 North Parish Avenue, consisting of approximately 7,361 square feet, to Grows, LLC, in accordance with the terms and conditions of the Purchase and Sale Agreement.

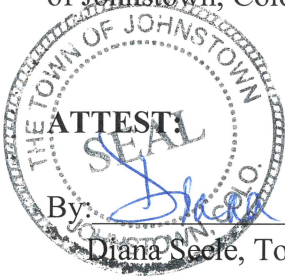
Section 2. Upon the effective date of this Ordinance, the Town Council hereby authorizes the Town Manager to execute the Purchase and Sale Agreement on behalf of the Town.

Section 3. The Town Council hereby authorizes the proceeds of the sale to be placed in the General Fund.

Section 4. This Ordinance shall be interpreted and construed to effectuate its meaning and purpose.

Section 5. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter. 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 15th day of November, 2021.



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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made as of December __, 2021 (the “**Effective Date**”), by and between Town of Johnstown, a Colorado home rule municipal corporation (“**Seller**”), and Grows, LLC (“**Purchaser**”).

RECITALS

A. Seller is the owner of real property described as Lot 2 of Replat of Block 2, County of Weld, State of Colorado, more particularly described as 16 North Parish Avenue, Johnstown, Colorado 80534, consisting of approximately 7,361 square feet (the “**Land**”).

B. As used in this Agreement, the term “**Property**” includes the Land, together with all of Seller’s right, title and interest in and to all existing improvements, structures and fixtures, if any, placed, constructed, installed or located on the real property, including all fences, gates, plants, trees, landscaping and other appurtenances, if any, located upon, over or under the Land.

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

PURCHASE AND SALE OF THE PROPERTY

1.1 **Recitals.** The Recitals are incorporated into the Agreement as if fully set forth herein.

1.2 **Purchase.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property, subject to and upon the terms and conditions set forth in this Agreement.

1.3 **Purchase Price.** The total purchase price (the “**Purchase Price**”) for the Property shall be Three Hundred Thousand Dollars (\$300,000.00) payable in accordance with the following terms and conditions:

(a) Deposit.

(i) No later than two (2) business days after execution and delivery of this Agreement by both Seller and Purchaser, Purchaser will deliver to Land Title, 345 E 27th St, Loveland, CO 80538 (the “**Title Company**”) an earnest money deposit in the amount of Ten Thousand Dollars (\$10,000.00) (together with all interest earned thereon, the “**Deposit**”).

(ii) The Title Company will deposit the Deposit in one or more federally insured interest-bearing accounts and hold the Deposit pursuant to the terms and

provisions hereof. The Deposit will be applied to the Purchase Price at the closing of the purchase contemplated hereby (“**Closing**”). In the event that this Agreement is terminated or the acquisition contemplated hereunder is not closed for any reason other than Purchaser’s default hereunder, the Deposit will be promptly returned to Purchaser.

(b) Balance. The balance of the Purchase Price, subject to prorations and adjustments in accordance with Article 9, will be paid to Seller by Purchaser at Closing by wire transfer of immediately available funds to the Title Company, for further payment to Seller.

ARTICLE 2 SURVEY AND TITLE

2.1 **Survey**. Within twenty (20) days of the Effective Date, Seller, at Purchaser’s expense and option, shall obtain a survey of the Property and deliver same to the Purchaser. The Survey shall show the boundaries of the Property and all improvements located thereon. Purchaser and Seller agree that the legal description set forth in the Survey shall be used for the deed and other documents prepared and executed at Closing. The parties agree that, if the survey indicates a difference in the area of the Property than the area set forth in this Agreement, there shall be no adjustment in the Purchase Price.

2.2 **Title Commitment**. Within ten (10) days of the Effective Date, Seller shall procure and deliver a current commitment for an owner’s title insurance policy for the Property (the “**Title Commitment**”), in an amount equal to the Purchase Price, to Purchaser. The Title Commitment will be subject to Purchaser’s review and approval during the Contingency Period (as approved by Purchaser, the “**Approved Title Commitment**”).

2.3 **Status of Title at Closing**. At Closing, Seller will convey to Purchaser title to the Property by special warranty deed free and clear of monetary liens, but subject to all matters of record shown in the Approved Title Commitment and the existing encroachments (collectively, the “**Permitted Encumbrances**”).

ARTICLE 3 CONTINGENCY PERIOD

3.1 **Contingency Period**. Purchaser will have thirty (30) days following the Effective date (the “**Contingency Period**”) within which to complete Purchaser’s investigation of the Property and to obtain all required approvals for Purchaser’s purchase of the Property. All inspection fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property will be Purchaser’s sole responsibility. Purchaser will promptly repair, at its expense, any damage to the Property caused by Purchaser or its agents in conducting its inspection of the Property. Purchaser will coordinate its physical inspections of the Property with Seller prior to entry on the Property.

3.2 **Termination**. If, on or before the expiration of the Contingency Period, Purchaser delivers to Seller written notice setting forth Purchaser’s election to terminate this Agreement, in Purchaser’s sole discretion, then this Agreement will terminate, the Deposit will be returned

promptly to Purchaser, and both parties will be relieved from any further liability hereunder. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement will remain in full force and effect in accordance with its terms.

ARTICLE 4

SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents, warrants and covenants to Purchaser as set forth below in this Article 4 as of the Effective Date and as of Closing under this Agreement.

4.1 **Authority.** Seller has, or will have prior to the Closing, the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite action has been, or will be prior to Closing, taken by Seller in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of Seller is authorized to do so.

4.2 **No Consents; Binding Obligations.** No third party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

4.3 **No Third-Party Interests.** Seller has not granted to any party any option, contract or other right to a purchase the Property, or any portion thereof or any interest therein.

4.4 **Non foreign Person.** Seller is not a foreign person, corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code or Income Tax Regulations).

ARTICLE 5

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller as set forth below in this Article 5 as of the Effective Date and as of Closing under this Agreement.

5.1 **Authority.** Purchaser has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite action has been taken by Purchaser in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

5.2 **No Consents; Binding Obligations.** No third party approval or consent is required for Purchaser to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

ARTICLE 6
PURCHASER'S AGREEMENTS

6.1 **“As Is” Condition.** Purchaser expressly acknowledges that Seller does not make any representations or warranties regarding the present or future condition or operation of the Property, either express or implied.

6.2 **Purchaser's Waivers.** Without limiting the foregoing, Purchaser acknowledges that:

(a) PURCHASER AND ITS REPRESENTATIVES ARE BEING PROVIDED IN THIS AGREEMENT WITH AN ADEQUATE OPPORTUNITY TO FULLY INSPECT THE PROPERTY, AND TO BECOME ARE FULLY FAMILIAR WITH THE PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION THEREOF. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PROPERTY IS BEING PURCHASED BY PURCHASER IN AN “AS IS” AND “WHERE IS” CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT).

(b) PURCHASER IS NOT RELYING ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER, ANY DIRECTOR, OFFICER, AGENT, EMPLOYEE OR PRINCIPAL OF SELLER, OR ANY OTHER PARTY REPRESENTING SELLER AS TO THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITION), OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL, STATE OR LOCAL LAWS.

(c) PURCHASER WAIVES, RELEASES AND FOREVER DISCHARGES SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, COLLECTIVELY REFERRED TO AS THE “RELEASED PARTIES,” OF AND FROM ANY AND ALL SUITS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS OR DEMANDS, ACTUAL DAMAGES, PUNITIVE DAMAGES, LOSSES, LIABILITIES, INTEREST, ATTORNEY’S FEES, EXPENSES OF WHATEVER KIND IN NATURE, IN LAW OR IN EQUITY, KNOWN OR UNKNOWN (COLLECTIVELY REFERRED TO AS “LIABILITIES”), THAT THE PURCHASER EVER HAD, NOW HAS, OR IN THE FUTURE MAY HAVE, AGAINST ANY OF THE RELEASED PARTIES BASED UPON, OR ARISING INDIRECTLY OR DIRECTLY OUT OF (I) THE CONDITION, STATUS, QUALITY OR NATURE OF THE PROPERTY AND (II) THE EXISTENCE, PRESENCE OR CONDITIONS OF ASBESTOS AND ANY TOXIC OR HAZARDOUS MATERIAL IN OR UNDER THE PROPERTY. THE PURCHASER ALSO AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES THAT ANY OF THE RELEASED

PARTIES MAY INCUR OR BECOME RESPONSIBLE FOR, AS A RESULT OF ANY CLAIMS BY ANY PERSONS OR ENTITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY GOVERNMENTAL AUTHORITIES, BASED UPON OR ARISING DIRECTLY OR INDIRECTLY OUT OF, THE MATTERS DESCRIBED IN THE PRECEDING SENTENCE, BUT PURCHASER'S INDEMNIFICATION WILL ONLY RELATE TO SUCH CLAIMS THAT FIRST ARISE DURING AND IN CONNECTION WITH PURCHASER'S OWNERSHIP OF THE PROPERTY.

6.3 Survival of Terms. This Article 6 shall survive closing and delivery of the deed by seller, and shall be deemed incorporated by reference and made a part of all documents delivered by seller to purchaser in connection with the sale of the property.

ARTICLE 7 CASUALTY

The risk of casualty loss to the Property will remain with Seller prior to Closing. In the event that the Property is damaged by fire, flood or other casualty prior to Closing, then Purchaser may elect, at its sole option, either (i) to terminate this Agreement and recover its Deposit, in which case both Seller and Purchaser will be released from further responsibility hereunder, or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Seller will assign to Purchaser all of Seller's right to receive the insurance proceeds, if any, payable as a result of such casualty damage, but not exceeding the Purchase Price, and Purchaser will be entitled to an abatement of the Purchase Price in an amount equal to the applicable insurance deductibles.

ARTICLE 8 CLOSING

8.1 Time and Procedures. Closing under this Agreement ("**Closing**") will take place on a date designated by Purchaser by written notice to Seller, which will be no earlier than three (3) days following the expiration of the Contingency Period and no later than twenty (20) days following the expiration of the Contingency Period, or as otherwise agreed by the parties in writing. Closing will be conducted by delivery of all documents and funds to the Title Company for delivery, disbursement or recording by the Title Company, as applicable, in accordance with the terms of this Agreement. The parties may issue supplemental instructions to the Title Company to accomplish Closing, provided that such instructions are consistent with the terms of this Agreement or are otherwise approved by both parties.

8.2 Deliveries. At Closing the following will occur:

(a) Deed. Seller will deliver to Purchaser a duly executed and acknowledged special warranty deed for the Property conveying title to the Property, subject only to the Permitted Encumbrances;

(b) Payment. Purchaser will pay to Seller the Purchase Price by wire transfer of funds as provided in Section 1.3, subject to the adjustments described in Article 9;

(c) Possession. Possession of the Property will be delivered to Purchaser;

(d) Non-Foreign Certificate. Seller will execute and deliver to Purchaser and the Title Company an affidavit that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code; and

(e) Miscellaneous Documents. Each of Seller and Purchaser will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be required by the Approved Title Commitment, or reasonably requested by the other party or the Title Company in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement in a manner consistent with the terms of this Agreement.

ARTICLE 9 PRORATIONS AND CLOSING EXPENSES

9.1 **Closing Adjustments.** The cash due at Closing pursuant to Section 8.2(b) will be subject to adjustment as of Closing in accordance with the following provisions:

(a) Property taxes will be prorated at Closing based on the most recent information available, with the proration to be final and not subject to any post-closing adjustment.

(b) Purchaser will pay the fee for recording Seller's deed, one-half of the Title Company's closing fee, any endorsements to the title insurance policy requested by Purchaser, its attorneys' fees and costs, all transfer taxes, Seller's cost for the appraisal obtained prior to execution this Agreement, which costs shall be provided by Seller to the Title Company with a copy to Purchaser, and all other closing costs not paid by Seller as set forth in Section 9.1(c).

(c) Seller will pay its attorneys' fees and costs, the premium for the title insurance policy based on the Approved Title Commitment, one-half of the Title Company's closing fee, and any costs required to deliver title to the Property subject only to the Permitted Encumbrances.

9.2 **Settlement Statement.** At Closing, Seller and Purchaser will execute a Closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

ARTICLE 10 REMEDIES

10.1 **Breach by Seller.** Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Purchaser to Seller, Purchaser, as its sole and exclusive remedy, will be entitled to terminate this Agreement and obtain the prompt refund of the Deposit, whereupon both parties will be discharged from all duties and performance hereunder.

10.2 Breach by Purchaser. Time is of the essence of Purchaser's obligations hereunder. If Purchaser fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Seller to Purchaser, Seller, as its sole and exclusive remedy, will be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES IN THE EVENT PURCHASER FAILS TO PURCHASE THE PROPERTY OR THE PROPERTY IN ACCORDANCE HERewith. THEREFORE PURCHASER AND SELLER AGREE A SUM EQUAL TO THE DEPOSIT REPRESENTS ALL SELLER'S COST WITH RESPECT TO THIS TRANSACTION, THE LOSS OF OTHER OPPORTUNITIES TO SELLER AND THE PROPERTY TAX AND INTEREST BURDEN OF CARRYING THE PROPERTY DURING THE PERIOD THE PROPERTY IS KEPT OFF THE MARKET AS A RESULT OF THIS AGREEMENT. SELLER AGREES TO ACCEPT THE SUM OF THE DEPOSIT MADE TO THAT DATE HEREUNDER AS ITS SOLE REMEDY IN FULL SATISFACTION OF SELLER'S DAMAGES. IT IS THE INTENT OF THE PARTIES THAT THE AMOUNT OF THE DEPOSIT MADE TO THAT DATE WILL BE THE FULL AGREED LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER AND ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES ARE EXPRESSLY WAIVED BY SELLER. SELLER HEREBY WAIVES THE PROVISIONS OF ANY STATUTES WHICH ARE INCONSISTENT WITH THE INTENT OF PURCHASER AND SELLER AS SET FORTH HEREIN.

10.3 Attorneys' Fees. Notwithstanding any contrary provision contained in this Agreement, in the event of any litigation or legal action arising out of this Agreement, but only to the extent permitted by law recognizing the limitations of a governmental entity to expend funds that have not been budgeted and appropriated, the court will award the prevailing party its reasonable costs and expenses incurred in connection with such litigation or legal action, including, without limitation, its reasonable attorneys' fees and costs.

ARTICLE 11 GENERAL PROVISIONS

11.1 Brokers. Seller and Purchaser each hereby represent and warrant to the other that their only contact with the other or with the Property has been made without the assistance of any broker or other third party. Each of Seller and Purchaser will save and hold the other party free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

11.2 Reservation of Mineral Rights. Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors; provided, however, Seller, for itself and its successors and assigns agrees to waive all surface rights and other rights of ingress and egress in and to the Property, and agrees that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the

Property, that no portion of the surface of the Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Seller shall not be restricted or prohibited from the pooling or unitization of the portion of the mineral estate owned by Seller with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations will in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property. The foregoing reservation of minerals and Seller's waiver of surface rights set forth above shall survive closing be included in substance in the special warranty deed.

11.3 Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

11.4 Survival. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through Closing, will not be deemed merged into any instrument delivered at Closing and will remain fully enforceable thereafter.

11.5 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Contingency Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday.

11.6 Zoning. Seller assumes no obligation to change the current zoning on the Property.

11.7 Governing Law and Venue. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

11.8 Notices. Any notice required or permitted to be sent pursuant to this Agreement must be in writing and will be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; or (ii) three (3) business days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid; (iii) upon confirmed facsimile transmission and the deposit of the original in a U.S. Postal Service depository, with all required postage; (iv) by e-mail upon acknowledgment of receipt thereof by the intended recipient; or (iv) one (1) business day after being deposited with a commercial overnight courier and sent by overnight delivery for next business day delivery, with all required charges prepaid; and addressed:

If to Seller:
Town of Johnstown

Attn: Town Manager
 450 S. Parish Avenue
 Johnstown, Colorado 80534
 Telephone No.: 970-587-4664
 Email: mlecerf@townofjohnstown.com

with a copy to:

Law Office of Avi S. Rocklin, LLC
 Attn: Avi Rocklin, Esq.
 1437 N. Denver Avenue #330
 Loveland, CO 80538
 Telephone No.: 970-419-8226
 Email: avi@rocklinlaw.com

If to Purchaser:

Grows, LLC
 C/O Grant and Robyn Schaneman
 407 Ridgeview Ct
 Johnstown, CO 80534
 Telephone No.: 970-744-1492
 Email: rschaneman@hotmail.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 11.8.

11.9 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which, together, will be deemed one and the same original document.

11.11 Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

SELLER:

Town of Johnstown

By: _____
 Matthew LeCerf, Town Manager

PURCHASER: Grows, LLC

By: _____
Title: _____

By: _____
Title: _____



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Ordinance 2021-217 Approving the P.U.D. Outline Development Plan for Encore

ACTION PROPOSED: Consider Ordinance 2021-217 on Second Reading - Approving the P.U.D. Outline Development Plan for Encore

ATTACHMENTS: 1. Ordinance 2021-217
3. Encore ODP Amendment 1

PRESENTED BY: Kim Meyer, Director of Planning & Development

AGENDA ITEM DESCRIPTION:

The applicant, CaliberCos, Inc., is requesting approval of the amended Encore Outline Development Plan (ODP) for approximately 310 acres located between High Plains Blvd. (LCR 3) and Colorado Blvd. (WCR 13), north of U.S. Highway 34.

Council held a public hearing on November 15, 2021 and approved Ordinance No. 2021-217 on first reading. A minor clarification revision was made to the ODP sheet, as presented at the hearing. Revised sheets are attached.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-217 Approving the P.U.D. Outline Development Plan for Encore, on second reading.

The Community That Cares

johnstown.colorado.gov

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

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

The Community That Cares

www.johnstown.colorado.gov

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

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-217**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR
ENCORE JOHNSTOWN, LOCATED IN THE SOUTH HALF OF
SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH
P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF
COLORADO, CONSISTING OF APPROXIMATELY 310.66 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, Encore HoldCo, LLC, a Colorado limited liability company, submitted an application to the Town for approval of the P.U.D. Outline Development Plan for Encore Johnstown, located in the South Half of Section 12, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 310.66 acres; and

WHEREAS, on October 27, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan for Encore Johnstown; and

WHEREAS, on November 15, 2021, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan for Encore Johnstown; 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 Encore Johnstown is consistent with, and furthers the goals of, the *Johnstown Area Comprehensive Plan* goals and is compatible with all other applicable Town standards and regulation; and

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

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 Encore Johnstown, located in the South Half of Section 12, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 310.66 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Supersede and Replace. The P.U.D. Outline Development Plan for Encore Johnstown adopted herein shall supersede and replace the Outline Development Plan for the development approved in 2015.

Section 3. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter. 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 15th day of November, 2021.

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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____

Diana Seele, Town Clerk

By: _____

Gary Lebsack, Mayor

OUTLINE DEVELOPMENT PLAN
ENCORE JOHNSTOWN

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68
WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER,
STATE OF COLORADO

APPROVALS

ENCORE LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE
PROPERTY LOCATED IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER AND STATE OF
COLORADO, DO HEREBY SUBMIT THIS OUTLINE DEVELOPMENT PLAN AND AGREE TO
PERFORM UNDER THE TERMS NOTED HEREIN.

BY:
NAME:
TITLE:

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN TO BE KNOWN AS
IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER
PASSED AND ADOPTED ON FINAL READING ST THE REGULAR
MEETING OF THE TOWN COUNCIL OT THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE
DAY OF

BY:
MAYOR

ATTEST:
TOWN CLERK

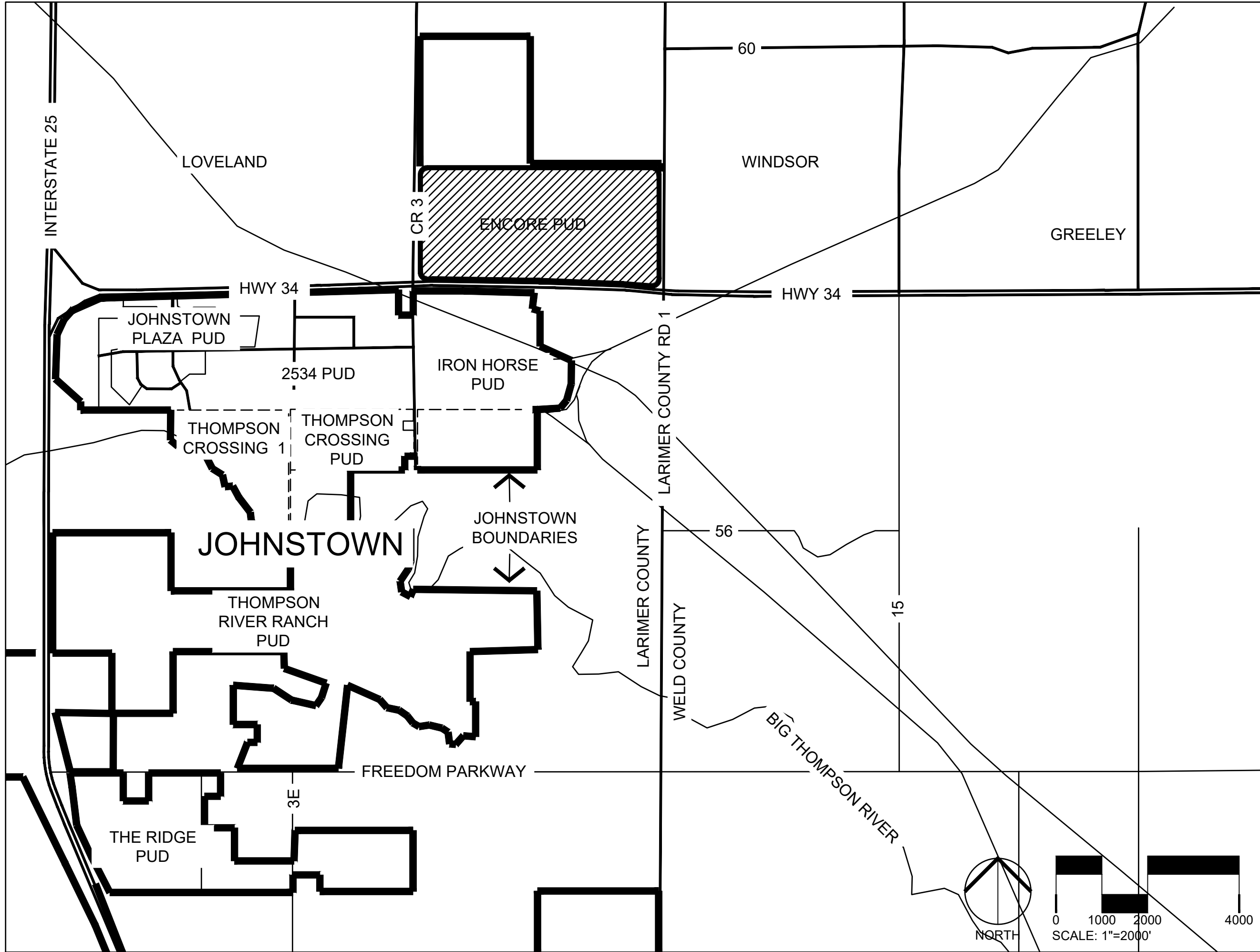
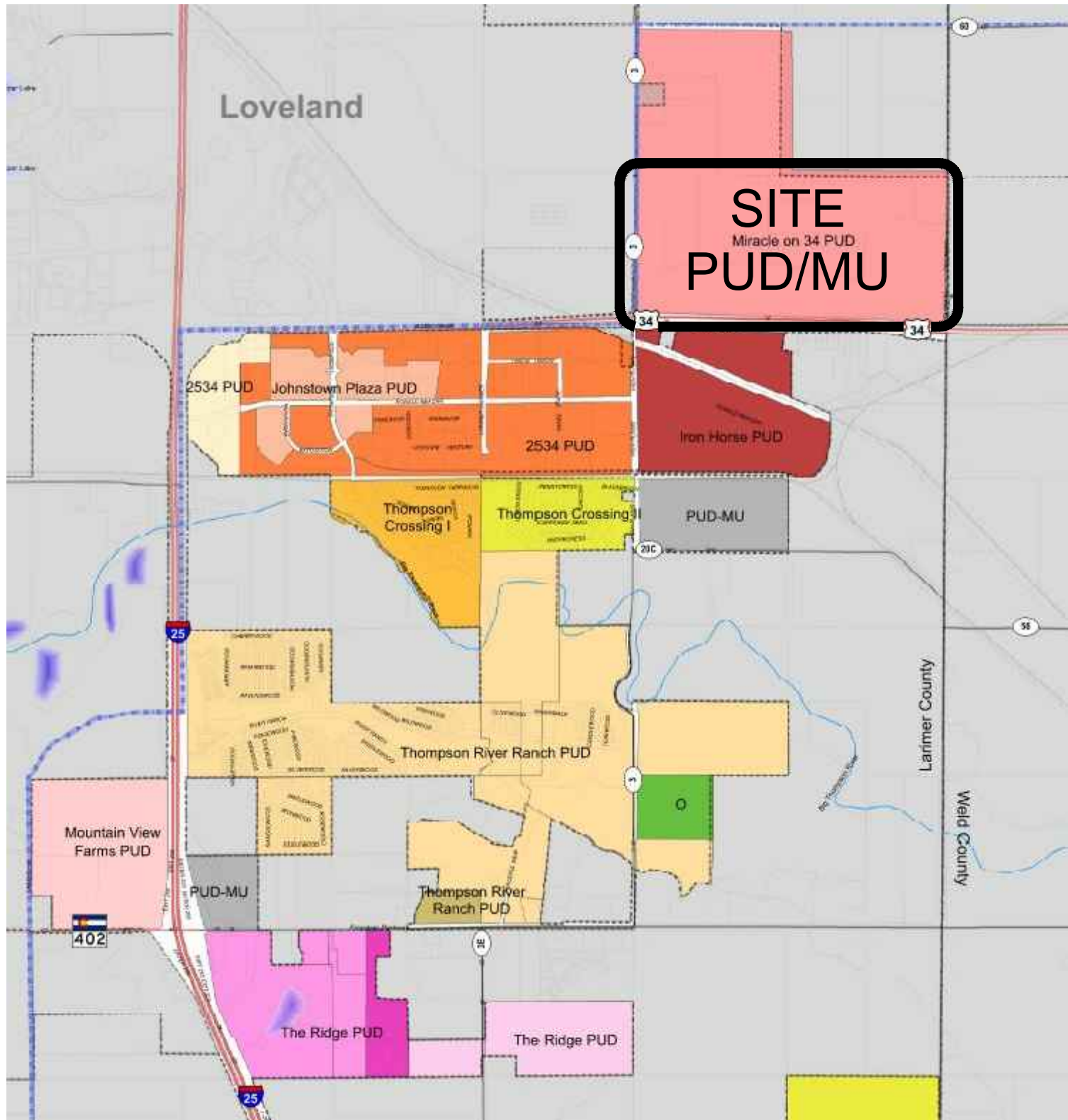
LEGAL DESCRIPTION

THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF
JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.

CONTAINING 13,532,270 SQUARE FEET (310.66 ACRES), MORE OR LESS.

EXISTING ZONING

N.T.S.



VICINITY MAP

NARRATIVE / OPERATION PLAN

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) AMENDMENT IS TO UPDATE THE EXISTING ODP
WITH A DIFFERENT LAND USE AND TRAFFIC PATTERN. IN ADDITION, THE GUIDELINES HAVE BEEN WRITTEN
TO BETTER REFLECT THE CURRENT DEVELOPMENT OPPORTUNITIES WITHIN THE TOWN AND THIS PROPERTY.

THE SITE CONSISTS OF COMMERCIAL AND MULTI FAMILY DEVELOPMENT ALONG THE HIGHWAY 34
CORRIDOR. THIS IS INTENDED TO COMPLIMENT AND ENHANCE JOHNSTOWN'S CURRENT DEVELOPMENT
ALONG HIGHWAY 34 AS WELL AS PROVIDE A DISTINCTIVE NEW DEVELOPMENT TO THE TOWN. THIS HIGHER
INTENSITY DEVELOPMENT WILL OCCUR BETWEEN THE HIGHWAY AND THE CANAL WHICH SPLITS THE SITE.

NORTH OF THE CANAL THE DEVELOPMENT WILL ADJUST TO PREDOMINANTLY RESIDENTIAL, MIXED USE,
LIGHT INDUSTRIAL, COMMERCIAL AND EDUCATIONAL USES. THERE IS INTENDED TO BE A COMMUNITY
GREEN SPACE ALONG THE CANAL WHEN OUTDOOR RECREATION AND STORM WATER FACILITIES WILL BE
PLACED.

THE DEVELOPMENT HAS ARTERIAL ROADS FLANKING ITS EASTERN BOUNDARY (CR 13), ITS SOUTHERN
BOUNDARY (HIGHWAY 34) AND A REALIGNED CR 3 ON ITS WESTERN BOUNDARY. THE MAIN INTERNAL
ROADS SHOWN ARE ANTICIPATED TO BE COLLECTORS.

AMENDING THE ODP WILL PROVIDE DEVELOPMENT OPTIONS THAT FIT THE CURRENT AND PROJECTED
ECONOMIC TRENDS. THE PUD WILL ALLOW FOR A VARIETY OF USES TO BE IN PROXIMITY TO EACH OTHER
CREATING A UNIQUE LIVE WORK ENVIRONMENT WITH A VARIETY OF RESIDENTIAL, RETAIL, COMMERCIAL,
INDUSTRIAL AND EDUCATIONAL USES. THE GUIDELINES ALLOW FOR A VARIETY OF RESIDENTIAL SET BACKS
AND OPEN SPACE OPTIONS. AS THE DEVELOPMENT MOVES FROM MORE INTENSE TO LESS INTENSE (SOUTH
TO NORTH) THE AMOUNT OF OPEN SPACE REQUIRED INCREASES.

THE LANDSCAPE AND SIGNAGE STANDARDS WITHIN THE GUIDELINES WILL CREATE A UNIQUE COMMUNITY
WITH ITS OWN AESTHETIC FOCUSING ON NATURAL MATERIALS AND XERIC PRINCIPALS.

GENERAL NOTES

- ACCESS POINTS SHOWN ON THIS ODP ARE CONCEPTUAL. EXACT LOCATIONS TO BE
DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON
THE FINAL TRAFFIC IMPACT STUDY (TIS) AND SUBJECT TO TOWN, COUNTY AND/OR
CDDT APPROVAL.
- LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND LAYOUT AT THE
TIME OF FINAL PLAT. LOCAL AND COLLECTOR STREET SHALL CONFORM TO THE
TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
- ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS. FINAL DENSITIES TO BE
DETERMINED AT THE TIME OF PLATTING. ACTUAL NUMBER OF UNITS WILL BE
DETERMINED AT THE TIME OF SUBDIVISION PLATTING.
- SINGLE FAMILY AND SINGLE FAMILY ATTACHED SHALL NOT EXCEED 9 DU/ ACRE.
- AREAS OF DEVELOPMENT PARCELS ARE APPROXIMATE AND MAY VARY. EXACT LOT
SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION
SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREAS AND STREETS MAY VARY
FROM CURRENT ALIGNMENT.
- WHERE A PROPOSED USE IS NOT LISTED ON THE ODP, IT MAY BE ALLOWED IF
DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND
OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE
ALLOWED.
- ALL DRAINAGE ELEMENTS ARE CONCEPTUAL AND FINAL DETERMINATIONS OF THE
DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION
FACILITIES, CHANNELS AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY
AND FINAL DRAINAGE REPORTS, AND DURING THE PRELIMINARY DEVELOPMENT PLAN
PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.
- LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING,
LIGHTING FOR THE DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THE
APPLICABLE ENCORE DESIGN STANDARDS OR THE TOWN OF JOHNSTOWN MUNICIPAL
CODE. ENCORE DESIGN STANDARDS MUST RECEIVE APPROVAL BY THE PLANNING
DIRECTOR PRIOR TO IMPLEMENTATION.

ENCORE JOHNSTOWN

ODP

JOHNSTOWN, COLORADO

PREPARED BY:



APPLICANT

Ripley Design, Inc
Russell Lee, PLA, LEED AP
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
970-224-5828

OWNER'S REPRESENTATIVE

EPS Group
Daniel "Ox" Auxier, PE, Principal
1130 North Alma School Road, Suite 120
Mesa, AZ 85201
480-352-3431

CIVIL ENGINEER

TST, Inc. Consulting Engineers
Johnathan Sweet, PE, LEED AP
748 Whalers Way, Suite 200
Fort Collins, CO 80525
970-226-0557

TRAFFIC ENGINEER

Horrocks, Engineers
Marie Thoming, PE
2162 W Grove Parkway, Suite 400
Pleasant Grove, Utah 84062

ORIGINAL SIZE 24X36

ISSUED

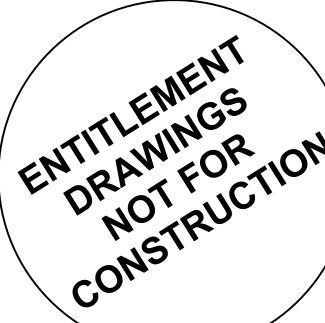
No.	DESCRIPTION	DATE
1	ODP SUBMITTAL	04/08/2021
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

REVISIONS

No.	DESCRIPTION	DATE
1	TOWN COMMENTS	6/23/2021
2	TOWN COMMENTS	09/01/2021
3	TOWN COMMENTS	09/13/2021
4	TOWN COUNCIL	11/04/2021
-	-	-
-	-	-

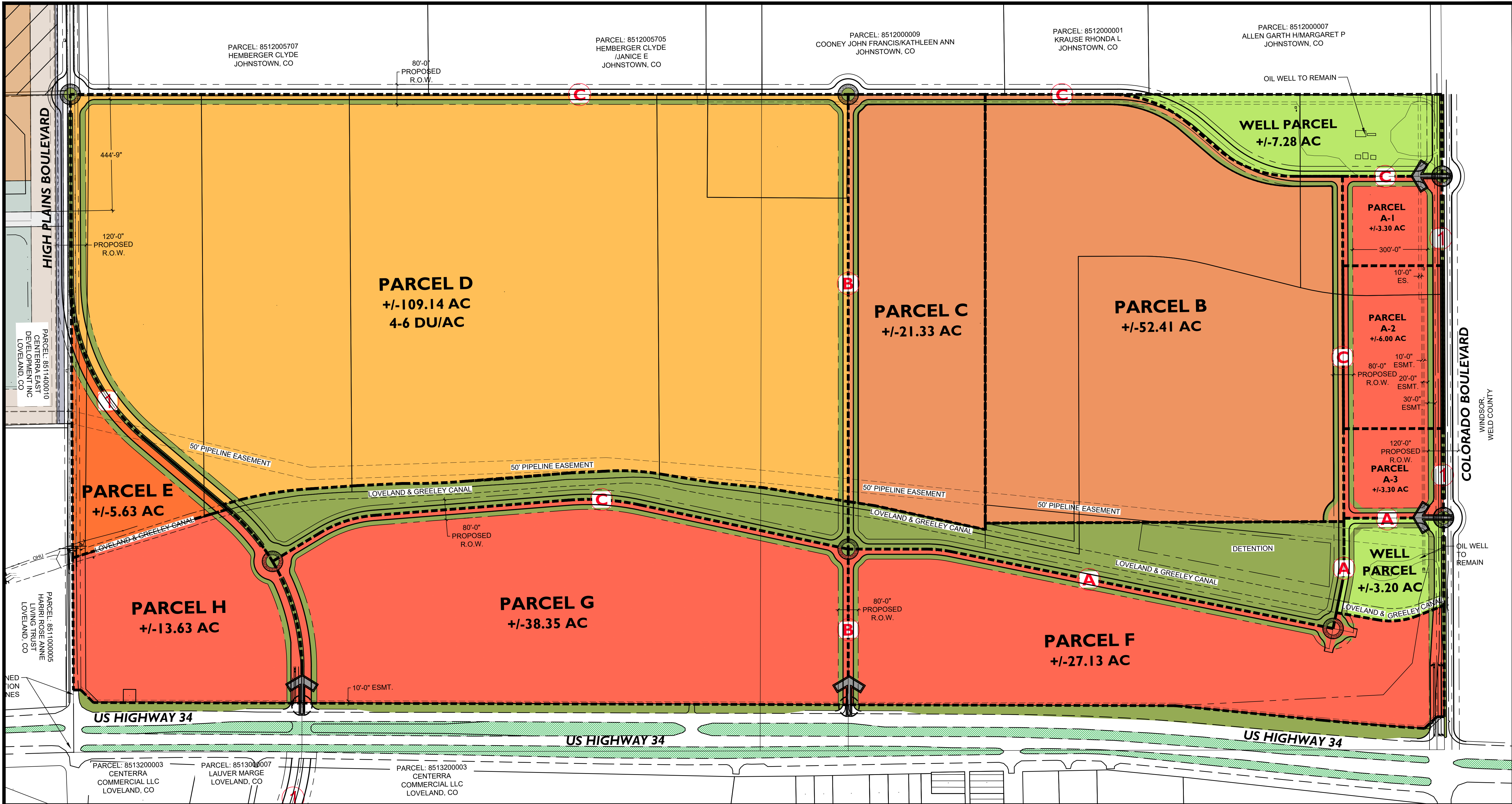
ENCORE ODP - COVER SHEET

SEAL:



PROJECT No.: R21-012
DRAWN BY:
REVIEWED BY:
DRAWING NUMBER:

Plotted By: Russ Lee Layout: 2 ENCORE ODP SITE PLAN Printed On: 11/23/2021 1:51 PM File Name: Encore ODP.dwg



SITE LEGEND

- SECTION BOUNDARY
- PARCEL AREA (APPROXIMATE)
- STREET CENTER LINE
- EDGE OF PAVEMENT
- EASEMENT
- POTENTIAL ACCESS (FULL MOVEMENT)

PLANNING AREA BOUNDARIES

PLANNING AREA ACREAGE AND BOUNDARIES ARE PRELIMINARY AND SUBJECT TO CHANGE AT DETAILED PLANNING STAGES. ACREAGES MAY CHANGE UP TO 30% WITHOUT A MAJOR AMENDMENT TO THIS DOCUMENT.

DEVELOPMENT PHASING

THE PHASING OF ENCORE WILL PRIORITIZE THE DEVELOPMENT OF PARCELS A & B. OTHER PARCELS WILL BE DETERMINED BY MARKET CONDITIONS, INFRASTRUCTURE AND AVAILABILITY OF UTILITY SERVICE. THE PROJECT IS ANTICIPATED TO BE IN MULTIPLE PHASES. PHASING IS SUBJECT TO APPROVAL FROM THE TOWN OF JOHNSTOWN AND LOVELAND FIRE RESCUE AUTHORITY.

SITE DATA

PARCEL	APPROX. GROSS AREA (SF)	APPROX. GROSS AREA (AC)	ANTICIPATED USES	BUILDING HEIGHT
PARCEL A	548,862	12.60	RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL B	2,283,096	52.41	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL C	929,217	21.33	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL D	4,753,994	109.14	RESIDENTIAL & OPEN SPACE	35' MAX.
PARCEL E	245,445	5.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	65' MAX. (150' WITH SPECIAL REVIEW)
PARCEL F	1,181,851	27.13	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL G	1,670,385	38.35	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL H	593,771	13.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
OPEN SPACE	869,022	19.95		
WELL PARCELS	456,508	10.48		
TOTAL	13532151	310.66		

PARCEL D DENSITY

ANTICIPATED SINGLE FAMILY AND SINGLE FAMILY ATTACHED RESIDENTIAL DENSITIES ARE SPECIFIED WITHIN PARCEL D. THE FINAL DENSITY SHALL BE DETERMINED AT THE TIME OF PLATTING. DENSITIES WITHIN A PARCEL/PHASE MAY INCREASE, BUT NOT EXCEED 9 DU/ACRE.

PARCEL DESIGN INTENT

ALL PARCELS (EXCEPTING PARCELS A & D): NOT MORE THAN 15% OF THE TOTAL COMBINED LAND AREA OF PARCELS F, G AND H WILL BE UTILIZED FOR RESIDENTIAL USES ON PARCELS F, G, AND H ("RESIDENTIAL CAP"). FOR EXAMPLE, IF PARCELS F, G, AND H TOTAL 79.11 ACRES, NOT MORE THAN A COLLECTIVE 11.87 ACRES OF RESIDENTIAL DEVELOPMENT WILL BE PERMITTED ON PARCELS F, G, OR H. MIXED-USE DEVELOPMENTS (SUCH HOUSING ABOVE RETAIL, BY WAY OF EXAMPLE AND NOT LIMITATION) ON PARCELS F, G, AND H ARE PERMITTED AND ARE EXEMPT FROM THIS RESIDENTIAL CAP.

PARCEL D: DESIGN INTENT FOR PARCEL D IS TO ALLOW FOR RESIDENTIAL DEVELOPMENT. THIS RESIDENTIAL DEVELOPMENT COULD INCLUDE SINGLE-FAMILY DETACHED, SINGLE-FAMILY ATTACHED, CONDOMINIUMS AND APARTMENTS. OTHER RESIDENTIAL USES NOT LISTED HERE OR IN THE APPROVED DESIGN GUIDELINES SHALL BE APPROVED BY THE PLANNING DIRECTOR.

PARCELS B & C: THE DESIGN INTENT FOR THESE PARCELS IS TO INCLUDE A WIDE RANGE OF RETAIL COMMERCIAL AND LIGHT INDUSTRIAL/FLEX AS PRIMARY USES, AND SECONDARY RESIDENTIAL USES SUCH AS MULTI-FAMILY APARTMENTS.

PARCELS A, H, G & E: THE DESIGN INTENT FOR THESE PARCELS IS TO INCLUDE A WIDE RANGE OF RETAIL COMMERCIAL, LIGHT INDUSTRIAL/FLEX AND FAMILY ENTERTAINMENT AS PRIMARY USES, AND SECONDARY RESIDENTIAL USES SUCH AS MULTI-FAMILY APARTMENTS.

PARCEL E: THE DESIGN INTENT FOR THIS PARCEL IS TO INCLUDE HIGHER DENSITY HOUSING.

NOTE: NOT MORE THAN 15% OF THE TOTAL COMBINED LAND AREA OF PARCELS F, G AND H WILL BE UTILIZED FOR RESIDENTIAL USE ON PARCELS F, G, AND H ("RESIDENTIAL CAP"). THE RESIDENTIAL CAP SHALL BE CUMULATIVE, AND DEVELOPER MAY APPLY THE RESIDENTIAL CAP TO ANY OR ALL OF PARCELS F, G, AND H. FOR EXAMPLE, IF PARCELS F, G, AND H TOTAL 79.11 ACRES, CUMULATIVELY, NOT MORE THAN 11.87 ACRES OF RESIDENTIAL DEVELOPMENT WILL BE PERMITTED ON PARCELS F, G, OR H. THE 11.87 ACRES MAY BE INCLUDED IN PARCEL F, G OR H OR ANY COMBINATION THEREOF, PROVIDED HOWEVER, THAT THE RESIDENTIAL CAP WILL NOT EXCEED 15% OF THE TOTAL COMBINED LAND AREA FOR PARCELS F, G AND H. MIXED-USE DEVELOPMENTS ON PARCELS F, G AND H, INCLUDING WITHOUT LIMITATION, RESIDENTIAL USE ABOVE RETAIL, RESTAURANT OR ANY APPROVED COMMERCIAL USE ARE EXEMPT FROM THE RESIDENTIAL CAP.

OPEN SPACE, PARKS & WALKS/TRAILS

- OPEN SPACE:
- 30% OPEN SPACE WILL BE REQUIRED FOR ALL SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AND 15% OPEN SPACE FOR MULTI-FAMILY DEVELOPMENT. ALL OTHER USES INCLUDING COMMERCIAL, RETAIL, OFFICE, LIGHT-INDUSTRIAL, FLEX AND FAMILY ENTERTAINMENT WILL BE REQUIRED TO INCLUDE 15% OPEN SPACE.
 - PUBLIC AND/OR PRIVATELY OWNED LAND WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS. BUFFER AREAS AROUND WELL FACILITIES WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS.
 - DETENTION PONDS WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS BUT MAY NOT BE COUNTED TOWARDS PARK SPACE REQUIREMENTS.
 - PARK SPACE WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS.
 - OPEN SPACE MAY BE A LANDSCAPE AREA, RECREATION AREA, SIDEWALKS AND/OR TRAILS, PLAZAS, PLAYGROUNDS OR OTHER AREAS THAT ARE ACCESSIBLE TO THE RESIDENTS OR PUBLIC.
 - OPEN SPACE IS ACCESSIBLE TO ALL PERSONS REGARDLESS OF RESIDENCE WITHIN THE ENCORE DEVELOPMENT.

- PARKS:
- 10% OF RESIDENTIAL AREA WILL BE REQUIRED FOR PARKS.
 - FINAL LOCATIONS FOR PARKS TO BE DETERMINED AT TIME OF SUBDIVISION PLAT FOR RESIDENTIAL PARCELS.
 - PARKS MAY BE PRIVATELY OR PUBLICLY OWNED, AND DETERMINED AT FINAL PLAT.
 - PARKS ARE ACCESSIBLE TO ALL PERSONS REGARDLESS OF RESIDENCE WITHIN THE ENCORE DEVELOPMENT.

- PEDESTRIAN CONNECTIVITY:
- A 10' CONCRETE WALK WILL BE PROVIDED ALONG ALL ARTERIAL STREETS.
 - 5' DETACHED WALKS WILL BE PROVIDED ALONG ALL COLLECTOR STREETS.
 - LOCAL STREETS WILL INCLUDE DETACHED OR ATTACHED SIDEWALKS.
 - ADDITIONAL WALKS AND/OR TRAILS TO BE DETERMINED AT THE TIME OF MORE DETAILED DESIGN FOR INDIVIDUAL PARCELS.
 - MASTER DEVELOPMENT SHALL INCORPORATE ELEMENTS OF CONNECTIVITY FROM THE TOWN'S PARKS & TRAILS MASTER PLAN.
 - TRAILS ARE ACCESSIBLE TO ALL PERSONS REGARDLESS OF RESIDENCE WITHIN THE ENCORE DEVELOPMENT.

ENCORE JOHNSTOWN

ODP

JOHNSTOWN, COLORADO
PREPARED BY:



APPLICANT

Ripley Design, Inc.
Russell Lee, PLA, LEED AP
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
970-224-5828

OWNER'S REPRESENTATIVE

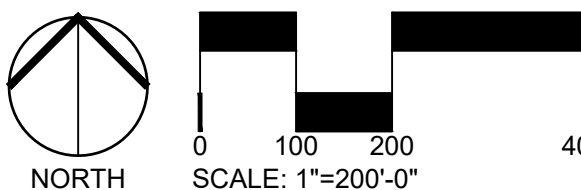
EPS Group
Daniel "Ox" Auxier, PE, Principal
1130 North Alma School Road, Suite 120
Mesa, AZ 85201
480-352-3431

CIVIL ENGINEER

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Fort Collins, CO 80525
970-226-0557

TRAFFIC ENGINEER

Horrocks, Engineers
Marie Thoming, PE
2162 W Grove Parkway, Suite 400
Pleasant Grove, Utah 84062



ORIGINAL SIZE 24X36

No.	DESCRIPTION	DATE
1	ODP SUBMITTAL	04/08/2021
2		
3		
4		
5		
6		
7		
8		
9		
10		

REVISIONS

No.	DESCRIPTION	DATE
1	TOWN COMMENTS	06/23/2021
2	TOWN COMMENTS	09/01/2021
3	TOWN COMMENTS	09/13/2021
4	TOWN COUNCIL	11/04/2021
5		
6		
7		
8		
9		
10		

ENCORE ODP SITE PLAN

SEAL:

ENTITLEMENT
DRAWINGS
NOT FOR
CONSTRUCTION

PROJECT No.:	R21-012
DRAWN BY:	
REVIEWED BY:	
DRAWING NUMBER:	

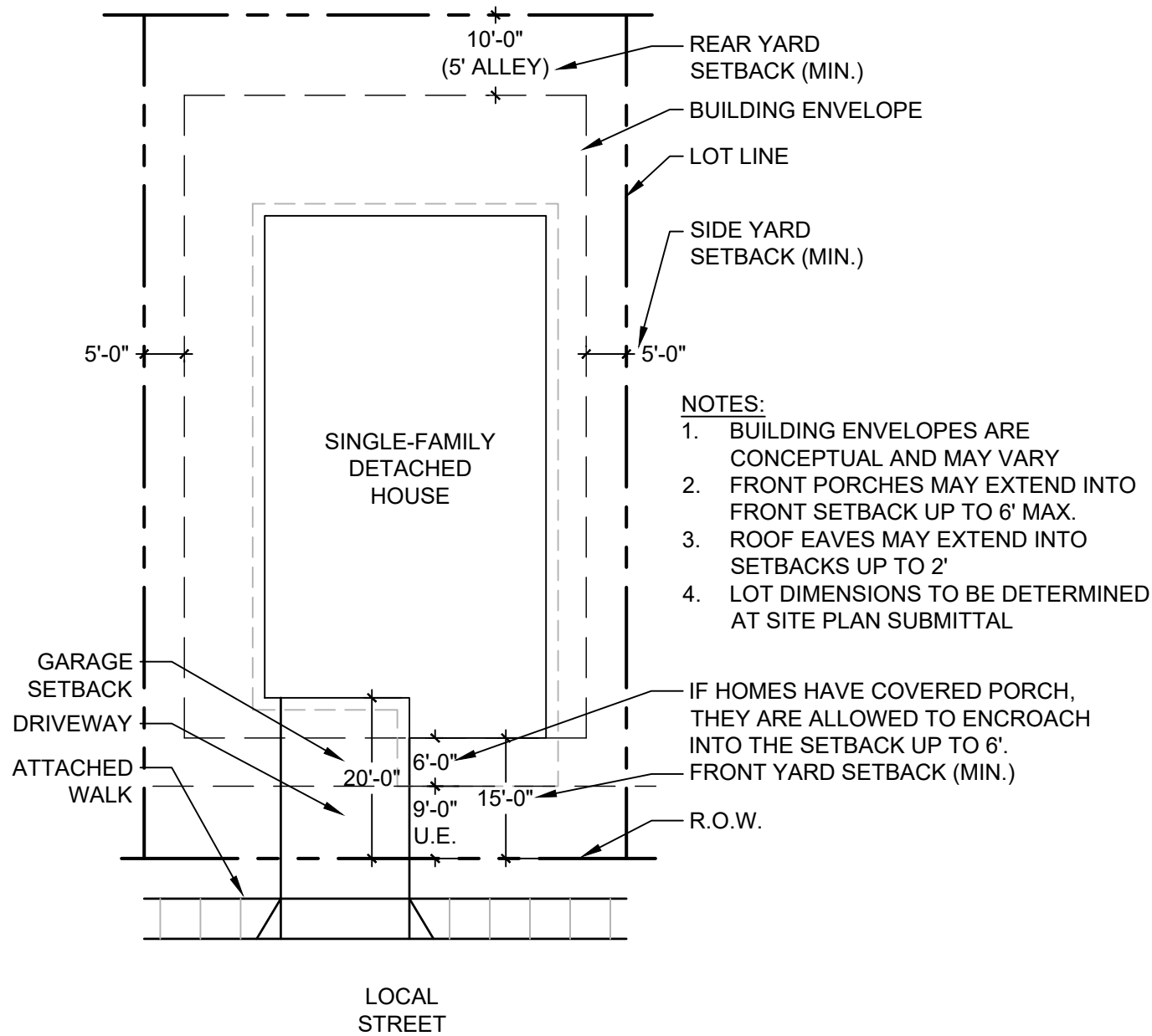
Plotted By: Russ Lee Layout: 3 ENCORE ODP SITE PLAN Printed On: 11/23/2021 1:51 PM File Name: Encore ODP.dwg

STANDARDS

SINGLE-FAMILY DETACHED	
MINIMUM OPEN SPACE	30%
MINIMUM LOT SIZE	4000 SF
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	15'
FRONT SETBACK TO GARAGE	20'
FRONT SETBACK TO SIDE LOADED GARAGE	10'
SIDE YARD SETBACK	5'
REAR YARD SETBACK (FRONT LOADED)	10'
REAR YARD SETBACK (ALLEY LOADED)	5'
SIDE (CORNER LOT) SETBACK	10'
SINGLE-FAMILY ATTACHED	
MINIMUM OPEN SPACE	30%
MINIMUM LOT SIZE	1300 SF
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	15'
FRONT SETBACK TO GARAGE	20'
FRONT SETBACK TO SIDE LOADED GARAGE	10'
SIDE YARD SETBACK	0
REAR YARD SETBACK (FRONT LOADED)	10'
REAR YARD SETBACK (ALLEY LOADED)	5'
SIDE (CORNER LOT) SETBACK	10'
BUILDING SEPARATION	PER FIRE CODE
MULTI-FAMILY	
MINIMUM OPEN SPACE	15% TO 25% (1)
MINIMUM LOT SIZE	NA
MAXIMUM HEIGHT	65'-85' (150' S.R.)
SETBACK TO BUILDING	15'
SETBACK TO GARAGE	10'
BUILDING SEPARATION	PER FIRE CODE
BUFFER LANDSCAPE TO COLLECTOR & LOCAL	10'
BUFFER LANDSCAPE TO ARTERIAL & MAJOR COLLECTOR	25'
LIGHT-INDUSTRIAL, FLEX & OUTDOOR ENTERTAINMENT	
MINIMUM OPEN SPACE	15%
MAXIMUM HEIGHT	(2)
SETBACK TO BUILDING	20'
SETBACK	20'
BUILDING SEPARATION	PER FIRE CODE
LANDSCAPE BUFFER	20'
RETAIL & OFFICE	
MINIMUM OPEN SPACE	15%
MAXIMUM HEIGHT	(2)
OFFSET	5'
SETBACK	5' (3)
BUILDING SEPARATION	PER FIRE CODE
LANDSCAPE BUFFER	15'

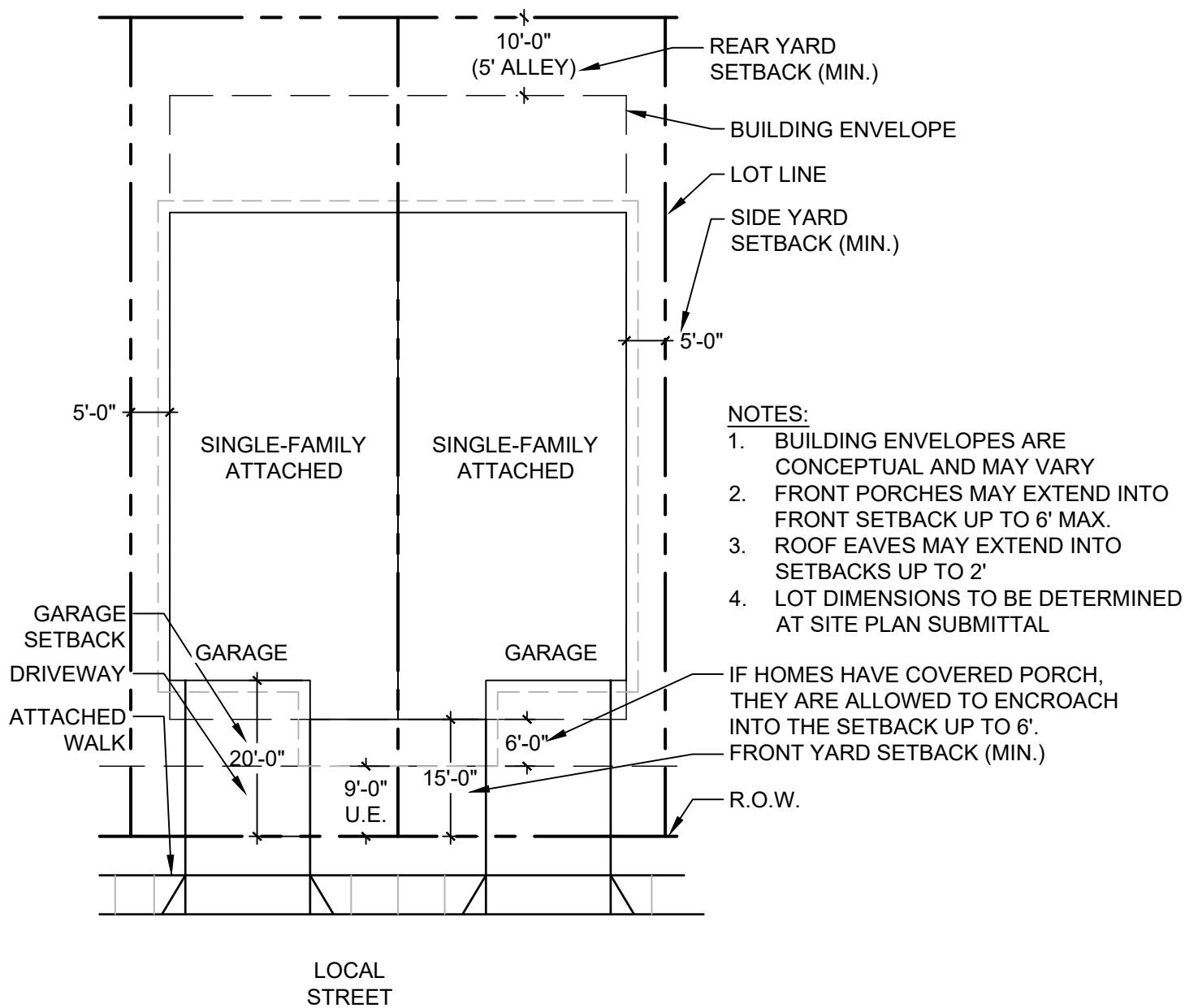
- (1) 15% SOUTH OF CANAL & 25% NORTH OF CANAL
(2) SEE SITE DATA TABLE ON SHEET 2 FOR HEIGHT
(3) 30' FROM SINGLE-FAMILY

- NOTES:
- ZERO LOT LINE CONFIGURATIONS MAY BE UTILIZED WHEN MAINTENANCE EASEMENT AND SIDE YARD EASEMENTS ARE EXECUTED.
 - FOR ANY STANDARDS NOT ADDRESSED ON THIS ODP, TOWN CODES, GUIDELINES AND STANDARDS SHALL APPLY.
 - NO MINIMUM DENSITY REQUIRED FOR RESIDENTIAL PARCELS.
 - ALL SETBACKS AND BUFFERS ARE FROM PROPERTY LINES.
 - REFERENCE DESIGN GUIDELINES FOR STREET SECTIONS.



SINGLE-FAMILY DETACHED STANDARDS

SCALE: 1"=20'-0"



SINGLE-FAMILY ATTACHED STANDARDS

SCALE: 1"=20'-0"

ENCORE JOHNSTOWN

ODP

JOHNSTOWN, COLORADO

PREPARED BY:



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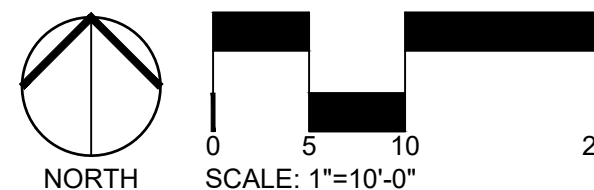
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ORIGINAL SIZE 24X36

ISSUED

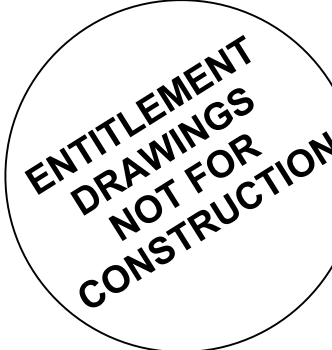
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-	-	-
-	-	-

ENCORE ODP SITE PLAN

SEAL:



PROJECT No.:	R21-012
DRAWN BY:	-
REVIEWED BY:	-

DRAWING NUMBER:



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Resolution 2021-48 Approving the Amended Design Guidelines for Encore P.U.D.

ACTION PROPOSED: Consider Resolution 2021-48 Approving the Amended Design Guidelines for Encore P.U.D.

ATTACHMENTS:

1. Vicinity Map
2. Resolution 2021-48
3. Proposed Encore ODP Amended Design Guidelines

PRESENTED BY: Kim Meyer, Director of Planning & Development

AGENDA ITEM DESCRIPTION:

On November 12, 2021, Town Council held a public hearing and approved Ordinance 2021-215, on first reading, approving the amended Encore Outline Development Plan (ODP) for approximately 310 acres located between High Plains Blvd.(LCR3) and Colorado Blvd. (WCR13), north of U.S. Highway 34.

Per recommendation of the Town Attorney, the Design Guidelines were separated from that ordinance to allow for a more streamlined process for amendments in the future.

The Planning & Zoning Commission held a public hearing on October 27, 2021, recommending approval to Town Council.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

The Community That Cares

johnstown.colorado.gov

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

RECOMMENDED ACTION:

Approve Resolution 2021-48 Approving the Amended Design Guidelines for Encore P.U.D.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-48 Approving the Amended Design Guidelines for Encore P.U.D.

For Approval with Conditions: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-48 Approving the Amended Design Guidelines for Encore P.U.D., with the following conditions, to be revised and updated prior to final publication:

a.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2021-48 as presented.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2021-48

APPROVING THE ENCORE DESIGN GUIDELINES

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, Encore HoldCo, LLC, a Colorado limited liability company, submitted an application to the Town for approval of design guidelines dated December 13, 2021 (“Encore Design Guidelines”) for Encore Johnstown, a subdivision located in the South Half of Section 12, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 310.66 acres (“Property”); and

WHEREAS, on October 27, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Encore Design Guidelines; and

WHEREAS, on November 15, 2021, the Town Council held a public hearing concerning the Encore Design Guidelines; and

WHEREAS, based upon the evidence received at the public hearing, the Town Council finds that the Encore Design Guidelines are in the best interests of the Town and desires to approve the Encore Design Guidelines.

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

Section 1: The Encore Design Guidelines, dated December 13, 2021, attached hereto and incorporated herein by reference as Exhibit A, are hereby approved and adopted.

Section 2: The Encore Design Guidelines adopted herein shall supersede and replace previously adopted design guidelines for the Property.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

ENCORE

DESIGN GUIDELINES

December 13, 2021

DEVELOPER:

Caliber, CO
Roy Bade, Chief Development Officer
480-398-4594

OWNER'S REPRESENTATIVE:

EPS Group
Daniel "Ox" Auxier, PE, Principal
1130 North Alma School Road, Suite 120
Mesa, AZ 85201
480-352-3431

CIVIL ENGINEER:

TST, Inc. Consulting Engineers
Johnathan Sweet, PE, LEED AP
748 Whalers Way, Suite 200
Fort Collins, CO 80525
970-226-0557

TRAFFIC ENGINEER:

Marie Thoming, PE
Horrocks, Engineers
2162 W Grove Parkway, Suite 400
Pleasant Grove, Utah 84062

PLANNER/LANDSCAPE ARCHITECT:

Ripley Design, Inc
Russell Lee, PLA, LEED AP
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
970-224-5828

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1.0 Introduction

1.1 PURPOSE AND INTENT OF THE GUIDELINES

Encore is a master-planned community located along Highway 34 approximately 1.5 miles east of Interstate 25. In the growing Northern Colorado area, it is important to provide design guidelines that maintain the unique character and principles of the development and reflect the importance of the larger regional context. The purpose of the overall development guidelines is to provide a manual to ensure that the character of Encore is maintained throughout the development and provide instruction on acceptable site planning, circulation, streetscapes, parking, open space, landscaping, signage, site furnishings and lighting.

The design guidelines should be utilized by residents, developers, designers, architects, engineers, and planners to find design, construction, and maintenance information for the community. Section 1 contains the vision, site opportunities and constraints, proposed land use plan and information regarding submittal information for design review by the Encore Design Review Committee (DRC) and the Town of Johnstown (JRC). Community-wide design elements that convey the character of Encore are located in Section 2. The General Design Guidelines (Section 3) apply to all development and specific types of development requirements are located in Section 4. Civic uses should follow the guidelines for the areas in which they are located and will be reviewed on a case by case basis. Definitions can be found in the last section.

The Design Guideline sections are as follows:

- Introduction
- Community-Wide Design Elements
- General Design Guidelines for Development
- Guidelines Specific to Land Use Type
- Definitions

The Preliminary and Final Development Plans, preliminary and final plats and other development entitlement documents for Encore have been approved or require approval by the Town of Johnstown. These documents should be reviewed specifically for each development.

In addition, all developments within Encore are subject to the performance standards and guidelines that are contained in this document. In cases where this document or the approved development entitlement document for a given property is silent, the Town of Johnstown standards and regulations, in place at the time of project submittal, shall apply. Interpretation of conflicts within the zoning documents and the land use code shall be resolved by the Johnstown Board of appeals. The Land Use map included in this document is a summary of the types of land uses that are envisioned and corresponds to the specific design guideline sections in this document. All guidelines and standards are subject to the reasonable discretion of the DRC and JRC, which shall make a final determination in good faith.

The provisions of these Guidelines shall supersede any conflicting provision of the Johnstown Municipal Code and may only be modified to protect the health, safety, and welfare of the general public by the Town Board following at least thirty (30) days written notice to the record owner of any real property effected by the modification.

1.2 THE VISION

The vision for Encore is that of a high quality regional commerce center and mixed-use community that responds to the needs of the area and market forces, integrates with the natural environment, and provides vibrant places for people to shop, work, live and socialize. Encore will perform as a live, work, commerce concept that allows land uses such as residential, office, retail and schools to relate to one another in an attempt to promote a mixed-use community. The character of the development is conveyed in the streetscape and signage allowing uses to express their individual themes without taking away from the overall development character. Key intersections will allow for landmarks that add to the development's character and provide interest on both the vehicular and pedestrian level. In order to create a vibrant environment, Encore will be a pedestrian friendly development through the design of a connected pedestrian circulation system, streetscapes with an enhanced pedestrian environment and treatments at intersections that allow for safe pedestrian crossings.

1.3 SITE DESCRIPTION

The Encore site is ideally located near the intersection of I-25 and US 34 on land that has historically been used for farming. The site is bordered on the south by Highway 34, both a natural amenity and open space asset. Other open space areas occur adjacent to a the existing irrigation canal. The site is relatively flat, as typically is the case for farmland, and features prominent views from the highway into the site and from the site out to mountains. Major vehicular access points are located along Highway 34 ,High Plains Boulevard and Colorado Boulevard. Proposed access points are illustrated in the proposed land use plan. Existing utility easements and rights-of-way are discussed in Section 3.2.

1.4 PROPOSED LAND USE

The proposed land use plan illustrates areas for development by breaking them down into categories. Categories may include more than one use; however, each use shall follow the general design guidelines as established in the following two sections, as well as the guidelines for specific uses established in Section 4. The following text describes allowable uses as shown on the Proposed Land Use Plan.

Land Use	Min. Open Space	Building Setback	Side Setback
Single-Family Residential	30%	15' front & 10' rear	5'
Multi-Family Residential	15% South of Canal & 25% North of Canal	See note 1 below	See note 1 below
Retail & Office	15%	See note 2 below	See note 2 below
Light Industrial, Flex & Outdoor Entertainment	15%	20'	20'

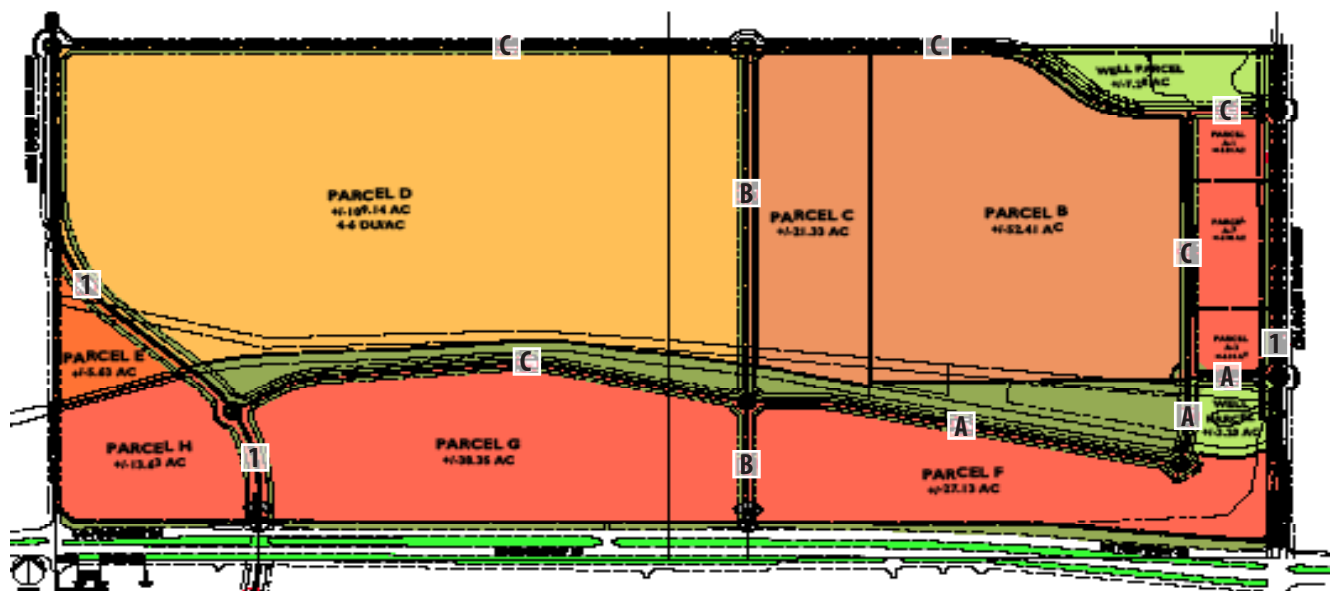
1. MultiFamily setbacks- -25' side and rear setback from property line and 5' front setback in parcel's C, B and A. In Parcel's E,F,G and H- front setback shall be 5' min. side and rear setback shall be 5' min for stand alone multifamily buildings. -For mixed use residential buildings the front set back shall be 5' min and 0' for side and rear setbacks when a part of a mixed use building or in line commercial

2. Retail and Office setbacks- For stand alone buildings front setback shall be 5' min. side and rear setback shall be 5' min. -For in-line or condo buildings the front set back shall be 5' min and 0' for side and rear setbacks..

1.5 LAND USES

The land uses recorded on the following pages show the general intent within each land use category. The lists contain specific examples fo

Parcel	Area	Acres	Land Use	Notes
PARCEL A	1.1444	1.14	OFFICE/COMMERCIAL	
PARCEL B	1.1444	1.14	OFFICE/COMMERCIAL	
PARCEL C	1.1444	1.14	OFFICE/COMMERCIAL	
PARCEL D	1.1444	1.14	OFFICE/COMMERCIAL	
PARCEL E	1.1444	1.14	OFFICE/COMMERCIAL	
PARCEL F	1.1444	1.14	OFFICE/COMMERCIAL	
PARCEL G	1.1444	1.14	OFFICE/COMMERCIAL	
PARCEL H	1.1444	1.14	OFFICE/COMMERCIAL	
OPEN SPACE	1.1444	1.14	OPEN SPACE	
WETLANDS	1.1444	1.14	WETLANDS	



1.5.1 RESIDENTIAL PRINCIPAL USES

- A. Single-family detached dwellings
- B. Single-family attached dwellings

1.5.2 RESIDENTIAL SECONDARY USES

- A. Fee simple townhomes
- B. Condominiums

1.5.3 PUBLIC PARKS AND RECREATION AREAS

- A. Public recreation

1.5.4 RESIDENTIAL PERMITTED ACCESSORY USES

- A. Private garages and paved parking areas
- B. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools and tennis courts
- C. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
- D. Service buildings and facilities normally incidental to the use of a park or recreation area
- E. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.5 MULTI-FAMILY RESIDENTIAL USES

- A. Multi-family dwellings including by way of example apartments, condominiums, lofts, flats, rowhomes, and townhomes.
- B. Private recreation
- C. Private clubhouse, club, and lodge
- D. Mixed-Use buildings containing both commercial and residential uses.

1.5.6 MULTI-FAMILY RESIDENTIAL PERMITTED ACCESSORY USES

- A. Leasing or sales offices and facilities.
- B. Maintenance shop and facilities.
- C. Private garages, parking structures, and paved parking areas.
- D. Storage facilities for on-site residents.
- E. Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools, basketball courts, playgrounds, and tennis courts
- F. Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
- G. Service buildings and facilities normally incidental to the use of a public park or recreation area
- H. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.7 RETAIL PRINCIPAL USES

- A. Retail stores including, but not limited to, food stores, delicatessen, bakery goods store, liquor store, hardware store, drugstore, regional department stores, general merchandise, grocery, clothing, membership and wholesale clubs, showroom warehouse, sporting goods, specialty shops etc.
- B. Customer service establishments including, but not limited to, barber and beauty shops, restaurants and/or bar, drive-thru and drive-in restaurants, shoe repair shop, coin-operated laundromat and dry-cleaning establishment, fine art studio, etc.
- C. Banks and financial institutions
- D. Medical and dental clinics and other health care
- E. Commercial lodging
- F. Travel Centers
- G. Theater, performance and music venues, both indoor and outdoor.
- H. Rental and servicing establishments. Minor repair of consumer products like musical instruments, tools, appliances, cell phones, computers etc.
- I. Passenger transportation terminals
- J. Convenience/gasoline service stations and travel centers
- K. Motor vehicle sales, parts and service
- L. Retail sales of furniture, fixtures, equipment, home supplies and hardware
- M. Health clubs, exercise establishments, and recreation facilities
- N. Mixed-Use buildings containing: (i) a combination of commercial uses or (ii) a combination of commercial and residential uses, provided that residential uses shall not exceed 50% of the Gross 1st Floor Building Area, excluding any internal or structured parking facilities.
- O. Indoor and/or outdoor and family entertainment and/or recreation facilities

1.5.8 RETAIL PERMITTED ACCESSORY USES

- A. Garages for storage of vehicles used in conjunction with the operation of business
- B. Brewing and/or distillation of alcoholic beverages in conjunction with the operation of a restaurant, bar or tap room
- C. Off-street parking and loading areas
- D. Commercial parking facilities

1.5.9 OFFICE PRINCIPAL USES

- A. Business and professional offices
- B. Banks and financial institutions
- C. Call centers
- D. Hospitals, surgery centers, skilled nursing centers, medical and dental clinics and other health care
- E. Public administrative offices and service buildings
- F. Public utility offices and installations
- G. Public library
- H. Private club or lodge

- I. Research and development, laboratories
- J. Commercial lodging
- K. Passenger transportation terminals
- L. Vocational and trade schools, colleges and universities, distance learning, early childhood and daycare.
- M. Elementary, Middle, Junior and Senior High Schools. Outdoor storage will be allowed for storage of components necessary for school use
- N. Laboratory and research facilities

1.5.10 OFFICE PERMITTED ACCESSORY USES

- A. Garages for storage of vehicles used in conjunction with the operation of business
- B. Off-street parking and loading areas
- C. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
- D. Commercial parking facilities

1.5.11 LIGHT INDUSTRIAL PRINCIPAL USES

- A. Manufacturing, assembly, processing and fabrication plants
- B. Transportation terminals, including trucking
- C. General warehousing
- D. Brewing and distillation of alcohol
- E. Distribution centers
- F. Data centers
- G. Experimental, testing and research laboratories
- H. Printing and publishing houses and related activities
- I. Automobile repair shops, motor vehicle storage, repair and/or service
- J. General contractors and special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
- K. Public utility offices and installations
- L. Self, mini and other similar enclosed storage facilities

1.5.12 LIGHT INDUSTRIAL ACCESSORY USES

- A. Office, enclosed storage, power supply, warehouse distribution and other such uses normally auxiliary to the principal industrial use. Outdoor storage will be allowed for storage for necessary components of production. Outdoor storage shall be screened according to section 3.22.8.
- B. Parking and service areas
- C. Residential quarters for guards or caretakers
- D. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
- E. Outside storage with screening as specified in section 3.1.6

1.5.13 FLEX PRINCIPAL USES

- A. Experimental, testing and research laboratories
- B. Printing and publishing houses and related activities
- C. Special trades contractor
- D. Special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
- E. Public utility offices and installations
- F. General administrative offices
- G. Business and professional offices
- H. Public administrative offices and service buildings
- I. Public utility offices and installations
- J. Call centers
- K. Passenger transportation terminals
- L. Data Centers
- M. Mini-storage facilities
- N. Enclosed Climate Controlled Storage Facilities
- O. Brewing and distillation of alcohol

1.5.14 FLEX ACCESSORY USES

- A. Office, enclosed storage, power supply and other such uses normally auxiliary to the principal industrial use. Outdoor storage will be allowed for storage for necessary components of production
- B. General warehousing
- C. Distribution centers
- D. Parking and service areas
- E. Residential quarters for guards or caretakers
- F. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.5.15 OUTDOOR AND INDOOR FAMILY ENTERTAINMENT

- A. Restaurant
- B. Offices
- C. Educational classrooms
- D. Facilities for games of skill, athletic competition, and/or recreation (for example driving ranges, bowling alleys, ice rinks, swimming), electronic entertainment

1.5.16 OPEN SPACE PRINCIPAL USES

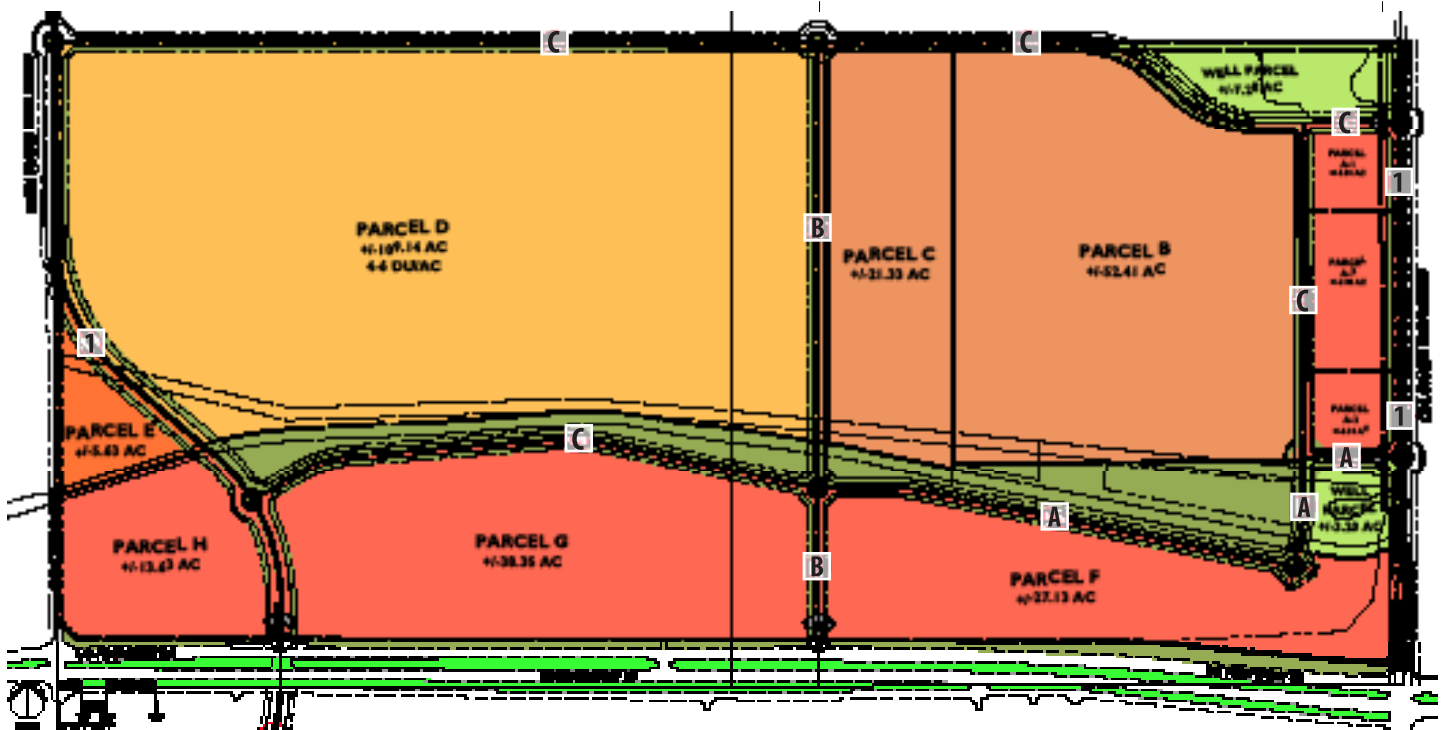
- A. Public or private parks and recreation areas
- B. Public, private, commercial and private group outdoor recreational facilities
- C. Buffers
- D. Trails
- E. Native areas
- F. Wildlife habitat

1.5.17 OPEN SPACE ACCESSORY USES

- A. Service buildings and facilities normally incidental to the use of a public park and recreation area
- B. Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

2.0 Land Use Plan

SITE DATA				
PARCEL	APPROX. GROSS AREA (SF)	APPROX. GROSS AREA (AC)	ANTICIPATED USES	BUILDING HEIGHT
PARCEL A	548,862	12.60	RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL B	2,283,096	52.41	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL C	929,217	21.33	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL D	4,753,994	109.14	RESIDENTIAL & OPEN SPACE	35' MAX.
PARCEL E	245,445	5.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL F	1,181,851	27.13	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL G	1,670,385	38.35	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
PARCEL H	593,771	13.63	MULTI-FAMILY, RETAIL, OFFICE, LIGHT INDUSTRIAL, FLEX, FAMILY ENTERTAINMENT & OPEN SPACE	85' MAX. (150' WITH SPECIAL REVIEW)
OPEN SPACE	869,022	19.95		
WELL PARCELS	456,508	10.48		
TOTAL	13,532,151	310.66		



2.6 Design Review Committee & Procedures for Submittals & Approvals for Development Projects

Johnstown and the Property Owners agree to develop and agree to performance standards for the purpose of addressing design considerations including architectural, site planning, landscaping, streetscape and sign elements for land uses within Encore. Encore Design Guidelines are the performance standards and serve as the design standards for the Encore Master Association.

The following outlines the successive processes for submittals and approvals for development projects. Projects must first be submitted to the Encore Design Review Committee (DRC) before submitting to the Johnstown Review Committee (JRC). After approval is gained by both the DRC and the JRC, the project may be submitted for building permit application.

2.7 ENCORE DESIGN REVIEW COMMITTEE (DRC)

The purpose of the DRC is to ensure proposed developments meet the standards as established in the Design Guidelines in order to maintain a consistency of planning and design for the entire project. The Encore Design Guidelines legally apply to all land that is part of Encore, regardless of ownership, and are in addition to the zoning and land use regulations of local government. The Design Guidelines and supporting documents are administered and enforced by the DRC, which shall consist of the following five members: one Civil Engineer with a minimum of ten years of experience in land planning or development, one Landscape Architect/Architect/Planner with a minimum of ten years of experience in land planning or development, two Encore development property owners and one representative from a commercial real estate brokerage or development company with a minimum of ten years of experience.

2.7.1 DRC APPROVAL PROCESS

Any proposal to construct, modify or demolish improvements within Encore must have plan approval from the DRC prior to commencement, and following

DRC approval must also receive administrative approval, in accordance with these design guidelines, from the Town of Johnstown Planning & Development Director. The DRC's review and approval process also applies to signage, changes in property use, and maintenance activities that take place on, or with respect, to property that is part of Encore. After the DRC approves a plan submittal, an applicant may proceed with a project, but only in strict compliance with the terms and conditions of approval. The DRC may perform periodic site inspections, both during development and on an ongoing basis thereafter to ensure compliance.

The DRC meets as needed with submittals, and projects are placed on a formal meeting agenda only after applications have been submitted at least two weeks prior to a meeting. Formal presentations to the DRC are mandatory for most development projects, however, most details are reviewed through informal meetings with the DRC representatives. This process is designed to expedite the preparation and approval of the plans for any specific site where development is contemplated. There are three phases in the development approval process.

DRC process includes:

- Pre-design Conference
- Design Development (includes plans and elevations)
- Final submittal

Approval is contingent upon the submittal of materials and payment of any designated fees or expenses, and favorable review. A "Notice of Committee Action" letter from the DRC will be sent to each applicant within a maximum of thirty (30) days after the date of the submittal. This notice will state whether approval or disapproval has been granted and outline any conditions associated with the ruling.

Review fees may be required for all DRC submittals and shall be paid for the phase scheduled for review on or before said review. If the DRC requires that the applicant attend additional meetings with a DRC member or consultants due to incomplete, inadequate or improper submittals, then the applicant shall be responsible for paying the full costs of such services. No written confirmation of a DRC action will be issued until all appropriate fees have been paid. A current schedule of fees is contained in the submittal procedures packet.

2.8 JOHNSTOWN REVIEW COMMITTEE (JRC)

The Town's Review Committee will be composed of members prescribed by Johnstown Municipal Code, or currently established process. The Design Review Committee may seek the assistance of any other Town employee or consultant whose expertise is necessary to review the application. All Town subdivision and re-subdivision requirements, building codes, permits and fees, as adopted by the Town, do apply.

2.8.1 JRC APPROVAL PROCESS

All individual development projects in Encore shall be reviewed and approved by the Town pursuant to this approval process. This approval process shall supersede and replace all other Town approval processes for land use developments set forth in the Town of Johnstown's Zoning Code, Comprehensive Plan and any other applicable Municipal Ordinance provisions.

2.8.2 PRE-APPLICATION

The applicant shall schedule a pre-application conference with the Town Planner prior to submittal of any project proposal. The intent of this initial meeting shall be as follows:

- A. To informally discuss the overall context and development objectives for the proposed project.
- B. To review how the project has interpreted the guidelines and criteria for development of the project as set forth in the Design Guidelines.
- C. To review a sketch plan and architectural design concepts prepared by the applicant which illustrates overall site development and major site development components. The sketch plan is intended to be a very preliminary sketch of the development concept and not a formal site plan.

2.8.3 FINAL DEVELOPMENT PLAN SUBMITTAL AND PROCESS

All development projects shall be submitted in compliance with current Town standards and codes. Accompanying the application shall be all required fees as well as a certification from the Encore DRC stating that the development as proposed in the application meets all the applicable standards and guidelines of the Encore Design Guidelines. The application shall be reviewed for completeness within seven (7) working days of filing. If the Town determines that the application is complete, the application shall then be reviewed by the JRC. If the Town determines that the application is incomplete, the Town shall specify in writing the specific ways in which the application is insufficient or incomplete. The JRC shall review the application for conformance with all of the applicable terms and conditions of the Encore Design Guidelines. Said review shall be completed within 90 days for site plans (subdivisions will be subject to public hearing and not part of the 90 day time frame). Review periods for site plans shall be 21 days. Said 90-day period may be extended in writing by the applicant.

Review of the application by the JRC is administrative in nature for the purpose of determining that the proposed development as set forth in the application complies with the terms and conditions of the Encore Design Guidelines. The JRC has the right to grant variances to the Encore Design Guidelines based upon the applicant's ability to demonstrate innovative approaches to design solutions, or future market conditions which the Committee feels is advantageous to, and in conformity with, the intent of the Encore Guidelines. In no event shall the JRC grant a variance to the permitted uses in a development parcel.

2.9 JRC APPROVAL

The JRC shall approve the application if it complies with the applicable terms and conditions of the Encore Design Guidelines. The JRC may approve the application with conditions. Said conditions shall be specifically related to compliance with standards and guidelines in the Encore Design Guidelines and any and all applicable codes, standards, and regulations. If not addressed within the Encore Design Guidelines the latest Town of Johnstown standards, codes and regulations shall apply. In the event the JRC determines that the proposed development in the application does not comply with the Design Guidelines, the JRC shall specify in writing the specific reasons in which the application does not meet the applicable criteria.

2.10 JRC APPEALS

The decision of the JRC may be appealed by the applicant to the Johnstown Town Council. The appeal shall be in writing and shall be made within forty-five (45) days of the date of the transmittal of the JRC's decision. The Johnstown Town Council shall hear the appeal within forty five (45) days of the filing of the appeal by the applicant. The decision of the Johnstown Town Council on the appeal shall be final.

2.11 ADDITIONAL CRITERIA & UPDATES

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

2.12 VARIANCES

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

2.13 FINAL PLAN AMENDMENTS

Amendments to final plans must be approved by the DRC and JRC.

2.14 RELATIONSHIP TO OTHER DOCUMENTS

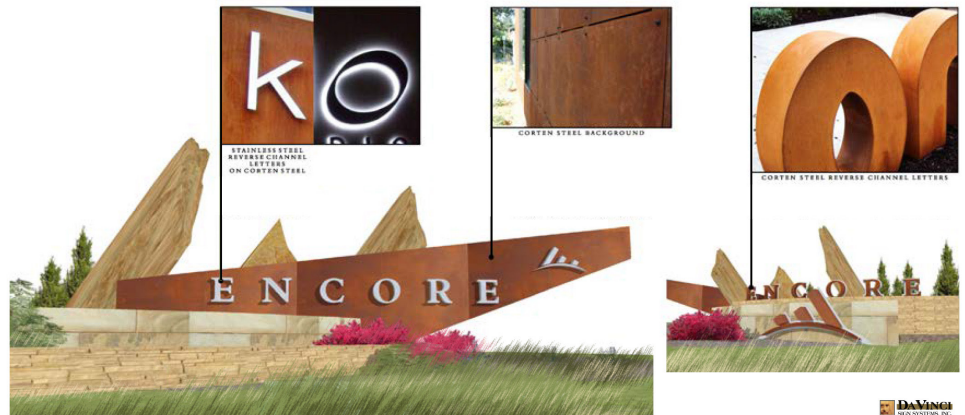
The Design Guidelines establish the guiding principles for review and processing of each development. There are other documents that were used as reference for the Design Guidelines or may be referred to for information not found within the Design Guidelines. The version currently in place at the time the project is submitted.

- A. Town of Johnstown Municipal Code
- B. Town of Johnstown Comprehensive Plan- April 1, 2001
- C. Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan-May 2003
- D. Town of Johnstown Landscape Standards and Specifications
- E. Johnstown Criteria and Construction Regulations-April 2004
- F. Johnstown Transportation Plan
- G. Governing Documents of the Encore Master Association

2.15 OVERALL DESIGN ELEMENTS

2.15.4 IMAGE FRAMEWORK PLAN

The image framework plan illustrates the locations of the community identification elements within Encore. Two primary entrance signs are located along US 34 to create a gateway and emphasize entrances for people going east from I-25 and people driving west along US 34. The secondary entrances will benefit more local traffic and address the minor roadway entrances to the development. Landmark and high-image intersections also help develop the character of the area. These intersections may contain showy landscaping, decorative walls, art and overall exhibit an increased decorative character than other minor intersections. By creating a hierarchy of intersections, people will be able to use the decorative elements as a way-finding device.



2.15.5 ENCORE SIGNAGE SYSTEM

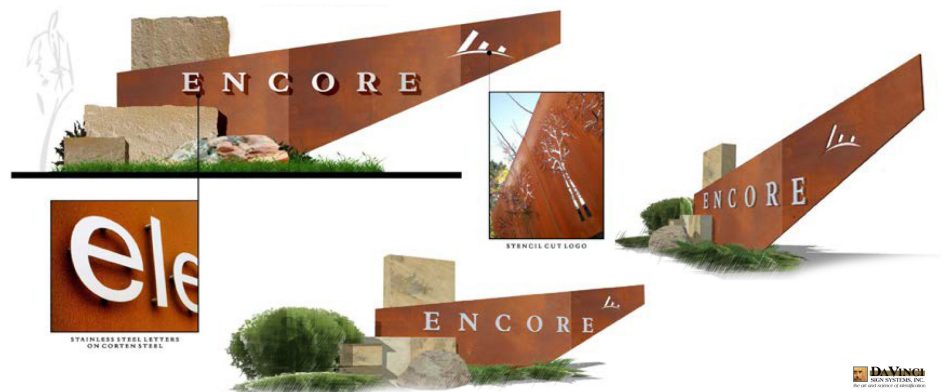
All community identity signs for Encore will be located in signage and landscape easements and outside of the public ROW. See Image Framework Plan for the location of signage.

2.15.6 PRIMARY ENTRY SIGN

Primary entry signs are located at the intersections of High Plains Blvd & US 34 and Colorado Blvd & US 34.

2.15.7 SECONDARY ENTRY SIGN

Secondary entry signs will be located at High Plains Blvd & east/west road.



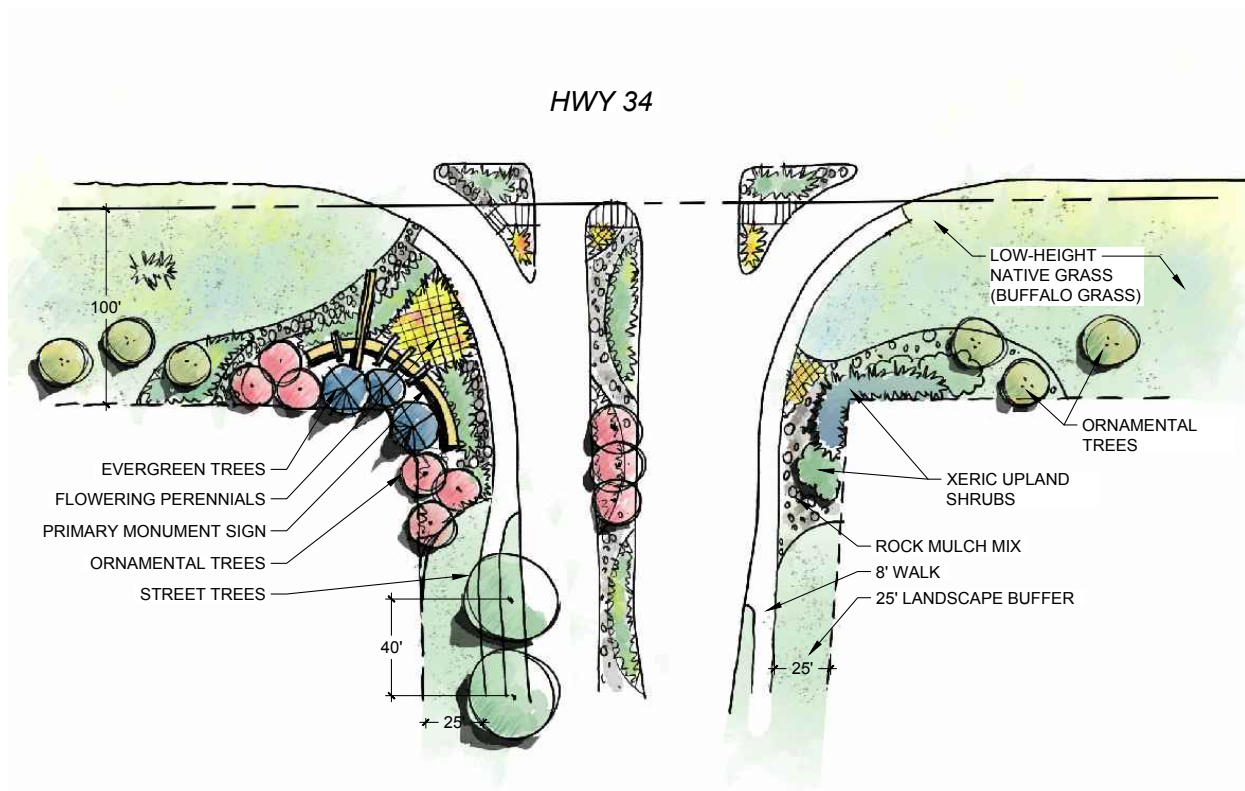
2.16 STREETSCAPE DESIGN

2.16.1 ENTRIES

Encore entries will contain both signage and landscaping that tie into the overall development streetscape design. The framework plan illustrates the major and minor entries into the site. Because the design of US 34 will be changing in the future, the alignment of entry signs along this highway will be set back from the existing alignment.

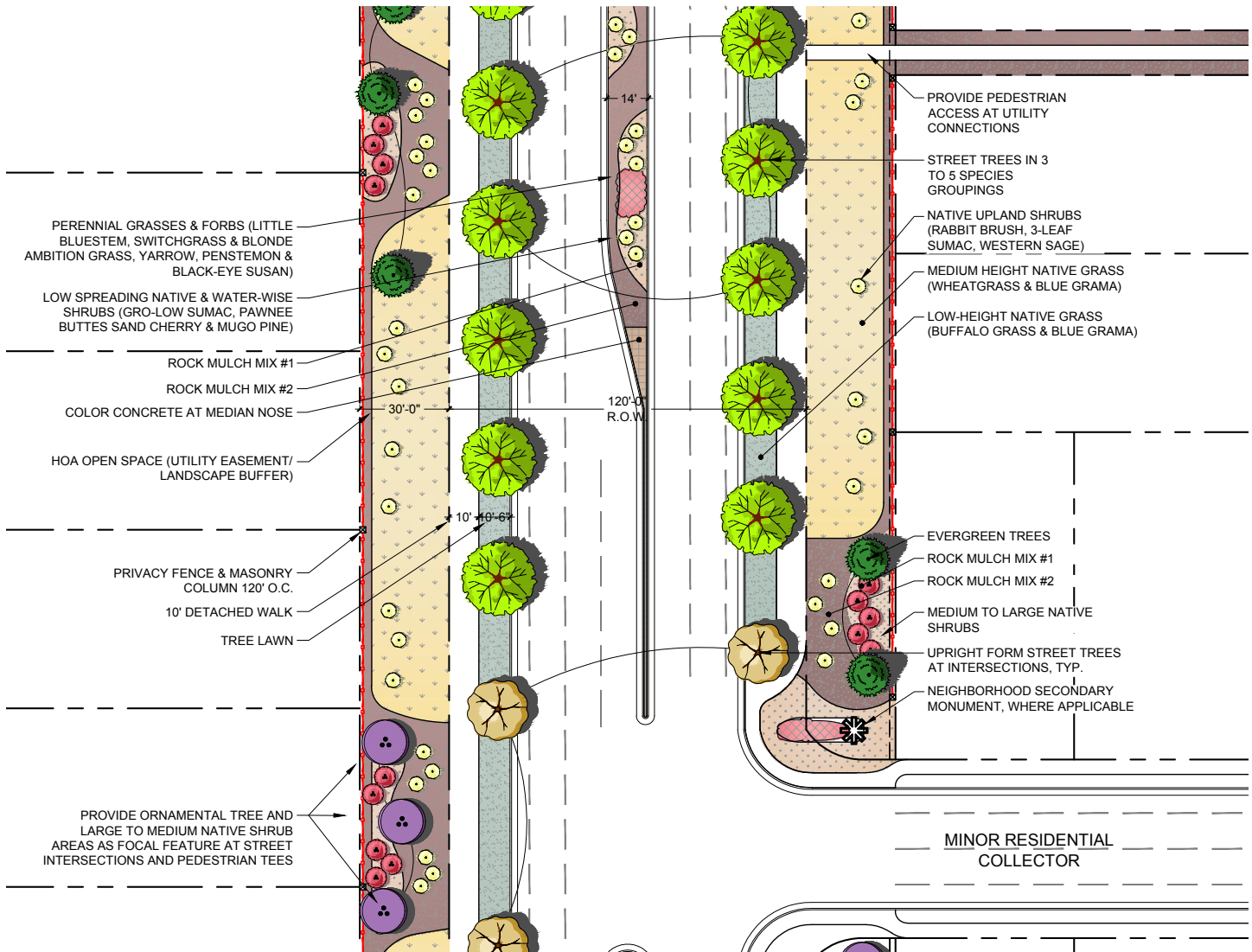
2.16.2 US 34

In order to create an appropriate landscape corridor along US 34 that can be perceived at highway speeds, large masses of trees and shrubs are required. The right-of-way will be primarily drought-tolerant landscaping. This treatment will transition to bands of shrub/perennial beds and tree groupings that meander from just inside the ROW to the private property and back. The goal is to avoid a straight-line treatment at the edge of the ROW.

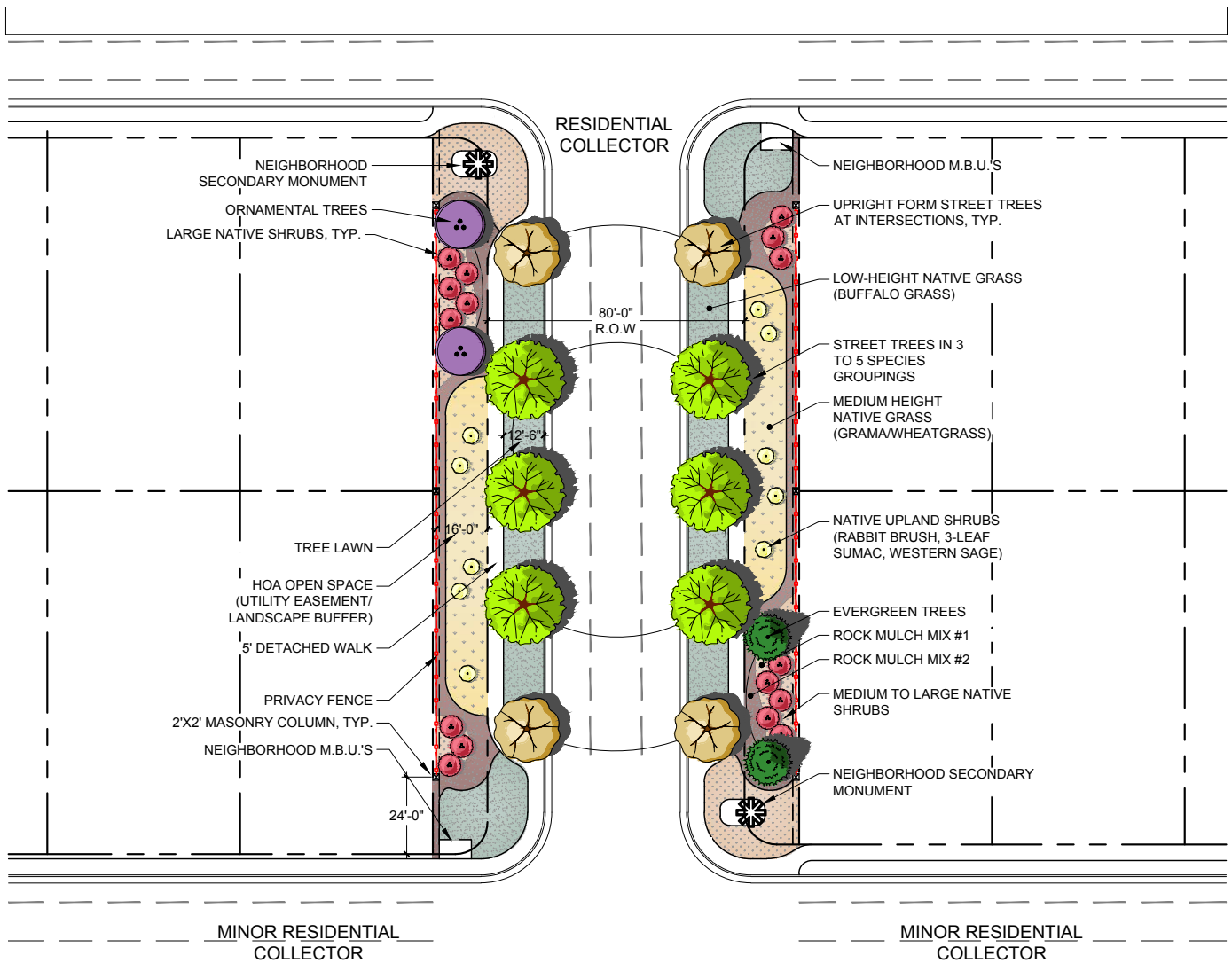


2.16.3 ARTERIALS AND COLLECTORS

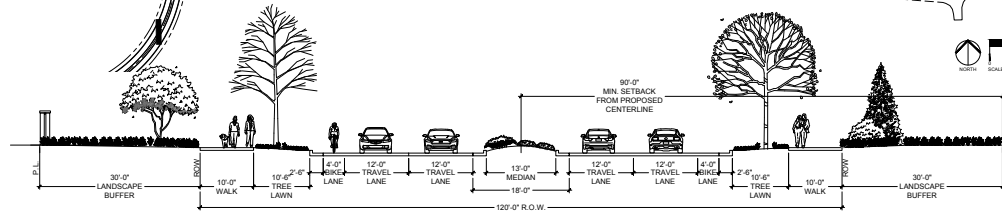
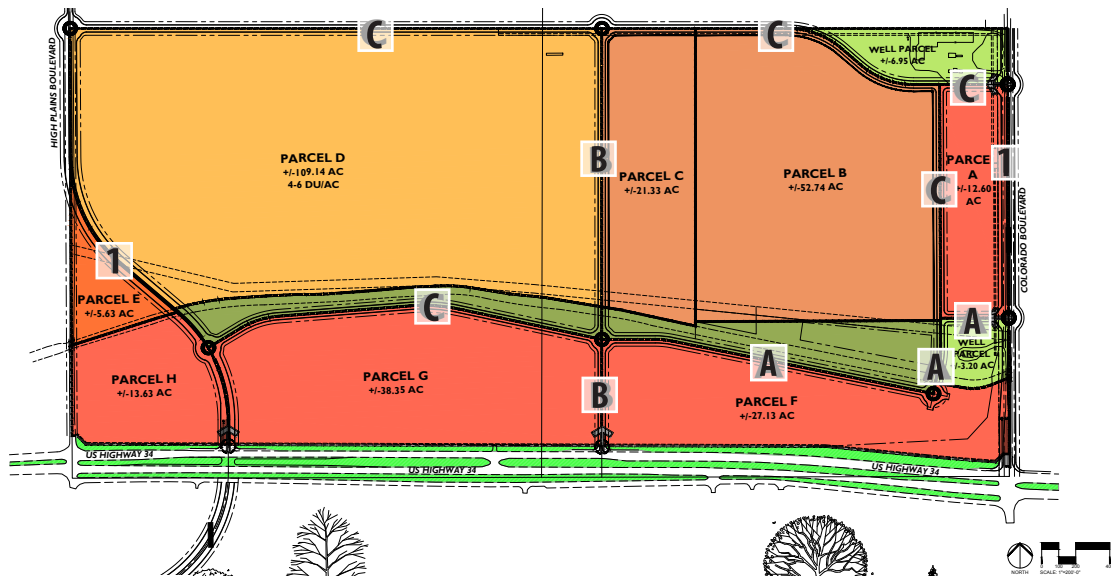
Due to the size of the development, planting of arterial and collector streets will be treated in a similar fashion in order to create a unified and significant streetscape image. The streetscape design emphasizes xeriscape principles and a unique look that sets Encore apart. A varying mix of deciduous trees will be planted in alternating rows in order to create a pleasant pedestrian experience. Both drought-tolerant turf and stone will be used for the ground-cover in order to minimize water usage, reduce maintenance, and provide contrasting textures and colors. Shrubs will be planted in masses within areas to emphasize the streetscape forms, screen cars and provide landscape interest. Occasional boulders located along the streetscape will add visual interest as well as tie sign materials into the streetscape. Medians will be planted in a similar fashion or will be constructed of colored & stamped concrete.



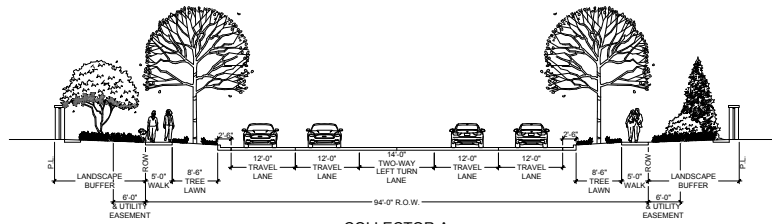
ARTERIAL STREET PLAN



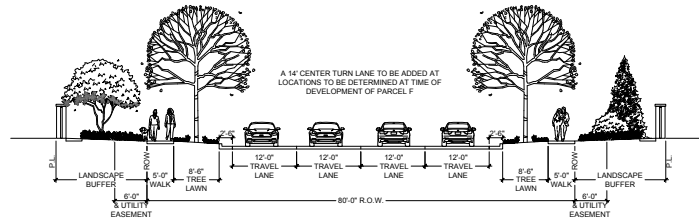
COLLECTOR STREET PLAN



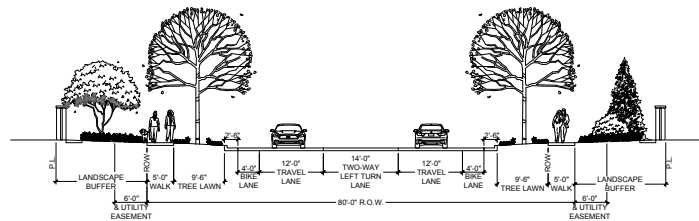
ARTERIAL - 1



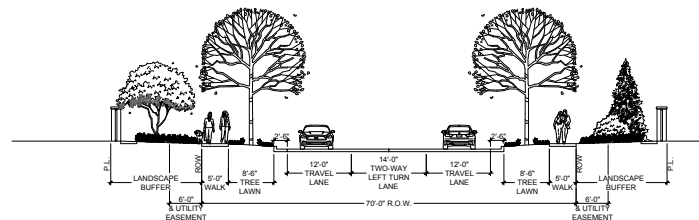
COLLECTOR A
W/CENTER TURN LANE



COLLECTOR A
W/OUT CENTER TURN LANE



COLLECTOR B



COLLECTOR C
W/CENTER TURN LANE

2.17 LANDSCAPE GUIDELINES FOR PUBLIC PROPERTY

2.17.1 ARTERIAL RIGHTS-OF-WAY

The developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Arterial landscaping is intended to provide an overstory street canopy along arterial streets and a landscaped area between the street and pedestrian areas. The right-of-way will be landscaped with at least one (1) tree for every fifty (50) linear feet of right-of-way and 50% of the landscape areas shall be covered with plant material within five (5) years of installation.

- A. Trees will be placed to create a street tree canopy that provides an aesthetic gateway along arterial streets and also functions to cool streetpavement.
- B. No single tree species may constitute more than 25% of all trees, either on a specific site or ROW landscaping associated with a project.
- C. Xeric landscape design and principals are encouraged
- D. Arterial or Expressway Rights-Of-Way that is also a State or Federal Highway. This section is intended to provide as close to the full arterial landscaping requirement as allowed or recommended by the Colorado Department of Transportation (CDOT).
- E. Collector Street Rights-Of-Way. The developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Collector street landscaping is intended to provide an overstory street canopy along collector streets and a landscaped area between the street and pedestrian paths.
- F. Overstory/shade trees will be provided between the curb and the sidewalk with at least one (1) overstory/shade tree for every fifty (50) linear feet of right-of-way.
- G. 50% of the landscape areas shall be covered with plant material within five (5) years of installation.
- H. Xeric landscape design and principals are encouraged
- I. Arterial ROW landscaping shall be completed at time of road construction.

2.17.2 GUIDELINES FOR PRIVATE DRIVES

- A. All Private Drives to be a part of new development shall be constructed to full section width including full depth asphalt, curb and gutter along both sides.
- B. Where Private Drives are existing, and adjustments or damage occurs due to new development, such new developments are responsible for patching and repairing the drives per Town Standards.
- C. Alternate materials such as grass pavers may be approved for emergency access lanes not used for primary traffic at the discretion of the DRC /JRC, the Town and Loveland Fire and Rescue Authority.

2.17.3 PARKS, OPEN SPACE, REGIONAL DETENTION AND NATURAL AREAS

- A. Parks, trail, and open space shall be in conformance with the needs of the Town, as well as all applicable standards, specifications, and codes, at the time of project submittal.

3.0 General Design Guidelines for Development

3.18 SITE ENGINEERING

This section applies to all development within Encore and contains specific information on performance standards and guidelines for the design of public areas and private property, construction practices, landscape maintenance and the acceptable plant palette. In utilizing these regulations, one should remain flexible in approach to site design given the characteristics of the site, the nature of the use and the intent of these standards.

3.18.1 SITE PLANNING & DESIGN

Site Design, Building Placement and Orientation

- A. Minimize environmental impact through sensitive design and mitigation.
- B. If possible, orient the long axis of the buildings north-south to avoid winter ice conditions created by long north-facing facades.
- C. Utilize trees to maximize shade in summer and reduce heat gain of paved surfaces.

3.18.2 STORM DRAINAGE

The goal of the design of sites is to minimize runoff and design needed storm drainage systems to meet basic engineering requirements while using the most current technology to improve the quality of the storm water before it reaches natural systems that may be affected by poor water quality. This philosophy reduces infrastructure costs, increases groundwater recharge and improves the environment.

- A. Site drainage shall be compatible with adjacent property drainage and in accordance with the overall master drainage plan for Encore. Storm drainage shall not run on a neighbor's lot at rates higher than historic rates prior to construction of the subdivision.
- B. Excess run-off from the site shall be minimized with sites graded to provide positive drainage away from buildings.
- C. Water from parking lots, roof drains and other areas should be consciously directed to landscape areas that could benefit from the additional water rather than piping it off the property, thereby reducing the need for irrigation water and improving water quality by filtration through landscape materials. Roof drains on north side shall be piped to an open space.
- D. Drainage shall be conveyed along dedicated streets, private drives and swales along property lines, or in open space corridors. Drainage will be sheet flow and surface drained where possible; however, below-grade drainage using storm sewer piping and culverts may be required.
- E. Surface drain systems and detention ponds shall be irregular in plan and graded to create an aesthetically pleasing character. Side slopes shall vary.
- F. Drainage structures in sidewalks and bike paths must be placed flush with the surface, and grate patterns cannot have openings larger than 3/8 inch. Surface storm water or irrigation should not be discharged across sidewalks; and there should be no point discharges into curbs to prevent traffic-impeding surges into the street.
- G. No concentrated drainage over walks, drives or trails shall occur.
- H. Detention areas or other landscape areas that are not used to meet the open space standards of these Landscape Guidelines shall be landscaped as follows:
 - a. Dryland grass or other approved vegetation will be the primary ground cover. All areas within the floodplain, including, but not limited to, the detention area bottom, shall be planted with buffalo grass or other dryland grass if it is maintained free of weeds and irrigation is provided until the grass is fully established. Live plant material other than dryland grass may be planted if it is suitable to the area and is maintained free of weeds and irrigation is provided.
 - b. Detention areas will be landscaped around the perimeter with plant groupings sensitive to the detention area design and will include at least one (1) tree and five (5) shrubs for every 100 linear feet of perimeter. Trees and shrubs are encouraged in other landscape areas where appropriate.
 - c. Clusters shall be separated by a minimum of twenty (20) feet as measured at maturity.

3.18.3 UTILITIES, EASEMENTS & RIGHTS-OF-WAY

- A. At the time of adoption, the following guidelines for easements were required. It is the developer's responsibility to confirm the validity of these guidelines at the time of development.
- B. There are existing utility easements along Highway 34 and County Road 13.
- C. 50 foot Gas Pipeline Easement. Proposed activity within the easement shall be consistent with governing documents.
- D. Loveland Greeley Canal. Activity within the easement shall be consistent with governing documents.
- E. US 34 Right-of-Way. Access is permitted at designated access points, subject to any CDOT and/ or Johnstown approvals.
- F. Proposed infrastructure within Encore will be designed to meet the Town of Johnstown Design Criteria and Construction Regulations at the time in which the Project is submitted are adopted.

3.18.4 GRADING

- A. Provide positive drainage away from foundations.
- B. Site buildings to minimize cut and fill earthwork operations.
- C. There shall be no grading beyond the limits of each property except as agreed upon by adjacent owners.
- D. Maximum slopes 3:1. Maximum 4:1 slopes for areas that require mowing.
- E. With grading design:
 - a. Avoid un-natural rectilinear forms, abrupt grade transitions, slopes greater than 3:1 max. side slopes
 - b. Provide Irregular forms imitate nature, smooth transition to adjacent grades, varied side and bottom slopes, gentle side slopes and constant side and bottom slopes where possible

3.19 PEDESTRIAN, BICYCLE AND OTHER NON-MOTORIZED CIRCULATION

3.19.1 WALKWAY DESIGN CRITERIA

- A. All streets shall have sidewalks. The minimum width of sidewalks shall be five (5) feet for residential and collector streets and ten (10) feet for arterial streets.
- B. Arterial streets shall have detached sidewalks and sidewalks shall adjoin the curb and gutter at all intersections.
- C. Internal pedestrian walkways shall be distinguished from driving surfaces through a change in paving materials to enhance the crosswalk.
- D. Provide logical pedestrian connectivity from the street and parking areas to the buildings main entrance.
- E. Provide minimum five (5) feet clear walking area after car overhang (seven (7) foot minimum walk width adjacent to head-in parking and five (5) foot minimum walks apply in all other cases).

3.19.2 BIKE LANES

Bike Lanes shall maintain a minimum four (4) foot width on all arterials and collector roads.

3.19.3 RECREATIONAL PATHS & TRAILS

Shall meet the criteria as established in the Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan at the time in place at the time the project is submitted.

3.20 VEHICULAR ACCESS & CIRCULATION

3.20.1 PARKING OVERHANG

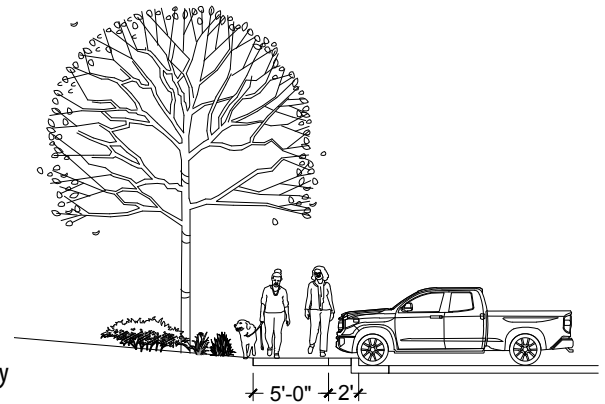
Design of vehicular drives/roadways and parking areas shall meet the criteria as established in the Town of Johnstown Design Criteria and Construction Regulations and all other Town standards, specifications and regulations in place at the time of project submittal.

3.20.2 ROUNDABOUTS

Roundabouts are often an effective tool for traffic management. They are used largely to: reduce motor vehicle speeds, increase capacity level, increase safety, and to reduce noise and air pollution. Therefore, the use of roundabouts will be considered at arterial/collector street intersections and shall be designed to the standards contained in the Federal Highway Administration (FHWA) publication Roundabouts: An Information Guide, (latest version at time of project submittal)

The Town Traffic Engineer shall approve the use and design of roundabouts.

The configuration of proposed roundabouts shall be designed by a licensed Transportation Engineer with a minimum five (5) years of experience in roundabout design.



3.20.3 EMERGENCY ACCESS

Provide access for fire, police, ambulance, and other emergency vehicles to buildings in accordance with Loveland Fire and Rescue Authority Development and Construction Requirements. Such access should be fully capable of supporting such vehicles. Where possible, connect emergency access routes between adjacent properties.

3.20.4 SIGHT TRIANGLES

Shall meet the AASHTO requirements and the Town of Johnstown standards, specifications, and regulations in place at the time of project submittal.

3.20.5 DRIVE-THROUGH FACILITIES

Drive-through facilities are a convenient service, however they may create barriers to pedestrian movement and present an unattractive appearance unless they are thoughtfully designed and located.

- A. Drive-through facilities shall be located on the site and not on public right-of-way.
- B. There shall be no stacking of waiting vehicles into the public right-of-way, primary interior circulation routes or across pedestrian walkways.
- C. Drive through windows, menu boards and stacking areas shall be subject to the same set back and screening requirements as parking lots.
- D. Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall-mounted menu boards, which shall not exceed 35 square feet in area or six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane. One (1) order confirmation board may also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area
- E. Provide vehicular and pedestrian access to existing and future adjacent properties where feasible.

3.21 PARKING

3.21.1 PARKING LOT DESIGN

Sufficient parking should be provided for each development so as to avoid conditions that lead to parking on public streets and private drives.

The dimensions of parking spaces will be per the Town of Johnstown Off-street Parking Regulations, at the time in which the Design Guidelines are adopted, or the approved development plan for the property. Where a use falls under multiple categories listed below the more specific use requirement will apply.

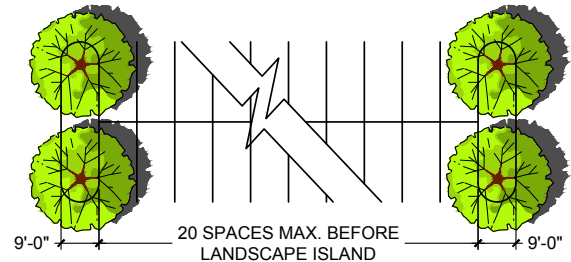
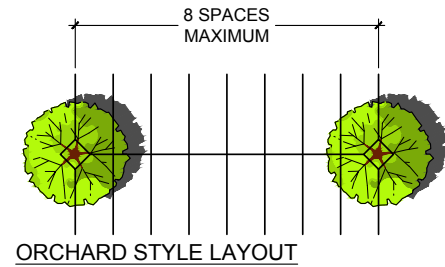
Minimum parking requirements are listed in the following table. The DRC & JRC, at their discretion, reserve the right to require a parking study for any new development. If a permitted use is not identified below, the DRC may exercise reasonable discretion based on similar uses listed below or, if similar uses are not noted below, based on research of other adequately parked similar uses.

USE	PARKING REQUIREMENTS
Single-family residence	2 spaces per dwelling unit
Multifamily residence	1 bed: 1.5 spaces per dwelling unit 2 bed: 2 spaces per dwelling unit 3 bed: 2.5 spaces per dwelling unit
Elementary schools	2 spaces for every classroom
Junior High Schools	2.25 spaces per classroom
Senior High Schools	1 space for every 4 students of max capacity
Hospitals	1 space for every 2 beds
Clinics	1 space for every 250 sq. ft. of G.L.A.
Warehouse and Distribution	1 space for every 1,250 sq. ft. of G.L.A. & 1 trailer space per dock door
Flex, Flex R&D, & Trade Contractors	1 space for every 350 sq. ft. of G.L.A.
Manufacturing	1 trailer space per dock door & the greater of: (i) 1 space for every 2 employees or (ii) 1 space for every 1,250 sq. ft.
Commercial Office Buildings	1 space for every 300 sq. ft. of G.L.A.
Retail Stores	1 space for every 250 sq. ft. of G.L.A.
Gun Range	2 spaces for every gun range lane
Customer services establishments	1 space for every 200 sq. ft. of G.L.A.
Call Centers	1 space for every 100 sq. ft. of G.L.A.
Restaurant and/or Bar	5 spaces for every 1000 sq. ft. minimum of G.L.A. & 1 space for every 200 sq. ft. of cumulative patio/deck area for a single user. Patios and/or decks under 500 sq. ft. are exempt.
Shopping Center	1 space for every 250 sq. ft. of G.L.A.
Outdoor and Indoor Family Entertainment	1 space for every 250 sq. ft. of G.L.A.
Public assembly facilities provided for churches, theaters, auditoriums, etc.	1 space for every 3 seats seated audiences
Heath Clubs	7 spaces for every 1000 sq. ft. of G.L.A.
Sports Facilities	Applicant to provide parking study to determine parking requirements
Independent senior living parking standard	1 space per dwelling unit and 1 space per 3000 s.f. of non-residential space excluding utility rooms.
Assisted living and memory care facilities	0.5 spaces per bed

3.21.2 DESIGN OF PARKING LOTS

Design parking lots to current Americans with Disabilities Act (ADA) standards. Provide equal access in a manner that integrates handicapped-accessibility with ordinary accessibility, rather than separately.

- A. Except where orchard style planting is used, large parking lots shall be divided into smaller sections by landscape areas. Each section shall contain a maximum of 250 parking spaces. Landscape areas used to break up large parking areas shall be a minimum of fifteen (15) feet in width.
- B. Landscape areas separating parking blocks will have at least one (1) overstory/shade tree or two (2) ornamental trees and five (5) shrubs for every 50 linear feet along the length of the median.
- C. Overstory shade trees will comprise at least 75% of the trees within the landscape area.
- D. In a development, parking lots for each use shall be integrated within the development to the extent possible.
- E. All striping in parking areas shall be white.



3.21.3 INTERIM PARKING LOTS

With DRC and JRC approval, on-grade interim parking may be allowed if weather delays asphalt or concrete paving. It must be landscaped and paved with an all-weather material. Internal parking lot landscaping is not required for interim parking areas, but perimeter landscape treatments shall be consistent with the landscape requirements for permanent parking lots. Interim parking lots shall be limited to 1 year (12 months with 2-6 month extensions) of use.

3.21.4 BICYCLE PARKING

- A. Bicycle parking facilities are required for all land uses, except for single-family attached or detached housing.
- B. Bicycle parking facilities shall be located to provide safety, security and convenience for bicycle riders. Such facilities shall not interfere with, and be located a safe distance from, pedestrian and motor vehicular traffic.
- C. Bicycle parking facilities should be located outside of a vehicular or pedestrian way and be protected and separated from motor vehicle traffic and parking lots by either a three (3) foot separation distance or a curb or other physical barrier.
- D. For security reasons, bicycle-parking areas should be located so they are highly visible from building entrances and convenient for employees, yet not generally visible from roadways.
- E. It is recommended that bicycle parking facilities be designed to allow the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel and permanently attached to the pavement foundation.
- F. If the bicycle facility is to be used at night it should be sufficiently illuminated.
- G. Select bicycle racks that provide for a wide range of bicycle types and individual security devices. Designs should facilitate bicycle lockup.
- H. Provide protection from the elements. Specific considerations include the following:
 - I. Shelters and bike lockers are encouraged but not required.
 - J. Protected overhangs incorporated into a buildings design are a desirable solution.
 - K. Shelter design and materials should compliment the architectural design of the primary building.

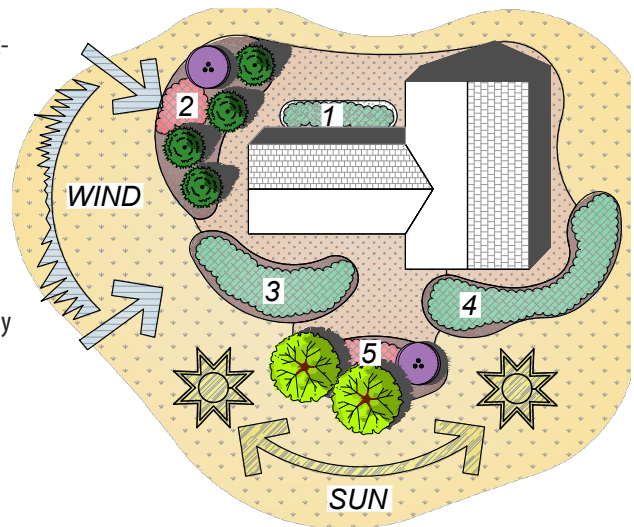


3.22 LANDSCAPING

3.22.5 LANDSCAPE DESIGN PRINCIPLES

All development shall demonstrate adherence to the following landscape design principles:

- A. Provide biodiversity that relates to the area's natural systems.
- B. Design to provide an attractive, comfortable environment for users while minimizing maintenance needs, irrigation water requirements and the use of herbicides and pesticides.
- C. Use environmentally friendly, "green" materials where possible.
- D. Design landscapes to create a naturalized appearance. Use plant materials that are indigenous to Northern Colorado where possible. (See the plant list in the Appendix). Only use introduced species in order to achieve design objectives that cannot be achieved with the use of native species.
- E. Locate plants in microclimatic conditions that are appropriate for that species. Only use high water-requiring plants in areas where they will naturally benefit from runoff or available ground water. Do not rely solely upon an irrigation system to provide water to high water-requiring plants.
- F. Group plant materials of similar water needs and arrange in concentric circles or layer of progressively less water use in order to maximize the efficiency of applied irrigation.
 - a. Plant species more susceptible to sun, wind & cold temperatures in sheltered areas.
 - b. Evergreen trees to provide shelter from winter winds.
 - c. SW facing plants should tolerate summer heat & drying winds.
 - d. Eastern facing areas allow some shelter from sun & wind.
 - e. Deciduous trees shade in summer and let light through in winter.



3.22.6 MICROCLIMATIC CONSIDERATIONS

- A. Use plant materials to provide buffering of structures and outdoor use areas from extreme climate conditions.
- B. Coordinate the design of the landscape with site erosion protection, storm drainage and water quality improvement systems.
- C. Utilize a minimum of three (3) inch deep mulch to reduce soil moisture loss and moderate soil temperatures.
- D. Where natural soils are not of high quality, improve soil structure by the addition of composted organic material.
- E. Design and manage irrigation systems to achieve peak efficiency.
- F. No turf grass shall be allowed in landscape areas less than eight (8) feet in width.
- G. Rock mulch shall be used in all planting beds. Wood mulch may be used in perennial beds but will not be accepted along property boundaries.
- H. Native seed shall be limited to areas adjacent to regional detention or the existing natural area & is required to be irrigated until establishment.

3.22.7 EXISTING VEGETATION PRESERVATION

Existing vegetation shall be preserved to the extent reasonably practicable. Special attention shall be paid to preserving significant vegetation within larger open space areas such as along the Loveland and Greeley Canal and the drainage area west of the site.

- A. Locate site and building improvements to preserve significant natural vegetation to the extent reasonably practicable.
- B. Within open space areas, preserve and incorporate into the landscape plan any existing healthy tree (meeting species restrictions) of 6-inch caliper or larger and located more than twenty (20) feet from any proposed building location. Preserve all trees over 24-inch caliper, unless deemed unhealthy or unsuitable for preservation.
- C. Incorporate tree wells or retaining walls as necessary in the landscape plan to protect existing trees and to maintain historic drip lines.
- D. All existing plants that are incorporated into the design will be adequately protected from damage during construction by an orange construction fence (4 feet high) secured with steel t-posts at the drip line of each tree. Sufficient posts shall be used to maintain the fence in erect condition at all times. Hand grading only shall be allowed within the limits of the construction fencing. No more than 6 inches of cut or fill shall be allowed within the drip line of any tree designated to remain.
- E. If on-site replacement is not possible, the developer shall provide an equal replacement of caliper lost or a ratio of three new trees to one existing tree

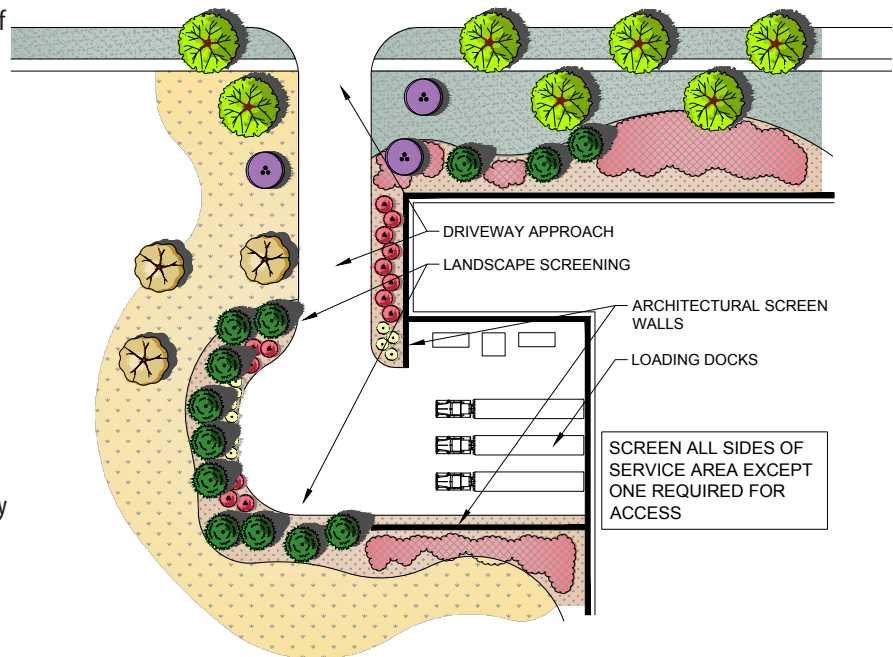
on-site as mitigation for any desirable trees lost due to or prior to construction.

- F. Existing landscaping may be used to satisfy the quantity requirements of landscape guidelines. One existing tree or shrub may be considered as satisfying one tree or shrub requirement.
- G. All existing trees over 6 inches in diameter will be surveyed as part of the landscape requirements and have location, species, size, and condition or health noted. Trees that are of good or better quality, and are a desirable species, should be incorporated into the design in their existing location whenever possible. If design solutions create undue hardship, as determined by the DRC and JRC, replacement shall be made per requirements above.

3.22.8 SCREENING

Large Truck Parking, Utility Appurtenances, Loading, Storage and Service Areas, Trash storage/pickup

- H. These requirements apply but are not limited to above-ground utility appurtenances, loading docks, storage areas, and open areas where machinery, vehicles or equipment are stored or repaired.
- I. Areas shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are minimized and 75% screened from adjacent properties.
- J. Loading areas shall be paved with concrete, asphalt or other approved hardened surface materials as approved by DRC and JRC. A concrete pad shall be provided in the access drive immediately adjacent to trash enclosures serviced by trash trucks and in the enclosure itself. Areas for outdoor storage, truck parking, trash collection or compaction, loading or other such uses, shall be at least 75% screened from abutting streets unless otherwise approved by the DRC and JRC. These service areas should be located within a central core or on the side of buildings away from public streets where possible.
- K. Non-enclosed areas for seasonal sale of inventory shall be permanently defined and screened with walls and/ or fences that conform to those used as predominant materials and colors on the building.
- L. Service areas should ideally not be located directly adjacent to residential areas. If this situation occurs, no delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m and 7:00 a.m. unless the owner submits evidence the sound barriers effectively reduce noise emissions to a level less than the greater of:
 - a. 60 db as measured at the lot line of the adjoining property or
 - b. ambient sound from adjacent highways. Noise emissions may increase by up to 10 db for no more than 15 minutes in a one-hour period.



3.22.9 LANDSCAPING - BIG BOX RETAIL STORES

One primary tenant with square footage greater than 20,000 sf must provide a planting bed at least six (6) feet wide along a minimum of 50% of the length of wall visible from public use areas. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – General Design Guidelines.

3.22.10 OFFICE, FLEX & LIGHT INDUSTRIAL LANDSCAPING

- A. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall.
- B. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met.
- C. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.

3.22.11 PARKING PERIMETER LANDSCAPING REQUIREMENTS

- A. Perimeter landscaping requirements for parking areas include a minimum seven and one-half (7.5) foot wide landscape area with one (1) tree and five (5) shrubs per 600 square feet or portion thereof. When combined with adjacent properties requirements, this perimeter landscape will become fifteen (15) feet wide.
- B. Where two (2) parking perimeter landscape areas abut each other, the first to develop shall provide the tree requirement. The tree requirement for the abutting development need not be met, however, the second developer is responsible for installing the shrub requirement.
- C. Where parking areas are located directly adjacent to residential development, both the parking lot buffer requirement and the nonresidential buffer requirements shall apply.

3.22.12 PARKING INTERIOR LANDSCAPING REQUIREMENTS

- A. Interior rows of parking spaces will provide a landscape island at the end of each row of parking spaces. Landscape islands will also be provided within the row of parking spaces so that there are no more than twenty (20) consecutive parking spaces without a landscape island.
- B. Landscape islands will have minimum dimensions of nine (9) feet by the length of the parking row.
- C. Islands will be landscaped at a rate of at least one (1) overstory/shade tree and three (3) medium or five (5) small shrubs for each 9 foot by 20 foot parking island. Overstory/shade trees will comprise at least 75% of the trees within the landscape islands. Evergreen trees shall be prohibited in parking lots unless island widths are sized to accommodate mature growth.
- D. Landscape islands will contain rock mulch or irrigated grass. Turf shall only be used in medians when highlighting a special design element. Turf areas must be at least 10' wide and occupy no more than 15% of the median's landscape area.
- E. Where orchard style planting is proposed in parking lots, internal landscaping shall be provided at a rate of one (1) tree and two (2) shrubs for every ten (10) parking spaces. At a minimum, one (1) diamond-shaped tree planting pit shall be provided for every eight (8) parking spaces. No shrubs shall be planted in the diamond tree planting pits and will be located in end islands and other landscape islands instead.
- F. A concrete pedestrian walk, at least six (6) feet wide, will be provided along the length of the landscape median closest to the building entrance. The walk will connect to perimeter pedestrian walks, whenever possible, and include raised and striped crosswalks.
- G. Planting trees and non-low-growing shrubs in the vehicle overhang area is not allowed.

3.22.13 SINGLE FAMILY LANDSCAPE GUIDELINES

- A. At least 75% of the yards adjacent to the street will be treated with landscape materials. At least four (4) shrubs will be planted on every lot containing a one-family dwelling. At least one (1) tree of one and one-half (1-1/2) inch caliper shall be provided for each lot of 70 foot frontage or less and at least two (2) trees for every lot in excess of 70 foot frontage. For corner lots, the same quantities shall be required for each street. The trees shall be located so as not to interfere with sight distances at driveways. Trees required in the adjacent right-of-way may not be used to meet this lot standard.
- B. The trees and shrubs will be installed prior to certificate of occupancy unless it is not practical to install the landscaping prior to occupancy because of weather or other necessary delay, as approved by the Planning Development Director.
- C. Front yard shall have no more than 50% irrigated turf and rear yard no more than 75% irrigated turf

3.22.14 COMMON OPEN SPACE

Common Open Space is land commonly owned and maintained by an owner's association or metro district. Common open space required in all subdivisions and PUDs shall be landscaped as follows:

- A. Common open space areas will have live ground cover over at least 75% of the area, unless otherwise approved by the Town. Bluegrass is not the only option for these areas and the Town encourages the Developer to pursue water saving goals as listed in Section H.12 of these Standards.
- B. All ground cover, ornamental turf and turf shall have an irrigation system that is designed to meet the needs of the plants and that is designed to meet Town Standards. Common open space in one-family subdivisions or PUDs or portions of subdivisions or PUDs containing one-family dwellings shall be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 4,500 square feet of landscaped area.
- C. Up to 30% of the required shrubs may be substituted by trees at the rate of one (1) tree for ten (10) shrubs.
- D. At least 50% of the trees will be overstory/shade deciduous species and 25% of the trees will be coniferous species, where appropriate.
- E. The developer shall have all landscaping improvements completed and in acceptable condition prior to the Town's construction acceptance of public improvements and prior to turning the common open space areas over to a property owners association for maintenance.
- F. No single tree type shall make up more than 25% of all trees

3.23 LANDSCAPE FOR NON-SINGLE FAMILY RESIDENTIAL USES INCLUDING PUDS & MULTI-FAMILY RESIDENTIAL

- A. Fifteen percent or more of the lot/parcel will be landscaped, common open space.
- B. Common open space that is not a detention pond will be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 1,000 square feet, except as required for parking lot screening and buffers, which may require additional plant materials.
- C. Buffer landscaping will be provided as follows:
 - a. At least ten (10) feet wide adjacent to minor collector and local street rights-of-way.
 - b. At least twenty-five (25) feet wide adjacent to arterial streets and major collector rights of-way.
 - c. Buffers will be designed to provide one tree and five shrubs for every 750 square feet.
 - d. 25' buffer between light industrial and residential
- D. Where nonresidential, multifamily or group living uses are adjacent to existing or projected single-family residential or duplex uses, one of the following shall be provided:
 - a. A fifteen (15) foot wide on-site landscape area with berming and one (1) tree and five (5) shrubs per 600 square feet or portion thereof; or
 - b. A ten (10) foot wide on-site landscape area with one (1) tree and five (5) shrubs per 400 square feet or portion thereof with intermittent six (6) foot privacy fencing; or
 - c. A five (5) foot wide on-site landscape area one (1) tree and five (5) shrubs per 250 square feet or portion thereof with a continuous six (6) foot privacy fence.

3.23.15 LANDSCAPE PERFORMANCE STANDARDS

- A. Landscaping shall be completed prior to Certificate of Occupancy (C.O.). If landscaping cannot be completed due to cold weather the Town may grant a C.O. upon receipt of a sufficient letter of credit or cash surety and a written schedule for completion. No letter of credit or surety is required if the landscaping is to be performed by the Metropolitan District.
- B. All landscape plans for a non-residential use shall be prepared by a professional landscape architect.

3.23.16 IRRIGATION SYSTEMS

All landscape areas shall have an automatic clock-activated irrigation system - Landscape areas without an irrigation system and bearing live plant material will require temporary irrigation until the plants are established and a reliable water source sufficient to sustain plant life is provided.

- A. Irrigation systems shall meet the following criteria:
 - a. All irrigation systems shall be non-potable where possible and coordinated with the Encore Master Association.
 - b. All irrigation systems shall be designed and installed to the specifications of the Encore Master Association Irrigation Guidelines.
 - c. All potable water systems shall be equipped with a backflow prevention device.
- B. Portions of irrigation systems may be comprised of temporary irrigation components to irrigate native areas if the Town determines that all of the following standards are met. A clear description of proposed temporary irrigation must be provided on the landscape plan and approved by the Town:
 - a. Plant selection, design, installation specifications and site conditions combine to create a microclimate that will sustain the plant material in a healthy condition without regular irrigation after the plant establishment period.
 - b. All portions of the landscaped area served by temporary irrigation will be within 150 feet of an exterior water source to enable hand watering during extended dry periods.
 - c. Above ground temporary irrigation systems shall be approved on a case-by-case basis only if the native area is large enough to warrant the use. Above ground systems will be the responsibility of the Developer until grasses are established and the system is removed. No such system shall be permitted to be turned over to a Homeowner's Association for maintenance.
 - d. The temporary irrigation will provide reliable automated irrigation for the plants during the establishment period.
 - e. The Developer has demonstrated the ability to provide ongoing maintenance of xeriscape areas necessary to keep plant material healthy without irrigation.

3.23.17 SOIL AMENDMENT

Soil amendment is only necessary in planting beds and blue grass/ fescue turf areas. Where soil amendment is necessary, minimum requirements for soil preparation shall include three (3) cubic yards of organic material for 1,000 square feet of existing soil tilled to a minimum depth of six (6) inches. Regardless of existing soil conditions tree and shrub pits shall be backfilled using a mixture of one- third existing site soil, one-third topsoil and one-third organic matter.

3.23.18 PLANT SELECTION AND DIVERSITY

Plant selection and diversity will be per Town Standards. Tree species prohibited within the Town per Town Standards will be removed by the developer in existing landscape areas, when appropriate, and will not be planted in new landscape areas.

- A. All landscaping materials shall consist of healthy specimens compatible with local climate and meet the requirements included in these standards.
- B. The plants listed in the Town of Johnstown Landscape Standards and Specifications Appendix A should be used as a guideline for recommended use. Due to the variety of available plants, non-prohibited species that are not on the list may be planted provided they are replaced by an approved species if they fail to survive. Plants selected should be appropriate for the specific location and purpose.
- C. Up to one-third of the proposed trees for a project may be of fast-growing varieties, such as cottonless Cottonwood (*Populus sargentii*), Aspen (*Populus tremuloides*) and Silver Maple (*Acer saccharinum*). Two-thirds of the proposed trees shall be slower growing, long-lived trees, such as Norway Maple (*Acer platanoides*), Oak (*Quercus* sp.), Linden (*Tilia* sp.), Honeylocust (*Gleditsia triacanthos inermis*) and other hard Maples (*Acer saccharum* or *rubrum*). The variety shall be sufficient to minimize the effect of plant disease.
- D. Recognizing that it is undesirable to plant a large percentage of one tree species which may result in uniform disease susceptibility and eventual extinction of that species, the following diversity standards shall be required:
- E. For any one proposed development project (including common open space areas), no more than 15% of any one species of tree (for trees considered hardy in this area), or 10% of any one (1) species of tree considered marginally hardy for this area, shall be proposed. This shall be measured per total trees in the development, including existing trees.
- F. For small development projects, exceptions to the above diversity requirement may be allowable where the size of the development makes minimum diversity percentages unreasonable. A variance request is to be made by a note on the landscape plans and shall be subject to approval by the Town Planner.
- G. Coniferous trees shall comprise 25% of any landscaped area, where suitable. Unsuitable areas include areas where icy conditions may be created with the use of conifers at road intersections, road curves, bike path intersections, bike path curves site distance restricted areas or narrow areas. Locate conifers so mature spread will not overgrow streets or walks.
- H. Ornamental trees can only replace large canopy trees at a rate of three (3) ornamental trees to one (1) large canopy tree (not to exceed 25% of the total tree requirements). Fruit bearing or thorny trees shall not be permitted within five (5) feet of sidewalks or streets, as calculated from mature canopy width of tree.
- I. Shrubs shall be a mixture of evergreen and deciduous varieties. Small shrubs shall be used between the bike path and the curb along street rights-of-way to avoid safety obstructions.

3.23.19 STREET TREE MINIMUM STANDARDS

- A. Species that generally have branches less than fifteen (15) feet above the roadway at maturity shall not be used as street trees unless they are located such that no interference with the roadway will occur at maturity. Minor trimming and branch removal should be performed to maintain the fifteen (15) foot requirement and eight (8) foot minimum clearance over sidewalks and bike paths.
- B. Trees prohibited from planting within the Town of Johnstown include the following: cotton-bearing Cottonwood, Lombardy Poplar, Box-elder, Siberian or Chinese Elm, Russian Olive and Ash trees (*Fraxinus* spp.).
- C. Trees prohibited from planting within street right of ways include the above plus the following: Fruit and/or thorn bearing trees (prohibited from within five (5) feet of bike path as measured from edge of mature canopy), willow (all varieties), Tree of Heaven, Cottonwood (all varieties), and Silver Maple.
- D. Trees recommended for use within the Town of Johnstown include those listed in Plant Materials List found in appendix of the Town of Johnstown Landscape Guidelines.
- E. Planting sizes for required landscapes:
 - a. Deciduous shade trees: 2-inch caliper
 - b. Ornamental trees: 1-1/2-inch caliper
 - c. Evergreen trees: 6 foot – 8 foot height (with a minimum of 25% at 8 foot height)
 - d. Multi-stem ornamental trees: 8 foot – 10 foot height
 - e. Shrubs: 5-gallon container
 - f. Vines: 1-gallon container
 - g. Ground cover/perennials: 2-1/4 inch pots

3.23.20 LANDSCAPE MAINTENANCE

Maintenance includes all reasonable and regular irrigation, weeding, weed control, fertilizing, pruning as well as removal of tree wrap and staking, and bike path snow and ice removal per standard horticultural practices and Town code. Plant materials that show signs of insect pests, diseases and/or damage shall be appropriately treated. Dead plant material will be replaced according to an approved landscape plan. An initial inspection of landscaping installation will be done at the time of development or change in use.

- A. The developer and subsequent owner(s) shall be responsible for maintaining all on-site and common landscaping as shown on an approved landscape plan or as existing if an approved landscape plan does not exist.
- B. The developer and subsequent owner(s) shall be responsible for maintaining the landscaping public improvements on all adjacent rights-of-way as shown on an approved landscape plan or as existing if an approved landscape plan does not exist, unless a maintenance agreement is reached with another entity. The Town, at its discretion, may add, remove, replace, or maintain landscaping within the right-of-way per Town standards.
- C. The developer may request Town maintenance of arterial rights-of-way where there will not be a property owners association in the development or subdivision. The following standards shall apply:
 - D. Acceptance of maintenance will be based on the determination that the public interest is served by Town maintenance.
 - E. The developer will maintain the improvements for two (2) years following construction acceptance by the Metro District of such improvements, and thereafter until the Town has granted final acceptance for maintenance for those improvements.
 - F. The developer may request Town maintenance of other facilities not included above. The following standards shall apply:
 - G. Acceptance of maintenance is based on the determination that the public interest is served by Metro District maintenance.
 - H. Installation of all improvements shall meet or exceed Town Standards.
 - I. The developer will maintain the improvements for two (2) years following construction acceptance by the Town of such improvements, and thereafter until the Town has granted final acceptance for maintenance for those improvements.
 - J. The developer and subsequent owner(s) shall be responsible for maintaining all irrigation systems in sound condition and so all plant material receives the necessary amount of water. Leaks and other broken and/or non-performing equipment shall be repaired in a timely manner. Systems shall be periodically adjusted to eliminate water spraying onto paved surfaces. Watering times shall be regularly adjusted to meet the seasonal needs of the plants while minimizing over-watering.

3.24 SITE DEVELOPMENT SIGNAGE

3.24.21 PURPOSE

The following sign guidelines provide a language for all signage which helps to create a unified image for Encore. All freestanding signage within the development will bear the style and logo of Encore, however individual logos and graphics are allowed on the sign face. Freestanding signs located throughout the development are unified through the use of similar geometry and a repetition of a common materials palette. Building mounted signs are regulated by limiting size. However, tenant logos and graphics are allowed. The following signage requirements are congruent with Town of Johnstown Sign Code, any variations are noted.

3.24.22 PROHIBITED SIGNS

The following signs are prohibited:

- A. Any sign which would violate sight distance triangle requirements.
- B. Any nonpublic sign on the right-of-way or on a property other than that which it advertises.
- C. Any sign which, even though in general conformance with the standards and requirements of this sign code, is a dangerous sign due to interference with a traffic control device by being in direct line between the control device and oncoming traffic or otherwise in visual competition with a traffic control device or resembling a traffic control device.
- D. Any sign that is erected in such a location as to interfere with motor vehicle traffic.
- E. Any sign employing a lighting or control mechanism which causes radio, radar, television, or telecommunication interference.
- F. Any sign so erected, constructed or maintained as to obstruct or be attached to any fire escape, window, door or opening used as a means of egress or ingress or for firefighting purposes, or any sign so placed as to interfere with any opening required for light or ventilation.
- G. Flashing, blinking or other moving signs and searchlights/klieg lights.
- H. Animated signs, including revolving, whirling, twirling or any other sign which uses motion, either implied or actual, except that barber poles (not exceeding five (5) feet in length which are not roof-mounted), windmills and time and temperature signs are permitted.
- I. Structurally unsafe signs as determined by the chief building official, based upon criteria established in the adopted Town codes.
- J. Roof signs.
- K. Box signs.*
- L. Wheeled advertising devices, except for currently licensed, operative vehicles which are primarily used by their owners for service, delivery or general transportation on a regular basis.
- M. Any merchandise displayed outside of a building in such a way as to attract attention when viewed by the general public by placement upon a pole, a fence, a platform, roof or other similar device or structure shall be considered as a sign and shall be prohibited unless otherwise approved by the Planning and Zoning Commission. This shall not, however, be construed to prohibit merchandise customarily stored outside of buildings and placed upon shelves or tables, such as automobiles, campers, boats, plant materials, produce or lumber.
- N. Any sign regulated by the State of Colorado Department of Transportation rules and regulations pertaining to outdoor advertising not approved by the CDOT. (Ord. 682, § 1, 2001) *Varies from Town of Johnstown Sign Code

3.24.23 SIGN AREA MEASUREMENT AND ALLOWANCES

(Allowable sign areas and sizes shall be per the standards listed below)

- A. Animated:
 - a. Size of sign is based upon the sign type (i.e., freestanding, wall or projecting)
- B. Arcade:
 - a. Maximum Height cannot exceed bottom of eave, balcony, canopy, awning or other structural overhang or passageway to which it is attached.
 - b. Minimum height, seven (7) feet above grade.
 - c. Maximum one (1) per building entrance for nonresidential uses.
 - d. Maximum area, four (4) square feet for nonresidential uses.
 - e. Must be placed on an approved wall area.
- C. Awning Sign:
 - a. Permitted on the bottom eighteen (18) inches of 1st floor awnings.
 - b. Allowed at 0.5 square feet per linear foot of awning.
 - c. Maximum of twelve-inch letter height.
 - d. Maximum of one (1) per awning.
 - e. Must be located on an approved wall area.
 - f. May be illuminated.
- D. Bulletin Boards:
 - g. Nonresidential, nonagricultural and multiple-family uses only.
 - h. Maximum area, thirty-two (32) square feet.
 - i. Maximum height, eight (8) feet.
 - j. Maximum one (1) per street frontage.
 - k. Must be set back a minimum of ten (10) feet from any private property line and from a public right-of-way; one (1) foot setback for signs up to six (6) feet in vertical height; one (1) foot for every foot of height greater than six (6) feet.
- E. Freestanding residential districts:
 - a. Permitted in residential zones only.
 - b. Maximum sign area is one hundred (100) square feet.
 - c. Maximum of one (1) per street frontage, said street being on the boundary of the development.
 - d. Maximum height all residential districts, six (6) feet.
 - e. Maximum height in all multiple family use districts, twelve (12) feet.
 - f. Must be set back from any private property line and from a public right-of-way one (1) foot setback for signs up to six (6) feet in vertical height; one
 - g. (1) foot for every foot of height greater than six (6) feet.
 - h. May be illuminated.
- F. Residential development entryway signs:
 - a. One (1) for each major entryway;
 - b. Not to exceed twenty (20) square feet in area or six (6) feet in height; Freestanding-type signs must be set back onto the property a minimum of ten (10) feet, unless incorporated into a traffic island entrance, then twenty-five (25) feet back from the face of the street curb and three (3) feet from the edge of the traffic island;
 - c. Fence or wall-incorporated-type signs may be placed parallel with and at the property line following the same height and sight distance requirements as for a wall or fence.
 - d. Subject to a revocable permit in favor of the Town if situated in the right-of-way.

G. Freestanding nonresidential districts:

- a. Maximum height: Twenty-five (25) feet.
- b. Maximum number of signs per development: one (1) per street frontage, not to exceed two (2) per development, except as may be permitted by a master sign plan approved by the Board of Trustees.
- c. All such signs shall be set back from the property line a distance equal to the height of the sign, except a sign six (6) feet in height shall be set back from the property line a distance of one (1) foot.

H. Maximum sign area, based upon the following table:

Maximum Sign Area		
Floor Area of Building	Single Use Development	Multiple Use Development
0-1,500 s.f.	35 s.f.	60 s.f.
1,500-5,000 s.f.	35 s.f. plus 1 s.f. per each additional 50 s.f. of floor area over 1,501	40 s.f. of floor area over 1,500
5,000-50,000 s.f.	100 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 300 s.f.	300 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 400 s.f.

I. Illuminated signs:

- a. Within one hundred (100) feet of residential use or district, internal lighting only.
- b. Over one hundred (100) feet from a residential district, any type of lighting source is allowed, except search or flashing lights, or directed so that the light shall not adversely affect surrounding premises or safe vision on public or private roadways, including highways.

J. Portable signs:

- a. A-frame or pedestal style only;
- b. Maximum area: Six (6) square feet;
- c. One (1) per street frontage;
- d. Must be set back a minimum of ten (10) feet from the street right-of-way line if over forty-two (42) inches or two (2) feet if forty-two (42) inches high or less;
- e. Must be anchored to the ground or weighted sufficiently to prevent movement by force of wind.
- f. May not interfere or block pedestrian or vehicular traffic.

K. Projecting signs:

- a. Maximum height: top of wall or parapet; not to be roof-mounted;
- b. Maximum projection: Shall be in accordance with building codes, requirements for "Construction in Public Right-of-Way."
- c. Maximum size: Two (2) square foot for each one (1) foot of height of the building wall to which the sign is to be attached;
- d. Projecting and wall sign not permissible on same wall;
- e. Maximum number: One (1) per street frontage.

L. Public information signs:

- a. As defined with the approval of the Town Administrator or designee.

3.24.24 TEMPORARY SUBDIVISION SIGNS

- A. Temporary model home signs:
 - a. One (1) per model home;
 - b. Not to exceed twelve (12) square feet each and not over six (6) feet in height if a freestanding type; and
 - c. Must be set back from property lines a minimum of ten (10) feet or a distance equal to height, whichever is greater.
 - d. Temporary residential subdivision signs.
 - e. Temporary signs are prohibited upon public rights-of-way. Temporary signs found by an enforcement officer to be located within Town rights-of-way shall be removed by such enforcement officer with no requirement of notice.
 - f. Construction signs shall not exceed thirty-two (32) square feet and twelve (12) feet in height. One (1) per street frontage is allowed between the time a building permit is issued and the time a certificate of occupancy is obtained.
 - g. Political and real estate signs may be located on property only by permission of the landowner.
- B. Temporary commercial/industrial signs:
 - a. Banners are permitted for any non-residentially zoned or used property to advertise special events or sales subject to the following provisions:
 - b. May be placed upon a building wall or roof or a fence but shall not be attached to landscaping, freestanding posts or utility poles;
 - c. The total size allowed for any single banner or total combination of multiple banners shall be determined using the same criteria that applies to wall signs. If the banner is to be affixed to a fence, size shall be the same as if it was attached to the nearest adjacent building wall having street frontage;
 - d. Any banner that becomes discolored, ragged, shredded, detached, etc., shall be removed or repaired.
 - e. Pennants that project a maximum of four (4) feet from the building are allowed on retail, entertainment or service commercial buildings, and only as part of an approved special district sign program. All pennant faces shall be counted as part of the total allowable sign area. Pennants located on light fixtures are allowed only by the Encore management group.
 - f. Under canopy signs
 - g. Minimum clearance from the sidewalk is eight (8) feet.
 - h. One (1) sign per frontage.
 - i. Not counted against other allowed signage.
- C. Wall or painted:
 - a. Maximum area to be no larger than two (2) square feet for every linear foot of the side of the building having a public entrance and facing a public street, alley or parking lot to which it is affixed. Signs affixed to attached or detached canopies and marquees or awnings shall be considered wall signs and shall be calculated based upon the length of the wall to which they are attached or adjacent.
 - b. Each ground floor tenant or use shall have the right of wall signage upon any wall which fronts upon a public street, or if not fronting upon a public street, upon any wall which fronts upon a major interior drive having direct access to a public street. For uses that have a rear entry or delivery door, one (1) non-illuminated wall sign per use, not to exceed ten (10) square feet, is permitted.
 - c. For buildings with flat roofs, wall signs shall not extend above the top of parapet or mansard, shall not extend more than three (3) feet above the deck line.
 - d. May not extend more than fifteen (15) inches beyond the surface of the wall and may not extend beyond the side of the wall.
 - e. Commercial, industrial, multiple-family, public and semipublic uses only.
 - f. Cannot be used on the same wall as a projecting sign.
 - g. Must be placed on an approved wall area.

3.24.25 FREESTANDING SIGNS

A. Retail:

- Single tenant signs are highly discouraged, commercial/retail uses should be combined into an overall sign with multiple tenants where possible. When single tenant signs are necessary, provide a smaller version of a sign that is sympathetic to the intent of the design shown. Individual user logos may be used, however they should be sized uniformly or in a proportional manner (i.e. Large tenant size, Small tenant size half the proportion of the large tenant).
- Office/Flex/Light Industrial: Signs shall be uniform in size and colors shall be contained within an earth-tone palette. The Encore base shall be used. However, the sign area may be customized to fit the needs of the user. Each parcel is allowed one identification sign unless approved by the DRC and JRC.

B. Residential Identity Signs:

- Individual residential developments shall use materials within the materials palette and should design elements complementary to the Encore signage.

C. Fuel/Convenience Store Canopy Signs

- Signs on canopies associated with fuel/convenience stores shall be limited to one corporate with associated text or business logo of the principal use only on a maximum of two (2) sides of the canopy. Such logos shall have a vertical dimension of no greater than 75% of the vertical dimension of the canopy fascia and shall be no greater than twelve (12) square feet per logo.

D. Regulatory Signs

- Regulatory signs shall follow the guidelines established in the Town of Johnstown Design Criteria and Construction Regulations.

*Monopole signs are prohibited



3.24.26 OTHER DISPLAY AND INFORMATIONAL ELEMENTS

A. Banners:

- a. Retail uses are allowed one (1) banner per building, not-to-exceed seven (7) days in a six-month period. Office, Light Industrial and other Commercial uses are allowed a one (1) day special event directional sign announcing open house/grand opening events.

B. Window Signs:

- a. Window painting is not allowed. Each business will be allowed one (1) "OPEN" neon sign. No other neon signs are allowed, except as specifically approved by the DRC and JRC. No decals or signs may be installed in doorways, windows or other areas visible to the public view from the exterior of the premises. The real estate window sign is intended for use where leasable office space is available.

C. Building Entry Information:

- a. If applicable, each business shall be allowed to post building or occupant names, hours of operation, emergency information, delivery hours and other required notices near its main exterior entrance on a wall or adjacent glass side-light adjacent to main entry doors. Maximum letter height shall be one (1) inch for basic information. Name of the building or occupant may be three (3) inches tall. Logos shall be a maximum of six (6) inches tall. All type must fit within a maximum 2 feet by 2 feet area. Type style shall be consistent with other building signs.
- b. Wall mounted information shall be applied to a panel that is compatible with the surrounding wall treatments. The panel area shall not exceed four (4) square feet.
- c. Buildings that provide service entrances shall be allowed an additional sign on or adjacent to each delivery door. Information shall be limited to a four (4) square feet area and design shall be consistent for all exterior doors of the building.

D. Flags:

- a. Flag poles shall be a minimum height of twenty (20) feet tall and a maximum height of thirty (30) feet. Only properly maintained national and/or state flags are allowed.

3.25 SITE FURNISHINGS

3.25.27 SITE FURNITURE

Shall be complementary to the architecture, and if part of a larger complex of buildings, complementary with the other site furnishings in that complex. Site furniture for the overall Encore site should be similar or complementary with the following examples shown pending approval of the DRC and JRC.

3.25.28 ART

Art in public places is highly encouraged. The proposed piece must be vandal resistant, appropriate subject material for public viewing, and complementary with the theme, materials, and colors of Encore as determined by the DRC and JRC.



3.25.29 FENCING & WALLS

Fencing materials such as simulated rod iron and / or concrete or masonry may be required depending upon screening needs and compatibility with adjacent uses. No wood retaining walls are allowed (nonresidential only). Fencing and walls shall match building architecture. All fences and walls subject to DRC and JRC approval.

3.25.30 LIGHTING

- A. The lighting design concept for Encore uses decorative lighting to enhance the main entries of the development. High Plains Drive and Colorado Blvd, north of the major east/west road in the development, will be a combination of decorative lighting and functional roadway lighting. The DRC will work with Xcel to approve a decorative feature that builds upon the character of the development.
- B. All light sources shall be contained in cut-off fixtures that obscure the source from direct view. Pedestrian-scale lighting that has secondary decorative visible light source may be acceptable provided it does not produce glare.
- C. Up-lighting is acceptable as long as they are subdued and angled towards surfaces and not lit straight into the sky. No searchlights are permitted.



- D. Street light poles and fixture housing shall be black in color. All roadway lighting should be of the same family of style, and all parking lot lighting shall have a color temperature of 4000 Kelvin and be of the same family of style; however roadway and parking lot lighting need not match.
- E. Temporary lighting – Holiday lighting only November 1 through January 31. No “chasing” lights (Nonresidential only).
- F. Minimize lighting in parking areas when not in use.
- G. All lighting is subject to approval by DRC and JRC.
- H. Unless sharing parking lots & drives, all lighting shall be contained within the subject property, and shall not spill over onto adjacent property.

Minimum / Maximum allowable lighting (per IESNA standards):

Non-residential building, surrounding area, and parking	1.0 / 7.0 footcandles
Residential building surrounding and parking	0.1 / 0.5 footcandles
Under canopy fueling areas and drive-ups	5.0 / 25.0 footcandles

3.26 RETAIL BUILDING DESIGN STANDARDS

The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the predominant architectural character of such areas.

3.26.31 RETAIL DEVELOPMENTS

These guidelines apply to high-visibility neighborhood, community and regional-scale commercial areas, including retail, professional services, lodging, hospitality uses, outdoor family entertainment, restaurants and related uses, and contain additional information on how to place and design structures, sites and landscapes. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in General Design Guidelines and are supplemental to the requirements in this section.



3.26.32 BIG BOX RETAIL STORE DESIGN

Compatibility may be achieved through techniques such as:

- A. Repetition of roof lines.
- B. Use of similar proportions in building mass and outdoor spaces.
- C. Similar relationships to the street.
- D. Similar windows and door patterns.
- E. Building materials with similar colors and textures.
- F. Select buildings that have unique, high quality architecture associated with a brand, or that serve as an architectural focal point that may be allowed in otherwise "themed" developments if they are determined to add interest and vibrancy to the rest of the development.
- G. Treat all facades of a building with similar materials

3.26.33 ROOF AND TOP TREATMENTS

- A. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- B. The average parapet height may not exceed 15% of the supporting wall height.
- C. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
- D. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- E. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- F. Large sloped roofs must have variations in height or offsets to break up the large plane- maximum 50 linear feet of one plane.

3.26.34 FREESTANDING STRUCTURES / ELEMENTS

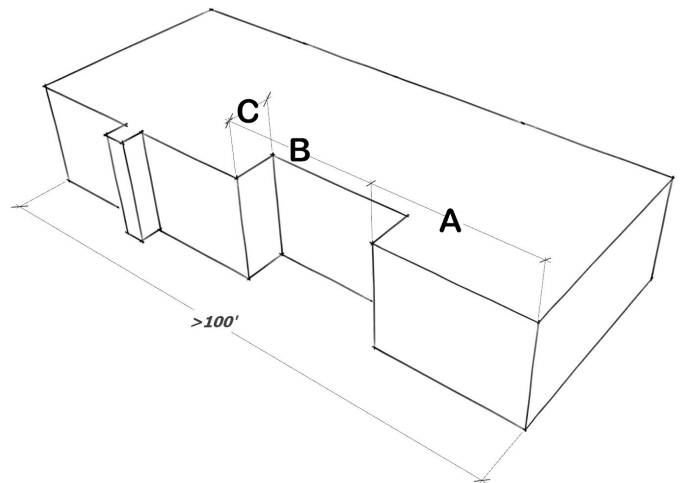
- A. Gas canopies shall not be taller than seventeen (17) feet and should match the principal building architecture. Support columns should relate to the building architecture in finish materials and scale.
- B. Vending machines/kiosks must be incorporated into nooks or other features integral to the main building.

3.26.35 MATERIALS AND COLORS

- A. Primary facade and roof colors shall have a low reflectance, and be a subtle, neutral or
- B. earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
- C. Trim and accents may be brighter colors, including primary colors. Vivid colors shall be used sparingly (10% or less of a facade on buildings less than 20,000 sf and 7% on buildings larger than 20,000 sf). Vivid colors are defined as bright colors, such as primary colors.
- D. Preferred predominant facade materials include: brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt- up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
- E. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
- F. Prohibited predominant materials are smooth-face concrete block and uninsulated, non-textured flat metal panels. These materials may be used as accent but shall occupy no more than 35% of a facade.

3.26.36 FACADES

- A. Facades must include a repeating pattern at intervals of no more than 50 linear feet that shall include a change in plane no less than one (1) foot in width such as an offset, reveal or projecting rib.
- B. Facades greater than 100 feet in length shall incorporate wall plane projections or recesses having a depth of at least 3% of the length of the façade and occupy at least 20% of the length of the facade.
- C. Where principal buildings contain separate stores with separate exterior entrances that occupy less than 25,000 square feet of the gross floor area, the street level façade shall be transparent between the height of three (3) feet and eight (8) feet above the adjacent walkway grade for no less than 60% of the building facade of the separate store.
- D. BUILDING FACADE PROPORTIONS:
 - a. Max. 30% of facade length or 100' without interruption
 - b. Min. 20% of facade length
 - c. Project or recess 3% min. of façade length



3.26.37 BUILDING ENTRANCES

- A. Each building shall have clearly defined customer entrances with no less than two (2) of the following;
 - a. Canopy, arcade or portico
 - b. Overhang or recess
 - c. Raised corniced parapet
 - d. Peaked roof or arch
 - e. Architectural detail such as columns, tile work, stone, detailing or moldings integrated into the building structure
 - f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting
 - g. Display windows



3.27 DESIGN STANDARDS FOR VEHICLE SALES AND SERVICE ESTABLISHMENTS

- A. Building footprint should be a minimum of 10% of the parcel size and building should be permanent
- B. Total acreage of all motor vehicle dealerships within Encore shall not encompass a total of more than thirty five (35) acres of land unless the Town and the Developer consult and agree to any additional area.
- C. Parking requirements for automobile sales and service establishments are a maximum of one (1) parking space per 75 square feet of G.L.A. Site design should accommodate provisions for pedestrians through the frontage spaces and other locations where customers are anticipated to park. All parking areas, including for-sale cars and parking for vehicles to be serviced, shall be designed according to the parking and landscaping standards contained in these design guidelines. No cars shall be parked outside of designated striped parking areas.
- D. All automobile service areas must adhere to screening requirements as designated in these design guidelines

3.28 DESIGN STANDARDS FOR OUTDOOR & FAMILY ENTERTAINMENT

- A. Outdoor and Indoor family entertainment is defined as a smaller amusement park geared towards family fun. Family entertainment centers, or FEC's as they're commonly called, are generally smaller and cost less than a traditional amusement park. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section. Common attractions include, but are not limited to:

Bumper boats	Bowling
Go-Karts	Batting cages
Music and dancing	Laser tag
Miniature golf	Indoor children's play equipment
Video game arcade	Banquet facilities
Ground level kiddie rides	Meeting rooms
Mild thrill rides	Outdoor event areas
Snack bar/restaurant	Water slide
Golf / driving range	

- B. It is required that specific photographs with dimensions be provided to illustrate all vertical elements on site. A site plan identifying these vertical elements must be submitted with the photographs.
- C. Lighting: The lighting allowed for attractions may be modified from the other standards in the Design Guidelines due to safety concerns. To the extent possible, the same fixtures should be used for the lighting of attractions as are used elsewhere in Encore. The lighting design should keep the lighting contained within the attraction.
- D. Safety and Boundary Restraints: It is understood that safety of guests and employees is paramount in the design and operation of attractions. For example, boundary restraints are required on the go cart track for safety purposes. The use of vinyl coated chain link fence rather than netting in areas that require reinforcement such as batting cages is necessary and appropriate to provide a safe environment for patrons. The allowable design solutions for safe operation of attractions shall take into account state of the art design and materials, usual and customary industry practices, safety, maintenance, and appearance. The DRC and JRC shall have the discretion to decide whether a design solution or improvement meets the intent of the design guidelines on a case by case basis. In considering the appropriate solution for inclusion in a proposed project, applicants shall advise the DRC and JRC of the best currently available and affordable design or practice, irrespective of whether it is incorporated in their proposed solution.
- E. Architecture: The design of attractions and accessory buildings may take many forms to create the necessary effect within a Family Entertainment Use. Given the wide variety of attractions that could be proposed, the DRC and JRC will consider the concepts inherent in an applicant's business model. The DRC and JRC recognize that such attractions may not fit within the architectural guidelines applicable to other uses in Encore. The DRC and JRC will have oversight as to which attractions and accessory buildings are allowable given the size, location and nature of the attraction and discretion to decide whether a proposal is acceptable within the development.

3.29 OFFICE / FLEX / LIGHT INDUSTRIAL

- A. These guidelines apply to: single and multi-tenant office buildings; multi-tenant, single-story structures designed as flexible space for offices, light industrial and professional services; and single-tenant light industrial or research and development type uses. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section.
- B. Building Design - Compatibility with Existing Development and Site Design
- The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
 - Repetition of roof lines.
 - Use of similar proportions in building mass and outdoor spaces.
 - Similar relationships to the street.
 - Similar windows and door patterns.
 - Building materials with similar colors and textures.
 - Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
 - Treat all sides with similar materials.
- C. All facades of a building shall have similar materials - Materials and Colors
- Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth- tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
 - Trim and accents of brighter colors, including primary colors, are allowed.
 - Vivid colors shall be used sparingly (3% or less of a façade). Vivid colors are defined as bright colors, such as primary colors.
 - Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
 - Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality Aluminum Composite Material Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
 - Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a façade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
 - Corrugated Metal Panel shall occupy no more than 25% of a façade.
- D. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
- Change in plane
 - Change in color
 - Change in texture or pattern
 - Windows
 - Columns, piers or equivalent element that subdivides the wall
 - Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 30% of the length of the facade.

- E. Building Entrances - Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
 - a. Canopy, arcade or portico
 - b. Overhang or recess
 - c. Raised corniced parapet
 - d. Peaked roof or arch
 - e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
 - f. Integral planters or wing walls and incorporate landscape areas and/or places for sitting
 - g. Special landscape or site feature
- F. Roof and Top Treatments
 - a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
 - b. The average parapet height may not exceed 15% of the supporting wall height.
 - c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
 - d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
 - e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
 - f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.
- G. Accessory Buildings
 - a. Shall be of the same character and materials as primary buildings.

3.30 WAREHOUSING & DISTRIBUTION

- A. These guidelines apply to warehousing and distribution uses, which typically have a comparatively high volume of truck traffic, multiple loading docks and large volume spaces for material or product storage. Indoor light manufacturing uses that possess these characteristics are also subject to these guidelines. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section.
- B. Landscaping
 - a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.
- C. Architecture
 - a. Compatibility with Existing Development
 - b. Treat All Sides with similar materials
 - c. Materials and Colors
 - d. Primary facade and roof colors shall be a low reflectance and subtle, neutral or earthtoned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
 - e. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors are defined as bright colors, such as primary colors.
 - f. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
 - g. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.

- h. Prohibited predominant materials are smooth-face concrete block, full ceramic walls and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent, but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
- i. Facades that face a street or public parking area shall not have a blank, uninterrupted length exceeding 100 feet without including at least two (2) of the following:
 - Change in plane
 - Change in color
 - Change in texture or pattern
 - Glazing
 - Columns, piers or equivalent element that subdivides the wall
- j. Publicly visible facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the façade and occupy at least 30% of the length of the facade.
- k. Building Entrances - Primary public entrances shall be defined and provide shelter from the sun, wind, rain and snow, and include one (1) of the following:
 - Canopy, arcade or portico
 - Overhang or recess
 - Raised corniced parapet
 - Peaked roof or arch
 - Architectural detail such as columns, tile work, stone or moldings integrated into the building structure
 - Integral planters or wing walls and incorporate landscaped areas and/or places for sitting

D. Roof and Top Treatments

- a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- b. The average parapet height may not exceed 15% of the supporting wall height.
- c. Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
- d. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- e. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- f. Large sloped roofs must have variations in height or offsets to break up the large plane with maximum 100 linear feet of one plane.
- g. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

E. Accessory Buildings

- a. Shall be of the same character and materials as primary buildings.
- b. No pre-engineered metal buildings.

3.31 SINGLE FAMILY RESIDENTIAL

3.31.1 Single Family Residential Site Design

- A. Strategic views of the mountains and other natural features shall be encouraged in the development.
- B. Minimum sizes are regulated for estate and single-family lots and houses. Patio homes and townhomes need not follow these regulations and will be reviewed on an individual basis by the DRC and JRC.

SINGLE FAMILY	<i>Livable space as defined by building code</i>
Min. Lot size	4,000 SF
Min. Ranch house	1,500 SF
Min. Two-story house	2,000 SF

- C. Pedestrian circulation should be continuous throughout the development and connect to adjacent attractions.
- D. Outdoor recreation opportunities for children and their parents should be provided.
- E. Entryways to the neighborhood should be emphasized with signage, fencing, walls and/or landscaped medians.
- F. Homes should be varied in location along lots to create variety along the street.
- G. Landscape plans shall be designed by a landscape design professional and shall include at least two (2) trees and four (4) shrubs planted on every lot containing a one-family dwelling. At least one (1) tree and four (4) shrubs will be planted in the front yard of non-corner lots. At least two (2) trees (one in the front yard and one in the side yard adjacent to the street) and four (4) shrubs (in the front or side yard adjacent to the street) will be planted on corner lots. Trees required in the adjacent right-of-way may not be used to meet this lot standard.
- H. Landscaping to be installed as soon as weather permits, but in any event no later than six (6) months after a home is certified for occupancy.
- I. Perimeter fencing shall be two-rail, post and dowel wood. "Mesh" type material will be allowed on the inside of the perimeter fencing. Other types of fencing may be allowed with DRC and JRC approval.
- J. Neighborhoods should have, at a minimum, six (6) foot privacy fencing along arterial and collector streets. Preferred arterial fence type is 1x6 cedar pickets with top and bottom rail and 36 inch masonry columns with pitched cap every 100 feet. Arterial fencing should noticeably deviate away from the straight fence line to create small landscaped "pockets". Opportunities include entryways, street corners or fencing that runs over 600 feet. These pockets may be located within easements to allow consistent irrigation and maintenance along with the arterial landscaping.
- K. Free-standing flag poles are not allowed. One wall-mounted bracket per home shall be allowed.
- L. All elevations are also subject to Town staff approval prior to permit.

3.31.2 RESIDENTIAL ARCHITECTURAL DESIGN STANDARDS

- A. General Conditions for Single Family Residents
 - a. Housing model variety is strongly encouraged and each housing model shall have at least three (3) characteristics which clearly and obviously distinguish it from other housing models. The characteristics shall include different floor plans, exterior elevations, exterior materials, roof lines, garage placement, and the placement of the footprint on the lot and/or building face.
 - b. To the extent feasible every front facade shall face the street and all units shall provide for a walk (hard surface) connection to the public walk system.
- B. Front Elevation
 - a. The front facade elevation shall consist of a mix of materials to provide an interesting and pleasing residential unit and streetscape.
 - b. The front facade shall include a minimum of 20% stone or brick. The garage door, front door and windows shall not be included in the calculation for percentage.
 - c. The color of all exterior materials will be subdued to blend with the colors of the natural landscape. Muted earth tones, primarily in hues of tan, brown, charcoal, or gray, or variations of blues, yellows, and greens are recommended. However, occasional accent colors used judiciously and with restraint may be permitted including white clad windows and entry doors or an accent color for the entry / front door may be used. A maximum of two colors each for the field and trim is encouraged. Light tones which unduly contrast with the surrounding landscape may be prohibited by the ARC.

C. Front Porches

- a. It is encouraged to provide a front porch or a well-defined entry for all residential homes.
- b. A front porch shall have a minimum depth of 4'-0" (as measured from the front facade to the posts, railings and spindles) and a minimum length of 4'-0".
- c. A front porch can intrude 4' into setback but must remain outside the utility easement.
- d. Posts and railings or a short "sitting wall" shall enclose all porches with a floor elevation more than 30 inches above finish grade.
- e. A well-defined front entry shall be a minimum of 4 feet wide and 4 feet deep. The width of the entry at its outer opening shall be a minimum of 2 feet wider than the width of the entry door, unless a Variance is approved under Section 1.9.

D. Garages

- a. If a three car garage is to be built, then one garage bay will be offset from the primary façade of the dwelling or a covered porch by at least two feet.
- b. With car garage doors that are visible as part of front building elevations, shall not comprise more than sixty five (65) percent of the ground floor street-facing linear building frontage. Corner lots are exempt from this condition. Three car garages may comprise a higher percentage.
- c. Each detached single family dwelling shall include an attached or detached two car garage and may include a larger garage up to three (3) cars only.
- d. Garage doors will be detailed with grids or panel patterns, and/or windows with decorative trim features. Garage colors will be complementary in color and design to the house exterior. Other ARC solutions to mitigate the impact of garage doors may be considered if approved by the ARC.
- e. Garage doors may be located on another side of the dwelling (side loaded) provided that the side of the garage facing the street has windows or other ARC features that mimic the features of the living portion of the dwelling.
- f. Tapering driveways at the street curb unless the driveway is of sufficient length to allow vehicles to park in the driveway without blocking access to other garage doors shall be discouraged.

E. Roofs

- a. Residences shall have exterior elevations, roofs, and details that are coordinated and consistent in their architectural treatment
- b. Multiple axis roof lines to reduce building scale and increase individuality and diversity shall be encouraged.
- c. Roof pitches of 5/12 shall be encouraged for the dominant roof surface, except where styles incorporate flat or lower pitched roof design as an expression of deliberate architectural appearance.
- d. Eave lines that vary vertically to improve visual quality and break up building mass shall be encouraged.
- e. High-profile/random asphalt shingles with a minimum of a 30 year life shall be used. Three (3) tab asphalt shingles are not allowed. Weather wood, or similar tone colors, or other complimentary shingle color for the paint scheme for the unit shall be used.
- f. Other roofing materials shall be approved on an individual case basis and may include, but is not limited to metal, concrete, tile or simulated fiberglass cedar shake shingle roofs in earth tones, shall be encouraged.
- g. Patios by Builders
- h. The builder shall provide each residence with a rear patio from the back door of the building.

3.32 Multi-Family Residential

A. Landscaping

- a. Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.

B. Building Design

- a. Compatibility with Existing Development and Site Design - The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
 - b. Repetition of roof lines.
 - c. Use of similar proportions in building mass and outdoor spaces.
 - d. Similar relationships to the street.
 - e. Similar windows and door patterns.
 - f. Building materials with similar colors and textures.
- g. Site design for flex uses should incorporate, where possible, central, common service/ loading areas.
- h. Treat all sides with similar materials.
- i. Multi-family building facades shall be articulated with porches, balconies, bays or other offsets.
- j. Accessory buildings should be similar in character and materials as primary buildings.
- k. All facades of a building shall have similar materials.

C. Materials and Colors

- a. Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, grays or charcoal color values.
- b. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors shall be used sparingly (3% or less of a façade). Vivid colors are defined as bright colors, such as primary colors.
- c. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color. Cementitious siding
- d. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
- e. Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a façade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.

D. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:

- a. Change in plane.
- b. Change in color.
- c. Change in texture or pattern.
- d. Windows.
- e. Columns, piers or equivalent element that subdivides the wall.
- f. Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 20% of the length of the facade.

E. Building Entrances - Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of

the following:

- a. Canopy, arcade or portico.
- b. Overhang or recess.
- c. Raised corniced parapet.
- d. Peaked roof or arch.
- e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
- f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
- g. Special landscape or site feature.

F. Roof and Top Treatments

- a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- b. The average parapet height may not exceed 15% of the supporting wall height.
- c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
- f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

G. Accessory Buildings

- a. Shall be of the same character and materials as primary buildings.

4.0 Definitions

Animated sign - A moving sign that utilizes motion, implied or actual, in a horizontal or vertical plane or both. The only animated type of signs that are permitted are "time and temperature" and "barber pole" signs.

ARC - Encore Architectural Design Review Committee

Awning - A temporary hood, cover or shelter which may be fixed or retractable, and which projects from the exterior wall of a building over a window, walk, door or similar building feature. An awning is often constructed of fabric, metal or glass and is not supported by the ground.

Berm - An undulation in terrain creating a new landform within a landscape to be utilized for wind protection, screening or a point of focal interest.

Buffer - The use of open space, architecture, or landscape materials to minimize the visual and/or noise impacts of development.

Building - Any structure used, designed or intended for the roofed shelter, enclosure or protection of persons, animals or property.

Canopy - A roof-like structure serving the purpose of protecting vehicles and/or pedestrians and which may be freestanding or attached to a building, is provided with supports, and is open on three (3) sides if attached and on all sides if freestanding.

Clinic, medical or dental - Offices organized as a unified facility to provide medical or dental treatment as contrasted with an unrelated group of such offices, but not including bed-patient care.

Convenient center - A small group of retail stores and service establishments which serve a local neighborhood, including, by way of example but not of limitation, a food store, drugstore, hardware store, barber shop, restaurant, shoe repair shop or laundromat.

Development - A single lot, parcel or tract of land or portions or combinations of lots, parcels or tracts of land which are held in single or common ownership and which exist as a distinct functional entity. Multi-use buildings and multiple building complexes which are held in singular or common ownership, either by individual, corporation, partnership or other legally recognized entity, shall be considered a development for the purpose of signage.

DRC - Encore Design Review Committee

Flashing sign - A sign that is illuminated with intermittent lighting, animated lighting or with varying intensities of light at intervals of fifteen (15) seconds or less, including a moving light or lights.

Flex - Flex space lends itself to a variety of uses. The building is designed for multiple tenants, divided in spaces running front to rear. Office space is located at the front of the building with warehouse space, typically accessed by delivery doors at the rear elevation of the building. The proportion of office vs. warehouse space in each tenant space is not determined until the user occupies the space. The space may subsequently be re-proportioned to accommodate the current occupant or a new occupant's changing needs. The space may include such uses as offices; retail and wholesale stores; warehousing, manufacturing, light industrial, or scientific research functions.

Freestanding sign - A sign that is permanent and self-supporting, being non-dependent upon support from a building or other structure, including signs placed upon fences or non-supporting walls.

General Warehousing - Establishments primarily engaged in operating merchandise warehousing and storage facilities, including mini-storage facilities. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such as forklifts, pallets, and racks. Warehousing facilities should be oriented away from public view and located adjacent to complementary uses.

Gross leasable area (G.L.A.) - The total floor area of commercial buildings, which floor area is designed for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, if any; expressed in square feet and measured from the center line of joint partitions and from outside wall faces.

Heavy Industrial - Heavy industry typically involves large and heavy products or large and heavy equipment and facilities (such as heavy equipment, large machine tools, and large buildings); or complex or numerous processes. Because of those factors, heavy industry involves higher capital intensity than light industry.

Home occupations - In any district where home occupations are permitted as an accessory use, the establishment and continuance of a home occupation shall be subject to the following general requirements: use shall be conducted entirely within a dwelling and carried on principally by the inhabitants thereof; use shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the residential character thereof; total area used for such purposes shall not exceed the equivalent of one-half (½) the floor area, in square feet, of the first floor of the user's dwelling unit; no advertising, display or other indications of home occupation on the premises; there shall not be conducted on the premises the business of selling stocks, supplies or products, provided that incidental retail sales may be made in connection with the permitted home occupations; no exterior storage on the premises of material used in the home occupation; no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line, as a result of the home occupation;

Home occupations examples: refer to Town Code at the time of application for allowable home occupation uses.

JRC - Johnstown Review Committee

Light Industrial - Light industrial shall mean uses engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including precessing, fabrication, assembly, treatment, packaging, incidental storage, sales or distribution of such products. Further, light industrial shall mean uses such as the manufacture of electronic instruments, preparation of food products, pharmaceutical manufacturing, research and scientific laboratories or the like. Light industrial shall not include uses such as mining and extracting industries, petrochemical industries, rubber refining, primary metal or related industries. In addition, all uses allowed in section 1.5.11 shall be included in the definition of light industrial

Lot - A single parcel of contiguous land occupied or intended to be occupied by such structures and uses as permitted, together with the open spaces required, and abutting on a public street or officially approved way.

Lot area - The area of contiguous land bounded by lot lines, exclusive of land provided for public thoroughfare.

Lot lines - The lines bounding a lot as defined herein.

Manufacturing - The processing of raw materials or parts into finished goods through the use of tools, human labor, machinery, and chemical processing. Manufacturing is a value-adding process allowing businesses to sell finished products at a higher cost over the value of the raw materials used

Mixed-Use - A Site or Building that incorporates more than one use. This could be a site that has both residential and non-residential on the same site or it could be the use of a structure that combines or integrates both residential and non-residential uses in the same structure/building.

Multi-family - Multifamily residential is a classification of housing where multiple separate housing units for residential inhabitants are contained within one building, with multiple buildings of the same classification are located on a single lot. Units can be next to each other, or stacked on top of each other and are for rent rather than owned by the residents.

Office - A type of land-use where the order of work is service related rather than production of goods or retail sales

Off-street parking space - The area on a lot designed to accommodate a parked motor vehicle as an accessory service to the use of lot and with adequate access thereto from the public street.

Offset/Setback - The horizontal distance between any structure and a lot line, other than a street right-of-way line.

Open space - The gross area of a lot or tract of land minus all streets, driveways, parking lots, and building areas, which is to be or has been landscaped or developed for use by the public or by the residents of the lot or tract of land for private, common or public enjoyment or recreational use.

Outdoor recreational facilities - Land and structure, along with accessory equipment, designed and utilized for leisure time activities of a predominantly "outdoor" nature and of more specific purpose than passive park-like open areas, and further classified as follows:

Public: Facilities owned and operated by a government agency for limited or general public use.

Private commercial: Facilities owned and operated by a group for profit as a business, whether or not open to general public use.

Private group: Facilities owned and operated by a group for the exclusive use of the members of such group and their guests and not for profit as a business.

Private residential: Facilities owned by an individual, located on the same lot or adjoining lot to his or her family and guests.

Overstory Street Canopy - Large, deciduous shade trees with high branch systems at maturity that are located within the public right-of-way between the edge of the street and the edge of private or common property or in street medians. Typically, these trees are located between the bike path or sidewalk and the street edge.

Passenger transportation terminals - Bus and rail depots, but not including airports, airstrips, and landing fields. Any such use shall be located not less than one hundred (100) feet from any residential district boundary

Private lodge or club - A structure or grounds used for regular or periodic meetings or gatherings of a group of persons organized for a nonprofit purpose, but not groups organized to render a service customarily carried on as a business.

Professional office - The office of a doctor, dentist, architect, landscape architect, engineer, lawyer or other similar recognized profession.

Retail store - A commercial establishment for the sale of material goods or commodities in relatively small quantities directly to the consumer.

Roof sign - A sign erected, constructed and maintained above the eaves and attached to the roof of a building. Roof signs are specifically prohibited.

Screen - To use landscape materials, walls, fencing, etc. to shield an area from view and to mitigate noise impacts.

Setback - The horizontal distance between any structure and the established street right-of-way line.

Sign - Any structure or part thereof or any device attached to a structure, or any other form of visual communication applied by paint, illumination, embossing or other technique to a structure for the purpose of directing, advertising, informing, warning or otherwise conveying information visually to the viewer.

Single-family - Is an independent residential structure that sits on its own land and is designed to be used as a single dwelling unit.

Single-family Attached - A dwelling unit on an individual lot attached to another dwelling unit on an adjoining lot (ie. duplex or townhome)

Stormwater Detention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for a limited period of time.

Stormwater Retention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for an extended period of time.

Structure - A combination of materials other than natural terrain or plant growth erected or constructed to form a shelter, enclosure, retainer, container, support, base, pavement or decoration. The word structure includes buildings. Exception: Not including fences six (6) feet or less in height.

Use, Accessory - A use subordinate to and customarily incident to the permitted principal use of the property or buildings and located upon the same lot as the principal use.

Use, Permitted - That utilization of land by occupancy, activity, building or other structure which is specifically enumerated as permissible by the regulations of the zoning district in which land is located.

Use, Principal - The main or primary use of property or structures as permitted on such lot by the regulations of the district in which it is located.

Xeriscape - An environmentally friendly landscape design approach where some or all of the following techniques are utilized: selecting low water demanding plants, grouping plants by their cultural needs, reducing turf areas, using turf types with low water requirements, using plants native to the region being designed, using mulches to cover soil and save moisture, irrigating by zoning plants together with similar water needs and by using efficient head layout and water distribution patterns, and performing regular maintenance to preserve the landscape and conserve water.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado

ACTION PROPOSED: Consider Agreement

ATTACHMENTS: 1. Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado

PRESENTED BY: Matt LeCerf, Town Manager
Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION:

On February 18, 2016, the Town of Johnstown (“Town”), Johnstown Plaza, LLC (“Developer”), and the Johnstown Plaza Metropolitan District (“District”) entered into the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado (“Agreement”) for the purpose of setting forth, among other matters, the terms and conditions relating to the financing of the Johnstown Plaza commercial project. The Agreement provides that, for the first phase of the project, the District was entitled to issue bonds to produce net proceeds of up to \$65,000,000. The District was thereafter only entitled to use those proceeds to fund verified eligible costs related to the acquisition of land and the funding of public improvements. The District has issued the maximum amount of bonds.

Because of the historically low interest rates, the District desires to refinance the bonds. As a part of the refunding, the District desires to issue bonds that exceed the original cap amount to reimburse the Developer for remaining public improvement costs that are eligible to be reimbursed by the District in the net amount up to \$7,000,000 (“New Money Bonds”). The New Money Bonds will be released after execution by the Town, the Ledge Rock Center Commercial Metropolitan District and Ledge Rock Center, LLC of a Development and Reimbursement Agreement and Escrow Agreement for Ledge Rock Center, upon mutually agreed upon terms and for mutually agreed upon purposes. If the Ledge Rock Center Commercial project does not move forward by

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October 3, 2022, the New Money Bonds will be used to prepay the principal on the Johnstown Plaza bonds.

To effectuate the foregoing, the Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado is attached for the Town Council's consideration.

LEGAL ADVICE:

The Town Attorney and the Town's Special Counsel, MaryAnn McGeady, prepared the Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado.

FINANCIAL ADVICE:

Refunding the Johnstown Plaza bonds will result in a net savings due to the lower interest rates. The cost of issuing the New Money Bonds, if the Ledge Rock Center Commercial project does not move forward, is approximately \$500,000.

RECOMMENDED ACTION: Approve the Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado.

SUGGESTED MOTIONS:

For Approval: I move to approve the Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado, and authorize the Mayor to execute the agreement.

For Denial: I move to deny approval of the Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado.

Reviewed and Approved for Presentation,



Town Manager

**SECOND AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT AGREEMENT,
FUNDING PLAN,
AND
INTERGOVERNMENTAL AGREEMENT
FOR
JOHNSTOWN PLAZA
JOHNSTOWN, COLORADO
DATE: DECEMBER 13, 2021**

**SECOND AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT AGREEMENT,
FUNDING PLAN,
AND
INTERGOVERNMENTAL AGREEMENT
FOR
JOHNSTOWN PLAZA
JOHNSTOWN, COLORADO**

THIS SECOND AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT, FUNDING PLAN AND INTERGOVERNMENTAL AGREEMENT FOR JOHNSTOWN PLAZA, JOHNSTOWN, COLORADO (the “**Second Amendment**”) is made and entered into as of the ____ day of December, 2021 (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**”), **JOHNSTOWN PLAZA, LLC**, a Kansas Limited Liability Company (“**Developer**”), and **JOHNSTOWN PLAZA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado (“**District**”).

RECITALS

A. Effective February 18, 2016, the Parties entered into a Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado (the “**Original 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.

B. The Original Agreement contemplates the issuance of Bonds, specifically, the Phase I Bonds and the Phase II Bonds, as well as the Developer Bonds, in a total amount not to exceed the Cap Amount of \$95,000,000, as further described in the Original Agreement, in order to finance the carrying out of the purpose of the Original Agreement, including the reimbursement of the Developer for Verified Eligible Costs, among other items.

C. Effective June 13, 2016, the Parties entered into a First Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Johnstown, Colorado (the “**First Amendment**,” and together with the Original Agreement, the “**Agreement**”) for the purpose of waiving a requirement under Section 4.5A of the Original Agreement relating to the issuance of the Phase I – Series B Bonds, enabling for one issuance of Bonds (the 2016 Bonds) that produced net proceeds of up to \$65 Million of the Cap Amount.

D. The use of the proceeds from the Bonds are limited by certain requirements set forth in the Agreement, including, without limitation, that the proceeds be used to finance certain of the Verified Eligible Costs, relating to, without limitation, funding the Public Improvements.

E. As of the Effective Date, the 2016 Bonds have been issued to the extent allowed under the Agreement and the Project, as set forth in the Agreement, is substantially complete.

F. The Final Allocation of Proceeds were used, among other permitted uses, to reimburse the Developer for certain Verified Eligible Costs; however, there are remaining Verified Eligible Costs incurred by the Developer that have not been reimbursed (the “**Remaining Developer Verified Eligible Costs**”).

G. The interest rates on bonds issued by special districts in 2021 have been at historic low rates and it is anticipated that the interest rates in the first quarter of 2022 will continue to be at historic low rates.

H. The District desires to issue Refunding Bonds in order to refinance the 2016 Bonds at a lower interest rate as well as issue additional Bonds to pay the Remaining Developer Verified Eligible Costs (the “**Refunding and New Money Bonds**”), and the District requests that the Town approve of the provisions of this Second Amendment in order to allow the District to effectuate the same under the terms of the Agreement, as amended, including, without limitation, the issuance of Bonds to reimburse all of the Remaining Developer Verified Eligible costs up to Seven Million (\$7,000,000.00) Dollars (the “**2022 Reimbursement**”), as set forth below.

I. The Town approves of the District’s issuance of Refunding Bonds in order to refinance the Bonds, and funding the 2022 Reimbursement, on the conditions set forth below.

J. Unless a different meaning is clearly indicated, capitalized terms used in this Second Amendment have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

AGREEMENT

1.1 The Parties agree to amend the Original Agreement, as amended by the First Amendment, to authorize the issuance of the Refunding and New Money Bonds to provide for the 2022 Reimbursement on the following terms and conditions:

(a) At closing on the issuance of the Refunding and New Money Bonds, the 2022 Reimbursement shall be deposited in the Project Fund; and

(b) The 2022 Reimbursement shall not be released by the Trustee until the Trustee has received written direction from the Town and the District (the “**Release Notice**”).

(c) The parties recognize and agree that the Release Notice shall not be issued until:

(i) The Town, the Ledge Rock Center Commercial Metropolitan District (the “**Ledge Rock District**”) and Ledge Rock Center, LLC, a Kansas limited liability company (“**Ledge Rock Center**”), have entered into a Development and Reimbursement

Agreement for Ledge Rock Center (“**Development and Reimbursement Agreement**”) with mutually acceptable terms, including, but not limited to, the terms and conditions for the release of the Ledge Rock District bond proceeds and the release of the 2022 Reimbursement, which may be referenced therein as the JP Developer Contribution; and

(ii) The Town, the Ledge Rock District and Ledge Rock Center have entered into an Escrow Agreement with mutually acceptable terms, including, but not limited to, the terms and conditions for distribution of the Ledge Rock District bond proceeds and for distribution of the 2022 Reimbursement, which may be referenced therein as the JP Developer Contribution.

(d) If the Trustee receives the Release Notice on or before 4:00 p.m. on October 3, 2022, the Trustee shall distribute the 2022 Reimbursement into an escrow account as set forth in such notice; and

(e) If the Trustee does not receive the Release Notice on or before 4:00 p.m. on October 3, 2022, the Trustee shall use the 2022 Reimbursement to prepay principal on the Refunding and New Money Bonds no later than the December 1, 2022 principal payment date on the Refunding and New Money Bonds (the “**Extraordinary Mandatory Call**”).

1.2 The District agrees to include in the Indenture for the Refunding and New Money Bonds the provisions regarding the alternatives for distribution of the 2022 Reimbursement and for the Extraordinary Mandatory Call as set forth herein.

1.3 The Developer and the District recognize and agree that the 2022 Reimbursement shall only be used for the construction of improvements agreed to by the Town and that such improvements shall be subject to public bidding, the requirements of which shall be more fully set forth in the Development and Reimbursement Agreement.

1.4 Unless otherwise specifically amended by this Second Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

[The Remainder of this Page Intentionally Left Blank]

JOHNSTOWN PLAZA 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 Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Colorado was acknowledged before me this ____ day of _____, 2021, by _____, as President and _____ as Secretary of JOHNSTOWN PLAZA METROPOLITAN DISTRICT, a quasi-municipal corporation of the state of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

JOHNSTOWN PLAZA, LLC, a Kansas
limited liability company

By: _____
Its President

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Second Amendment to the Comprehensive Development Agreement, Funding Plan and Intergovernmental Agreement for Johnstown Plaza, Colorado was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Johnstown Plaza, 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



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: December 13, 2021

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):

- 01/03/2022 – Regular Town Council Meeting
- 01/19/2022 – Regular Town Council Meeting

Administration, Finance, Planning, & Human Resources

- *Online Document Management System* – Within the last few months over 3,000 documents have been scanned and uploaded into the Laserfiche Software for increased accessibility and searchability.
- *Liquor Licensing* – Lux Nailbar, BM Nailbar, J&M Post Club and Hays Market renewals have been submitted to the State for approval.
- *Business Licensing* - Business License Renewal Letters have been sent reminding businesses to renew for 2022.
- *Municipal Court* – Court processed 126 summonses in the month of November.
- *Certification of Tax Levies* – DLG 70 forms have been completed and will be submitted to both Larimer and Weld Counties on December 14 after the conclusion of the Council meeting on December 13, 2021. Once submitted, the mill levy will be certified and set for the 2022 budget year.

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- *2022 Budget Document* – The Town’s 2022 Budget document is nearly complete. Portions of the document have been restructured in an effort to provide readers with a more comprehensive view of our community.
- *Sewer Bonds* – The first payment of \$488,287 on the sewer bonds was submitted on November 24.
- *ICSC Here We Go Conference* – Town staff and councilmembers will attend ICSC Here We Go conference from December 5 – 7 to focus on attracting diverse retailers and developers to our community. The trade mission will focus on marketing several master planned projects in Johnstown including greenfield sites.
- *Shop Small Business Campaign* – Town staff applied for the Shop Small Business Campaign through American Express and received promotional items to provide to businesses to assist them in encouraging shoppers to shop locally along with Shop Small Business Saturday (typically falls on the first Saturday after the Thanksgiving holiday). Staff handed out the promotional items to several participating businesses and works with the Communications Department to launch a Shop Small Social Media campaign.
- *November Biz Walk* – November’s Biz Walk included Town Manager and Economic Development Manager who visited with Johnstown Tax Service and Wing Shack, both located within the downtown corridor.
- *Christmas Tree Sponsorship Campaign* – The Town received additional sponsorships from existing businesses in Johnstown. As of current, the Town raised \$3,810 in sponsorships and the tree was installed in November by the Public Works department. All ornaments have been installed onto the tree including the ornaments decorated with logos of each business that sponsored.
- *Johnstown Cash Program* – There are currently 48 businesses enrolled in the Johnstown Cash Program and over \$56,800 has been redeemed in certificates. Participating businesses continued to be reminded that the program officially ends December 31, 2021 and all certificates must be received and scanned onto the Conpoto App by that date.
- *Johnstown Clean Up Voucher Program 2021* – The 2021 Clean Up Voucher Program was a success. The Town partnered with Larimer County Landfill to provide residents with an opportunity to dispose of unwanted refuse through use of a voucher good for 1 car/truck/SUV or small trailer. The program, which occurred from November 12- November 27, was utilized by 138 residents. In 2020, the voucher program was used by 104 residents. In total for 2021, this program cost \$2545.60.
- *Johnstown Jingle and Community Outreach* – The Office of Communications set up a table at the Johnstown Jingle on December 5, 2021 in order to reach residents and visitors to the Town on a person-to-person basis. Residents were able to ask about Town services, catch up with the Town website and newsletter, and grab some Town swag. Events like these are great for Town Staff to interact with the public to help provide accessible information to all.
- *Newsletter Communications* – Newsletters for 2021 are all posted online at johnstown.colorado.gov/newsletter and residents are encouraged to take a look back through 2021 to catch up on monthly news they may have missed over the year. The December Newsletter features A Letter from the Mayor – A Year in Review. The Office of Communications continues to work towards newsletter content that provides updates and transparency of Town projects and events with residents.

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- *Town Contribution to JDDA Resident Welcome Bags* – The Town continues to contribute to the Welcome Bag initiative run by the JDDA for new residents of the Town. Contributions include Town branded stickers and magnets as well as the most recently published newsletter.
- *Hiring* – The Town has hired Troy White as the new Public Works Director. He will start later this month.
- *HRIS System* – We have made the switch to our new human resource information and payroll system.
- *Land Use Code Update* – The initial meeting of the Steering Committee met in mid-November. The next step will be a report to Council, PZC, and the committees on our current code and gaps to address, expected in early February.
- *Comprehensive Plan* – Final delivery of the revised plan document and upload to the website, for quick and easy access, will occur by December 17. Staff is getting bids for hard copy printing, for purchase, at cost, by the public at the Front Desk.
- *Tree City USA Application* – The Tree City USA Application was submitted on December 2 to the State Forester for review.
- *Letford Walk-Through* – Staff participated in the Letford inventory and property walk through in November. A general report regarding the condition of the property will be provided to Council with suggestions and recommendations in January.
- *Broadband Initiative* – The four local governments engaged with the regional broadband initiative interviewed 2 of the 3 companies the group is interested in working with to establish a faster and more reliable broadband service in the community. The final interview is tentatively set to take place next week.

Police Department

Training:

- *Less Lethal Certification* – All officers were recertified on the less lethal shotgun and OC. Detective Slocum, Detective Garcia and Sergeant Timme instructed the class in-house.

Community Policing, Outreach & Miscellaneous Items:

- *Communications Upgrade* – The department's in-car and portable radios were updated with the latest firmware. This upgrade allows officers to now communicate with Larimer County SO, Loveland Fire, and Loveland PD directly which we were not able to do in the past.

Public Works Department

Streets, Stormwater, Fleet & Parks

- *Streets* – Crews continue to pick-up trash totes for full service and recycling opt outs and deliver cans for new services. Potholes were patched on WCR 17.
- *Grading* – County Roads 3-20c, 46, 44, and 42 were completed.
- *Street Sweeping* – Sweepers were out in Old Town blowing off sidewalks and sweeping downtown.
- *Facilities* – Crews changed furnace filters at the Senior Center and installed Christmas lights and the new Town Christmas tree.

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- *Fleet* – Crews replaced a broken spring bracket in the snowplow to get ready for the coming weather. The oil was changed in 2 water pickups, 5 PW pickups & Town Hall Explorer. The PW Dept Head pickup is currently at Weld County Garage having transmission warranty work completed.
- *Parks* – New woodchips were placed in the parks. Cemetery was cleaned and a foundation was prepped for the Cemetery garage. Staff worked 5 funerals in the month of November. All port-a-lets were removed from parks for the season.

Water Plant & System

- *Plant* – Flows at the plant are averaging around 1.35 MGD. Operators are working through DAF chemical feed issues which is creating turbidity issues. Currently Staff is battling Surge Tank programming and operations and met with B&M to determine best path forward to correct the problem which involves programming and replacing the actuator.
- *Distribution System* – A fire hydrant on Trade St was repaired and Staff completed hydrant flow testing around Town. There was a water main break/repair on the fire hydrant lead near the car wash on SH60.

Wastewater Plants

- *Central* – Operators are working through Poly-Skid challenges with seasonal pond levels. We are seeing rising ammonia levels but are still in compliance.
- *Low Point* – Plant is seeing high BOD levels. Operators are evaluating microorganism health in the SBR's and adjusting mix liquor concentration in the south SBR. The fan press wench broke and required repair.
- *Collection System* – DES finished cleaning the sewer mains in Old Town, and all lift stations. The pumps at the Clearview lift station were repaired. Evaluating potential crack in pump casing.

Development & Project Updates

- *Johnstown Reservoir Dam Repair* – Reservoir is fully dewatered and J2 Contracting is starting to excavate and begin sludge removal. CDW scheduled 2 days of fish removal. First run resulted in 278 fish, 9 different species, with quality fish being relocated.
- *South Water Tank* – The piers for the tank foundation were complete and the Contractor has started the foundation for the Tank.
- *South Water Tank Distribution Pipeline* – Pre-Construction Meeting has been held with the Contractor, SHM West. Mobilization will occur the week of December 13 with a focus on crossings in time sensitive areas i.e., Ditches, RR, Agreements driven.
- *Central Interceptor Phase 1* – Starting masonry construction at the Lift Station. Completed installation of gravity sections and hit significant groundwater along SH60. Next steps are installation of fusible sewer pipe along the north side of SH60. Bore pit is complete with bore work in the process. Contractor found unidentified fiber that requires adjustment to grade in bore casing to provide adequate clearance.
- *Central Interceptor Phase 2* – The proposed recommendation for the construction award for Phase 2 is December 13. Material has already been purchased for Phase 2 with arrival of smaller pipe already occurring. Lead times are approximately 4 months on

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materials. Staff is waiting on easement agreements to start negotiations with property owners.

- *North Interceptor* – Design Engineer is working through 90% design with plans for completion by the end of 2021. Alignment easement needs have been identified and will be started upon completion of Phase 2 easement documents.
- *Low Point Sewer Expansion* – Pre-Construction meeting was held and Moltz has mobilized equipment on site. Earthwork construction started and crew is excavating near SBR's for 3rd cell.
- *Central Plant Design* – Design Engineer is updating the Utility Plan and working on the RFP documents for equipment selection. The 30% design is underway with survey scheduled next week and geotech on site.
- *Charlotte St* – Town received the 75% design with a public meeting planned after the holidays at the 90% design to discuss next steps.
- *Old Town* – SW installation is complete along North 1st Place and the contractor is in the process of working through utility crossings in the intersection of Estes with full street closures. Next steps are to tie into the Sewer in North 1st Place and start the Alley work.
- *2nd Ave Bridge Expansion* – Project Staff performed a site meeting with the Hillsborough Ditch Company the week the Thanksgiving to go over plans. Engineer officially submitted plans and Contractor ordered a 20'x4' box culvert for the widening.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: **Public Hearing - First Reading** – Ordinance 2021-218, An Ordinance Submitting to the Registered Electors of the Town of Johnstown at the General Municipal Election to be Held on April 5, 2022, a Charter Amendment to Require that the Proponents of Initiative and Referendum Petitions be Represented by Three Registered Electors of the Town of Johnstown

ACTION PROPOSED: Consider First Reading of Ordinance No. 2021-218

ATTACHMENTS: 1. Ordinance No. 2021-218

PRESENTED BY: Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION: Article 7 of the Johnstown Home Rule Charter (“Charter”) addresses initiative and referendum proceedings. Section 7.1.A and Section 7.2.A of Article 7 provide, respectively, that initiative and referendum proceedings may be commenced, except as otherwise provided in the Charter, pursuant to state statutes, ordinances or applicable laws that establish the procedures. Section 31-11-106(2), C.R.S., provides that each initiative or referendum petition “shall designate by name and mailing address two persons who shall represent the proponents thereof in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed.” Pursuant to state statute, the petition representatives do not need to be citizens or registered electors of the municipality.

To require that initiative and referendum petitions be represented by electors of the Town of Johnstown, rather than by non-citizens, the Town Council may refer a ballot question to the voters proposing an amendment to the Charter. The ballot question would read as follows:

SHALL SECTIONS 7.1 AND 7.2 OF ARTICLE 7 OF THE JOHNSTOWN HOME RULE CHARTER BE AMENDED TO REQUIRE THAT THE PROPONENTS OF INITIATIVE AND REFERENDUM PETITIONS BE REPRESENTED BY THREE REGISTERED ELECTORS OF THE TOWN OF JOHNSTOWN?

___ YES

___ NO

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If the electors vote in favor of the Charter amendment, Sections 7.1 and 7.2 of Article 7 would be revised to add a new subsection B that would read, respectively, as follows:

Section 7.1. Initiative.

...

- B. Each initiative petition shall designate by name and mailing address three registered electors of the Town who shall represent the proponents thereof in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed.

Section 7.2. Referendum.

...

- B. Each referendum petition shall designate by name and mailing address three registered electors of the Town who shall represent the proponents thereof in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed.

LEGAL ADVICE:

The Town Attorney prepared Ordinance No. 2021-218.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve Ordinance No. 2021-218

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2021-218, an Ordinance Submitting to the Registered Electors of the Town of Johnstown at the General Municipal Election to be Held on April 5, 2022, a Charter Amendment to Require that the Proponents of Initiative and Referendum Petitions be Represented by Three Registered Electors of the Town of Johnstown.

For Denial: I move to deny approval of Ordinance No. 2021-218.

Reviewed and Approved for Presentation,



Town Manager

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TOWN OF JOHNSTOWN, COLORADO**ORDINANCE NO. 2021-218****AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF JOHNSTOWN AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2022, A CHARTER AMENDMENT TO REQUIRE THAT THE PROPONENTS OF INITIATIVE AND REFERENDUM PETITIONS BE REPRESENTED BY THREE REGISTERED ELECTORS OF THE TOWN OF JOHNSTOWN**

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

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

WHEREAS, Article 7 of the Johnstown Home Rule Charter (“Charter”) addresses, among other matters, initiative and referendum proceedings; and

WHEREAS, Section 7.1.A and Section 7.2.A of Article 7 provide, respectively, that initiative and referendum proceedings may be commenced, except as otherwise provided in the Charter, pursuant to state statutes, ordinances or applicable laws that establish the procedures; and

WHEREAS, Section 31-11-106(2), C.R.S., provides that each initiative or referendum petition “shall designate by name and mailing address two persons who shall represent the proponents thereof in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed;” and

WHEREAS, pursuant to the state statute, the petition representatives do not need to be citizens or registered electors of the concerned municipality; and

WHEREAS, the Town Council desires to submit a proposed Charter amendment to the registered electors of the Town to require that the proponents of initiative and referendum petitions be represented by three registered electors of the Town; and

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

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

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

Section 1. The Town Council hereby submits and refers to the registered electors of the Town a proposed amendment to Section 7.1 of Article 7 of the Charter to provide a new Subsection 7.1.B and renumber the subsequent subsections, to read in its entirety as follows:

Section 7.1. Initiative.

- A. The initiative power, reserved by Article 5, Section 1(9) of the Colorado Constitution, is hereby extended to the registered electors of the Town as to Town legislation which is subject to the initiative power. Any initiated measure shall be in the form of an ordinance. The measure shall be initiated pursuant to the state statutes, ordinances or applicable laws which establish procedures for a municipal initiative, except as otherwise provided in this Charter and in ordinances consistent with this Charter.
- B. *Each initiative petition shall designate by name and mailing address three registered electors of the Town who shall represent the proponents thereof in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed.*
- C. The initiative petition shall be signed by registered electors of the Town equal in number to at least fifteen (15) percent of the total number of electors of the Town registered to vote at the last general municipal election.
- E. The Town Clerk shall not count as valid any signature on an initiative petition if the date of the signature is prior to the date the form of the petition was approved by the Town Clerk.
- F. The Town Clerk shall not count as valid any signature on an initiative petition if more than ninety (90) days have elapsed between the date the form of the petition was approved by the Town Clerk and the date of the signature.

Section 2. The Town Council hereby submits and refers to the registered electors of the Town a proposed amendment to Section 7.2 of Article 7 of the Charter to provide a new Subsection 7.2.B and renumber the subsequent subsections, to read in its entirety as follows:

Section 7.2. Referendum.

- A. The referendum power, reserved by Article 5, Section 1(9) of the Colorado Constitution, is hereby extended to the registered electors of the Town as to Town legislation which is subject to the referendum power. Such legislation shall be referred pursuant to the state statutes, ordinances or applicable laws which establish procedures for a municipal referendum, except as otherwise provided in this Charter and in ordinances consistent with this Charter.
- B. *Each referendum petition shall designate by name and mailing address three registered electors of the Town who shall represent the proponents thereof in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed.*
- C. A referendum petition shall be signed by registered electors of the Town equal in number to at least ten (10) percent of the total number of electors of the Town registered to vote at the last regular municipal election.
- D. The Town Clerk shall not count as valid any signature on a referendum petition if the date of the signature is prior to the date the form of the petition was approved by the Town Clerk.

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

SHALL SECTIONS 7.1 AND 7.2 OF ARTICLE 7 OF THE JOHNSTOWN HOME RULE CHARTER BE AMENDED TO REQUIRE THAT THE PROPONENTS OF INITIATIVE AND REFERENDUM PETITIONS BE REPRESENTED BY THREE REGISTERED ELECTORS OF THE TOWN OF JOHNSTOWN?

___ YES

___ NO

Section 4. The election shall be a general municipal election conducted by mail ballot on April 5, 2022. Pursuant to Section 6.4 of Article 6 of the Charter, the Town Clerk is hereby authorized to be in charge of all activities and duties related to the election. In addition, the officers and employees of the Town are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Ordinance.

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

Section 6. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Oxy Land Subdivision – Preliminary/Final Subdivision Plat

ACTION PROPOSED: Consider Resolution 2021-49 Approving the Oxy Land Preliminary/Final Subdivision Plat

ATTACHMENTS:

1. Resolution 2021-49
2. Vicinity Map
3. Proposed Oxy Land Subdivision Plat
4. PZC Staff Report (11/17/21)

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Anadarko E&P Onshore, LLC, is requesting subdivision plat approval of approximately 148 acres located on the south side of Co Hwy 60 and east side of I-25. (Attachment 1)

The proposed subdivision plat (Attachment 3) includes five (5) lots, three of which are buildable lots, the remaining two lots represent property that has been previously deeded to CDOT and the Town for appropriate adjacent right of way (I-25, Hwy 60, High Plains Blvd.)

This subdivision is a material requirement of Section 4 of the Oil and Gas Operator Agreement and Encroachment License, approved in 2019 (Recp # 4553635), between the Town and Kerr-McGee related to three proposed oil and gas sites. Dedication of right of way, and a lot along the northern portion of this property were identified as considerations in that agreement. This subdivision creates those platted lots.

There is currently a town-approved Kerr-McGee/Oxy oil and gas facility under construction on the southernmost portion and proposed lot for this site. No additional development agreement nor planning, construction, or engineering documents have been submitted or reviewed with this subdivision. Future development will provide those submittals, and appropriate development-related agreements will be pursued by the Town at that time.

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The Planning & Zoning Commission held a public hearing on December 1, 2021 (rescheduled from original date of 11/17/21); no public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Preliminary/Final Subdivision 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 2021-49 (Attachment 1).

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-49 approving Preliminary/Final Subdivision Plat for Oxy Land Subdivision, with conditions.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-49 approving Preliminary/Final Subdivision Plat for Oxy Land Subdivision, with conditions as stated within that resolution.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2021-49 as presented

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-49**

**APPROVING THE PRELIMINARY/FINAL SUBDIVISION PLAT FOR OXY
LAND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF
SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH
PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD,
STATE OF COLORADO, CONSISTING OF APPROXIMATELY 148.4 ACRES**

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

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

WHEREAS, Anadarko E&P Onshore, LLC, a Delaware limited liability company (“Applicant”), submitted an application to the Town for approval of a Preliminary/Final Subdivision Plat for Oxy Land Subdivision, located in the Northwest Quarter of Section 11, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 148.4 acres (“Property”); and

WHEREAS, on December 1, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Preliminary/Final Subdivision Plat for Oxy Land Subdivision, with conditions; and

WHEREAS, on December 13, 2021, the Town Council held a public hearing concerning approval of the Preliminary/Final Subdivision Plat for Oxy Land Subdivision, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Subdivision Plat for Oxy Land Subdivision, satisfies the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17; and

WHEREAS, based on the foregoing, Town Council desires to approve the Preliminary/Final Subdivision Plat for Oxy Land Subdivision, with conditions.

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

Section 1. Preliminary/Final Subdivision Plat Approval: The Preliminary/Final Subdivision Plat for Oxy Land Subdivision, located in the Northwest Quarter of Section 11, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 148.4 acres, attached as Exhibit A, is hereby approved, subject to the conditions set forth in Section 2.

Section 2. Conditions of Approval: The Preliminary/Final Subdivision Plat for Oxy Land Subdivision is approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. Prior to construction of any public or private improvements, Town approval of all required plans, reports and permits shall be obtained;
2. Prior to construction of any public or private improvements, each developer of any portion of the Property shall be obligated to execute a Subdivision Development and Improvement Agreement with the Town describing, among other matters, the public and private improvements and the obligations associated therewith with respect to such portion of the Property; and
3. Each developer of any portion of the Property shall execute a Water and Sewer Service Agreement with the Town related to such portion of the Property.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Subdivision Plat for Oxy Land Subdivision and record the Preliminary/Final Subdivision Plat at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of December, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

VICINITY MAP Oxy Land Subdivision



TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO



1. Description and easements shown hereon are based on (i) that certain ALTA Commitment for Title Insurance prepared by Land Title Guarantee Company, identified as order number FCIF25193324, with an effective date of October 15, 2021, at 5:00 p.m.
2. Bearings are based on the North line of the Northwest 1/4 of Section 11 as being S89°13'39"W, monumented as shown.
3. According to Colorado state law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date on the certification shown hereon.
4. Distances are U.S. Survey Foot.
5. Adjoiner information taken from Weld County Property Portal. An independent title search has not been performed by or provided to 609 Consulting, LLC.

THE NW 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO,

EXCEPTING THEREFROM THOSE PARCELS CONVEYED BY THE FOLLOWING DEEDS:
RECORDED FEBRUARY 19, 1902 IN BOOK 200 AT PAGE 117 AND AUGUST 2, 1902 IN BOOK 190
AT PAGE 81 AND OCTOBER 26, 1917 IN BOOK 485 AT PAGE 469 AND APRIL 28, 1930 IN BOOK
894 AT PAGE 33 AND JULY 20, 1937 IN BOOK 1013 AT PAGE 205 AND APRIL 25, 1939 IN BOOK
1041 AT PAGE 274 AND MAY 10, 1957 AT RECEPTION NO. 1254276 AND MARCH 22, 1961 AT
RECEPTION NO. 1351459 AND JANUARY 29, 2021 AT RECEPTION NO. 4676830 AND MARCH 8,
2021 AT RECEPTION NO. 4690405.

LEGEND

- _____ SECTION LINE
 - - - - - QUARTER SECTION LINE
 - - - - - SIXTEENTH SECTION LINE
 _____ LOT LINE
 _____ EXISTING EASEMENT
 ▲ FOUND PLSS MONUMENT AS INDICATED
 ● SET 5/8" REBAR WITH PINK
 PLASTIC CAP, P.L.S. NO. 38512
 ● FOUND 5/8" REBAR WITH GREEN
 PLASTIC CAP, P.L.S. NO. 34995
 ■ SET 2 1/2" ALUM CAP WITNESS
 CORNER, P.L.S. NO. 38512



OWNER: ANADARKO E&P ONSHORE LLC, DOES HEREBY CAUSE SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF OXY LAND SUBDIVISION, AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER ALL PUBLIC RIGHTS OF WAY, EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

, AUTHORIZED SIGNATORY

STATE OF _____)

) SS.

COUNTY OF _____

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY _____, AS AUTHORIZED SIGNATORY OF ANADARKO E&P ONSHORE LLC

THIS _____ DAY OF _____, 20_____

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS OXY LAND SUBDIVISION, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, _____.

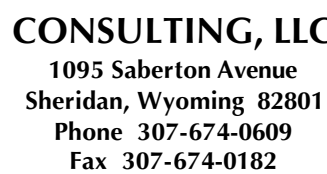
BY: _____ ATTEST: _____

MAYOR _____ TOWN CLERK _____

THIS IS TO CERTIFY THAT THIS MAP OR PLAT WAS PREPARED FROM
SURVEY DATA AND FIELD NOTES FROM A SURVEY PERFORMED IN THE
FIELD AND ON THE GROUND AND COMPLETED NOVEMBER 24, 2021.



T4N, R68W, OF THE 6th P.M.



DRAWN BY:

RZP

CHECKED BY
RKF

DATE:

REVISIONS:

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--	--

SHEET NO:
1



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of Preliminary/Final Subdivision Plat of Oxy Land Subdivision
DESCRIPTION:	Proposed large-tract subdivision to establish lots for future development and dedicate rights-of-way and easements. Creates three buildable lots and several lots for deeded right-of-way to the Town or CDOT.
LOCATION:	South of CO Hwy 60 and East of I-25
APPLICANT:	Anadarko E&P Onshore, LLC
STAFF:	Kim Meyer, Director
HEARING DATE:	November 17, 2021

ATTACHMENTS

1. Vicinity Map
2. Final Plat

PROJECT SUMMARY

The Applicant is requesting consideration of a combined Preliminary/Final Subdivision Plat encompassing approximately 150 acres. The existing use on this parcel is the Kerr-McGee S&B Oil & Gas well facility on the southwestern portion of the lot. This subdivision will create Lot 2 for that facility to remain and create a substantial buffer from any future development. Lots 3 and 4 are properties that were deeded to the Town and to CDOT for needed right of way, and merely create and memorialize these as platted areas. Lots 1 and 5 will be slated for future mixed-use development. Several existing easements also traverse the site.

The I-25 Frontage Road previously located on the western boundary has been permanently closed and abandoned by CDOT. The eastern boundary will develop as the southern extension to High Plains Boulevard, and eventually connect into the larger, 14-mile, regional “interstate parallel arterial” envisioned within an existing IGA between Johnstown, multiple municipalities, counties, and CDOT. Future accesses would be anticipated to be primarily from this future High Plains Blvd., and would be further determined with future development plans.

Zoning: PUD-MU (Mixed Use)

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ADJACENT ZONING & LAND USE

North	PUD-MU – Future “Vista Commons”
East	PUD-MU – Undeveloped ag land
South	Weld Co. ‘A’ – Existing ag properties
West	I-25 and Welty Ridge PUD

PROPERTY LAND USE HISTORY

This property has historically been agricultural use, with one small residence - currently vacant. In 2019, the S&B oil and gas facility was granted a Use by Special Review approval by the Town, with construction and drilling commencing in 2020.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, October 28, 2021, per municipal code. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a brief description of the project. Given the scope of the development, no notices were mailed to property owners for this simple subdivision, notices for future development will be mailed. No neighborhood meeting was required at this time. No public comments have been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

2006 Johnstown Area Comprehensive Plan Review *(under which this application was submitted)*

GOAL CF 1. New development achieves the community’s goals and is consistent with the Town’s vision.

- Staff believes this subdivision accomplishes this goal, allowing for a contiguous, and more compact pattern of growth, as well as a mix of uses to create more complete neighborhoods. Creation of this subdivision and these new lots allows this land located at a vital gateway to Johnstown to be utilized for more than the passive oil and gas activity in the future, and acts as a buffer from the use to the Hwy 60 activity corridor.

GOAL MC 2. An adequate, efficient, safe and comprehensive transportation system integrating all modes of transportation.

- Dedication of additional right of way for the interstate and High Plains Blvd. assist the Town in achieving a better overall, more connected transportation system over time.

This “super-plat” (large tract) subdivision is being processed without submittal of full construction drawings, with the understanding that future development plans, subdivisions, and any construction or development will require additional town review and approval of all development and engineering reports, plans, construction drawings, and other plans for public and private improvements prior to construction of improvements or structures.

While not in strict conformance with code requirements that require submittal of engineering reports and development plans with plats, the ability to proceed to platting without full plans and “CD’s” in place is accommodated elsewhere, in Staff’s interpretation, by [JMC §17-111](#) requiring that an agreement be in place that requires all necessary improvements, in conformance with Town design standards and other applicable codes and regulations, and which plans/reports have been reviewed and approved by the Town.

Staff recognizes that, on large properties with potentially long-term development plans that may not yet be known, this type of platting can be utilized as a reasonable and flexible approach to how the market

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functions, and can even permit some early “anchor” uses to kick off in advance of full plans for the remainder of the master planned area. Utilizing this option allows known uses/users to move forward, creates larger tracts for sale to other specialty developers (i.e., shopping center, multi-family, senior housing), while securing right-of-way, utility easements, and other up-front needs of the Town and community to ensure logical and efficient build-out as the area develops. Staff believes that this approach fulfills the spirit and intent of the Code.

Staff has no outstanding concerns and believes this subdivision will promote the Town’s goals of 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 Oxy Land Subdivision be approved based upon the following findings:

1. The proposed subdivision is consistent with the Town of Johnstown 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.

Recommended Motion

Based on the application received, associated materials presented, and the preceding analysis, the Planning & Zoning Commission finds that the request for the combined preliminary/final subdivision plat for Oxy Land Subdivision furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval with Conditions of the Oxy Land Subdivision based upon the findings as stated above, and the following conditions:

1. Prior to construction of any additional public or private development improvements, Town-approval of all required plans, reports, and permits shall be obtained.
2. A development agreement shall be entered into with the Town with future development that states and clarifies developer obligations.

Alternate Motion

- Motion to Deny: “I move that the Commission recommend to the Town Council Denial of the Oxy Land Subdivision preliminary/final plat based upon the following findings...”

Planner:



Kim Meyer, Planning & Development Director



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Welty Ridge Subdivision Filing No. 1 – Preliminary/Final Subdivision

ACTION PROPOSED: Consider Resolution 2021-50 Approving the Welty Ridge Subdivision Filing No. 1 (Preliminary/Final)

ATTACHMENTS:

1. Resolution 2021-50
2. Vicinity Map
3. Proposed Welty Ridge Subdivision Filing No. 1 Plat
4. PZC Staff Report (11/17/21)
5. Public Comment – Gateway Owners

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Buc-ee's, Ltd, is requesting subdivision plat approval of approximately 144 acres located on the south side of Weld CR 48 and the west side of I-25. (Attachment 1)

The proposed subdivision plat (Attachment 3) includes creation of two (2) buildable lots, and a large Tract A that will be subdivided further as future development is proposed. Additional right-of-way for expansion of Weld CR 48 is dedicated with this plat, as well as for two streets internal to the site, which provide access to the two lots. Lot 1 is currently planning to obtain a direct access from Weld CR 48.

A basic development agreement accompanies this proposed subdivision (on this same agenda). That agreement will apply to Tract A of the subdivision; while a separate and more detailed agreement will be pursued with the prospective developer/user of Lots 1 and 2.

A set of construction & engineering documents for the public improvements to the platted rights-of-way/streets has been submitted and is being reviewed in association with this subdivision – however additional reviews and revisions are ongoing. No development will be permitted to occur on Lots 1 and 2 until all plans have received approval/acceptance by the Town and our reviewing agencies. A more detailed development agreement for those lots will be forthcoming, once development details are better known and identified.

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Public Comment was submitted to the Town, along with an accompanying supplemental traffic analysis, which is under review by the Town's contracted traffic engineer, FHU, as a part of the construction and engineering review for the proposed public improvements. Town Staff has worked to keep the Gateway owners "in the loop" on our reviews, the applicant's submittals, and the review/hearing process, and continue to work diligently to facilitate the best solution possible for both parties as well as the Town's long-range transportation network. Approval of this proposed subdivision does not assure or solidify a specific traffic solution; that will remain a matter of technical engineering review. Staff will continue to keep these concerns top of mind as we proceed with our reviews. CDOT and Weld County have also been reviewing agencies on these plans.

The Planning & Zoning Commission held a public hearing on December 1, 2021 (rescheduled from original date of November 17, 2021); no additional public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Preliminary/Final Subdivision 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 2021-50 (Attachment 1).

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-50 approving Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, with conditions.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-50 approving Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, with conditions as stated within that resolution.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2021-50 as presented

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-50**

APPROVING THE PRELIMINARY/FINAL SUBDIVISION PLAT FOR WELTY RIDGE SUBDIVISION FILING NO. 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 140.08 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, Platte Land & Water, LLC, a Delaware limited liability company (“Applicant”), submitted an application to the Town for approval of a Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, located in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 140.08 acres (“Property”); and

WHEREAS, on December 1, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, with conditions; and

WHEREAS, on December 13, 2021, the Town Council held a public hearing concerning approval of the Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, satisfies the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, with conditions.

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

Section 1. Preliminary/Final Subdivision Plat Approval: The Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, located in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 140.08 acres, attached as Exhibit A, is hereby approved, subject to the conditions set forth in Section 2.

Section 2. Conditions of Approval: The Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1 is approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. Prior to construction of any public or private improvements, Town approval of all required plans, reports and permits shall be obtained;
2. Prior to recordation of the Preliminary/Final Subdivision Plat, the Town and the Applicant shall execute a Subdivision Development and Improvement Agreement;
3. At the discretion of Town staff, each developer of any portion of the Property shall be obligated to execute a separate Subdivision Development and Improvement Agreement with the Town or execute an amendment to the Subdivision Development and Improvement Agreement executed between the Applicant and the Town, describing, among other matters, the public and private improvements and the obligations associated therewith with respect to such portion of the Property; and
4. Each developer of any portion of the Property shall execute a Water and Sewer Service Agreement with the Town related to such portion of the Property.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Subdivision Plat for Welty Ridge Subdivision Filing No. 1, and, once the second condition of approval is met, record the Preliminary/Final Subdivision Plat as provided herein at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS _____ day of December, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

VICINITY MAP



WELTY RIDGE SUBDIVISION - FILING NO. 1

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 10,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2
TOTAL AREA = 6,101,747 SQ. FT., OR 140.08 ACRES, MORE OR LESS

Ownership and Dedication:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 TO BEAR NORTH 00°25'11" WEST, A DISTANCE OF 2669.28 FEET BETWEEN A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "T4N R68W C1/4 +S10 2009 LS 13155" AT THE CENTER QUARTER CORNER OF SAID SECTION 10 AND A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "WELD COUNTY T4N R68W 1/4 S3|S10 2009 PLS 23520" IN RANGE BOX AT THE NORTH QUARTER CORNER OF SECTION 10, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 10;
THENCE ALONG SAID WEST LINE, NORTH 00°25'11" WEST, A DISTANCE OF 2669.28 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10;
THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10, NORTH 89°00'37" EAST, A DISTANCE OF 1566.96 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE I-25 AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON JULY 6, 2021, AT RECEPTION NO. 4732712;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:
1. SOUTH 01°07'54" EAST, A DISTANCE OF 30.00 FEET;
2. THENCE SOUTH 79°50'29" EAST, A DISTANCE OF 588.54 FEET;
3. THENCE SOUTH 16°46'30" EAST, A DISTANCE OF 445.62 FEET;
4. THENCE SOUTH 07°21'01" EAST, A DISTANCE OF 948.59 FEET;
5. THENCE SOUTH 02°16'03" EAST, A DISTANCE OF 297.38 FEET;
6. THENCE SOUTH 01°15'51" WEST, A DISTANCE OF 823.15' FEET;
7. THENCE NORTH 88°54'51" EAST, A DISTANCE OF 37.80 FEET;
THENCE SOUTH 00°23'17" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 10;
THENCE ALONG SAID SOUTH LINE, SOUTH 88°54'51" WEST, A DISTANCE OF 2409.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 6,148,761 SQ. FT. OR 140.08 ACRES, (MORE OR LESS) BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD;

HAVE BY THESE PRESENTS, CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS, TRACTS, AND EASEMENTS TO BE KNOWN AS WELTY RIDGE SUBDIVISION - FILING NO. 1, FOREVER HEREAFTER THE STREETS AS ARE LAID OUT AND DESIGNATED ON THIS PLAT AND DO ALSO RESERVE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT,

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, 20__.

OWNER:
PLATTE LAND & WATER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

STATE OF COLORADO)
COUNTY OF)SS

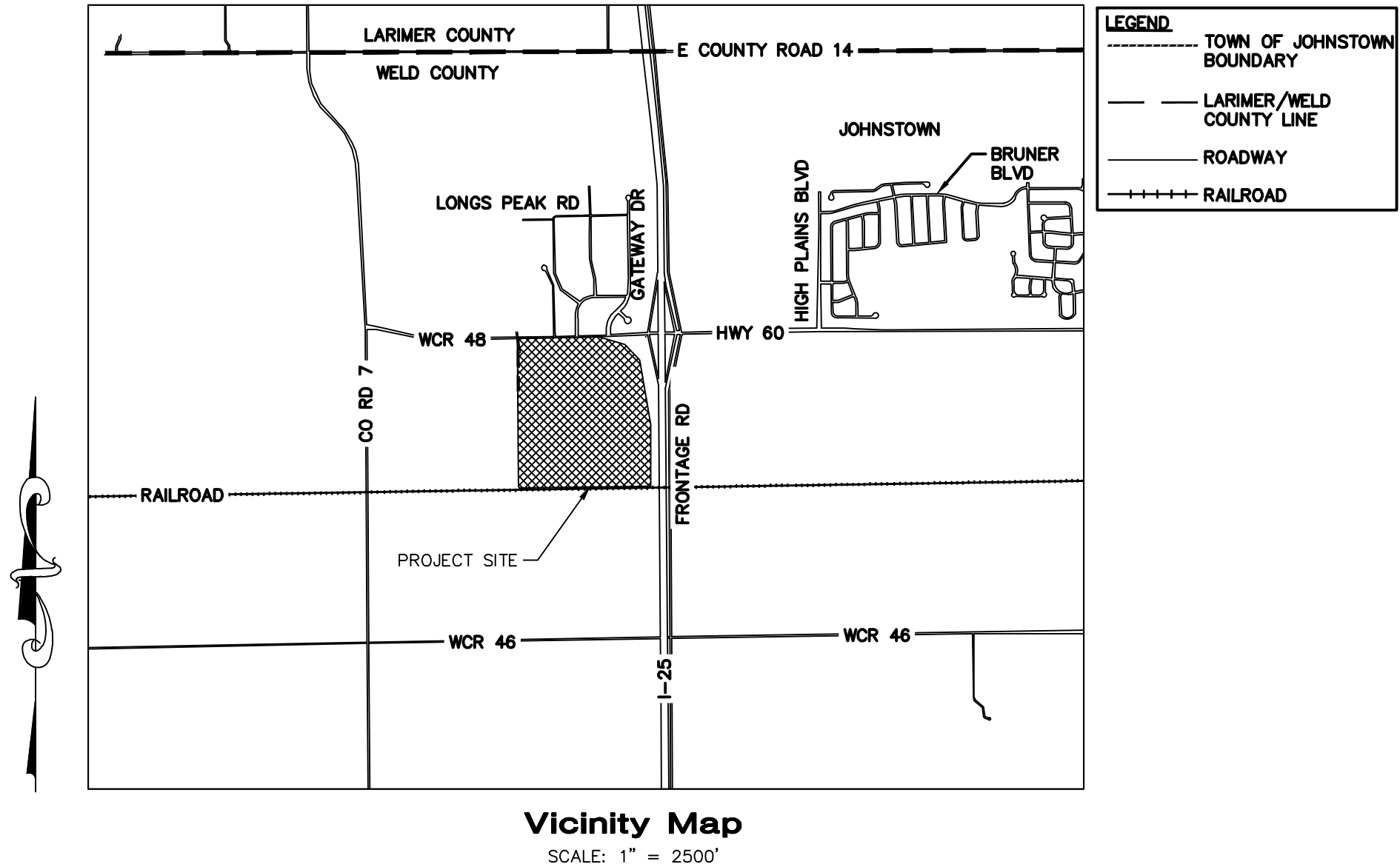
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ AS

_____ OF PLATTE LAND & WATER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Town Council:

THIS PLAT, TO BE KNOWN AS WELTY RIDGE SUBDIVISION - FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20__.

BY: _____ ATTEST _____
MAYOR TOWN CLERK



Notes

1. STEWART TITLE GUARANTY COMPANY COMMITMENT NUMBER 3114020-07849, DATED JUNE 22, 2021 AT 7:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
5. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°25'11"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 10, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "T4N R68W C1/4 +S10 2009 LS 13155" AND THE NORTH QUARTER CORNER OF SAID SECTION 10, BEING A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "WELD COUNTY T4N R68W 1/4 S3|S10 2009 PLS 23520" IN RANGE BOX AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
7. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
8. THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
9. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#16	AUG 31, 1939	BOOK 1049, PAGE 583	TRANSMISSION ESMT. (BLANKET)
#20	APR 09, 1974	REC. NO. 1633583	TRANSMISSION ESMT. (BLANKET)
#21	NOV 22, 1995	REC. NO. 2464768	CONSENT AGREEMENT
#22	JUN 12, 2008	REC. NO. 3560159	ORDINANCE 2008-800
#23	JUN 12, 2008	REC. NO. 3560161	ANNEXATION AGREEMENT
#24	JUN 12, 2008	REC. NO. 3560162	VEEMAN ANNEXATION
#25	JAN 26, 2010	REC. NO. 3672097	OIL AND GAS LEASE
	DEC 28, 2012	REC. NO. 3899374	EXTENSION
#27	FEB 22, 2012	REC. NO. 3826355	SURFACE USE AGREEMENT
#29	OCT 25, 2013	REC. NO. 4535298	PIPELINE EASEMENT RELEASE
#30	SEP 07, 2018	REC. NO. 4429247	INCLUSION OF PROPERTY INTO METROPOLITAN DISTRICT NO. 4
#31	MAR 16, 2020	REC. NO. 4575190	ORDINANCE 2020-169
#32	MAR 16, 2020	REC. NO. 4575191	DEVELOPMENT PLAN
#33	SEP 24, 2018	REC. NO. 4433264	BARGAIN AND SALE DEED
10. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND DO NOT APPEAR TO AFFECT THE SUBJECT PROPERTY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#19	NOV 07, 1960	BOOK 1570, PAGE 625	DITCH EASEMENT (AFFECTS SE 1/4 OF SEC 10)
-----	--------------	---------------------	---
11. FINAL TOWN-APPROVED DEVELOPMENT PLANS AND CONSTRUCTION DOCUMENTS ARE REQUIRED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING ON-SITE.
12. TRACTS MUST BE RE-PLATTED WITH THE TOWN OF JOHNSTOWN PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING.

Surveyor's Certificate

I, EDGAR T. BRISTOW, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

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

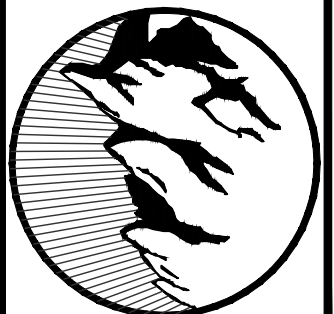
EDGAR T. BRISTOW
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR #19588

REVISION	DATE
1 - REVISIONS PER CLIENT	-2021-09-05 EP
2 - REVISIONS PER CLIENT	-2021-10-05 EP
3 - REVISIONS PER CLIENT	-2021-11-02 EP
4 - ADD NOTES 11 & 12	-2021-11-03 EP
5 - NEW LINEWORK	-2021-11-23 EP
6	
7	
8	
9	

WELTY RIDGE SUBDIVISION -
FILING NO. 1
FINAL PLAT

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FAX: (303) 443-9830
4501 LOGAN ST.
DENVER, CO 80216
PH: (303) 936-6997
FAX: (303) 923-3180
655 FOURTH AVE.
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355



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WILL HAVE STAMP
(SEAL)

JOB NUMBER:
21-75,744
DATE:
09-24-2021
DRAWN BY:
E. PRESCOTT
CHECKED BY:
MV/JK/WW

SHEET 1 OF 2

WELTY RIDGE SUBDIVISION - FILING NO. 1

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 10,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	499.51	318.00	90°00'00"	N46°21'03"W	449.72
C2	100.18	104.50	54°55'30"	N86°05'53"E	96.38
C3	10.46	49.50	12°06'24"	N36°38'37"W	10.44

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S67°07'21"E	45.26
L2	S89°34'49"W	80.00
L3	N07°40'14"W	260.12
L4	N89°00'37"E	83.99
L5	N88°38'57"E	80.00
L6	S88°38'57"W	20.00
L7	N01°21'03"W	30.00
L8	N88°38'57"E	120.00
L9	S01°21'03"E	30.00
L10	N88°38'57"E	20.00
L11	N01°21'03"W	19.69
L12	N30°35'25"W	33.92
L13	S66°26'23"E	51.84
L14	N80°54'02"E	136.68
L15	N80°54'02"E	9.33

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 19588"
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 19588"
- <NAME> PARCEL OWNERSHIP INFORMATION
- EXTERIOR BOUNDARY
- PROPOSED LOT LINES
- SECTION LINES
- ADJOINING PROPERTIES
- EXISTING EASEMENTS
- PROPOSED EASEMENTS

Boundary Closure Report

COURSE: N00°25'11"W LENGTH: 2669.28'
COURSE: N89°00'37"E LENGTH: 1566.96'
COURSE: S01°07'54"E LENGTH: 30.00'
COURSE: S79°50'29"E LENGTH: 588.54'
COURSE: S16°46'30"E LENGTH: 445.62'
COURSE: S07°21'01"E LENGTH: 948.59'
COURSE: S02°16'03"E LENGTH: 297.38'
COURSE: S01°15'51"W LENGTH: 823.15'
COURSE: N88°54'51"E LENGTH: 37.80'
COURSE: S00°23'17"E LENGTH: 30.00'
COURSE: S88°54'51"W LENGTH: 2409.08'

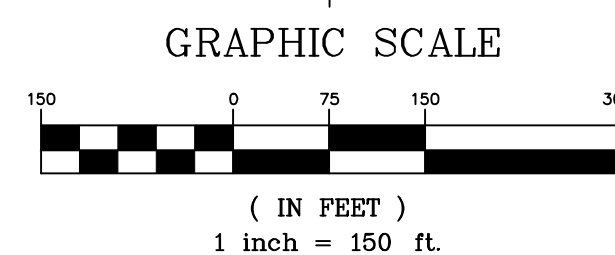
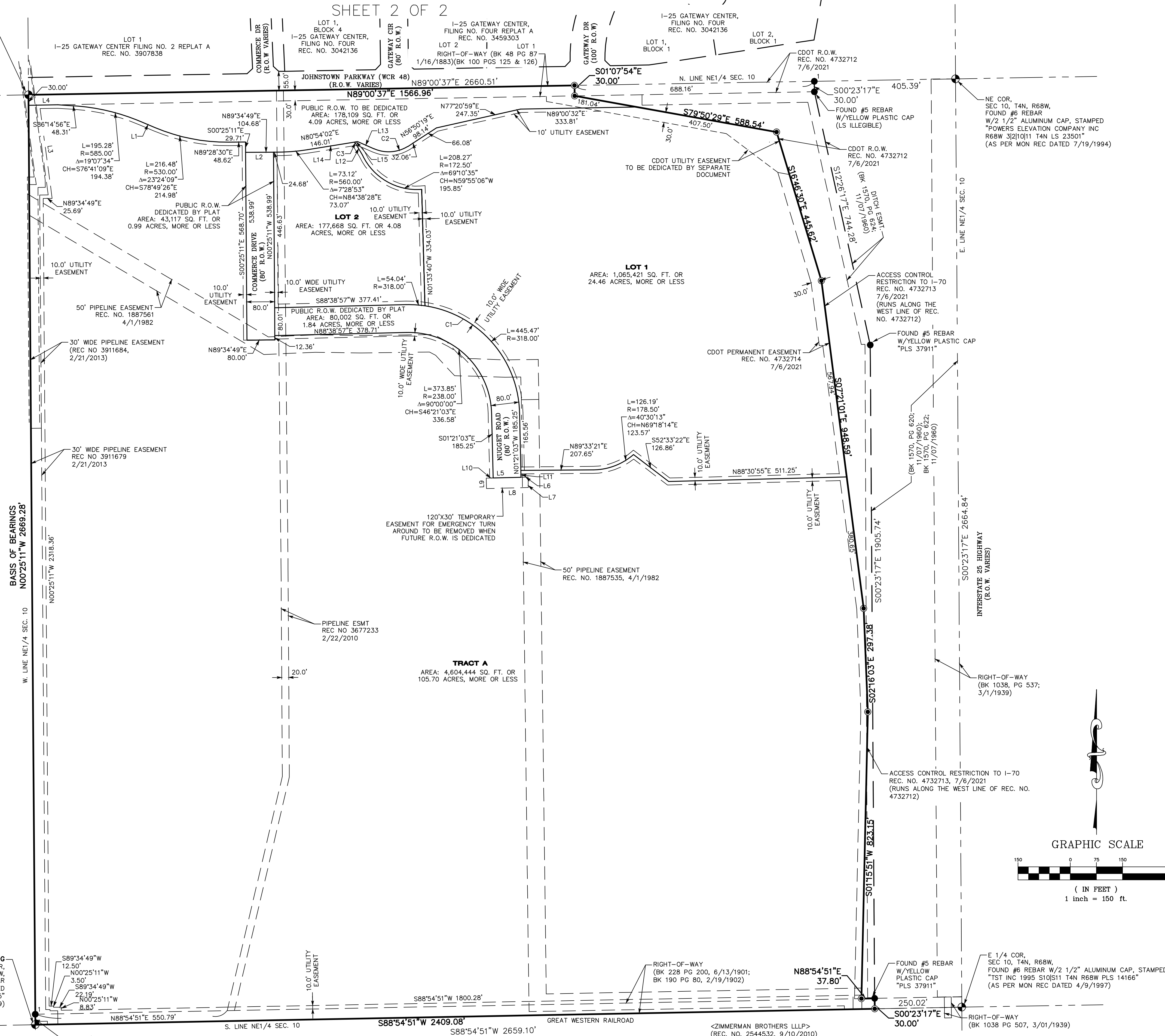
AREA: 6148761 SQ. FT.
ERROR CLOSURE: 0.01
ERROR NORTH: -0.007
COURSE: S24°02'40"E
EAST: 0.003

PRECISION 1: 984640

<SAUER WEST LLC>
(REC. NO. 3009387, 11/26/2002)

POINT OF BEGINNING
C 1/4 COR.
SEC 10, T4N, R68W,
FOUND #6 REBAR
W/3 1/4" ALUMINUM CAP, STAMPED
"T4N R68W C1/4 +S10 2009 LS 13155"
(AS PER MON REC DATED 10/28/2009)

N 1/4 COR.
SEC 10, T4N, R68W,
FOUND #6 REBAR
W/3 1/4" ALUMINUM CAP, STAMPED
"WELD COUNTY T4N R68W 1/4 S31S10
2009 PLS 23520"
IN RANGE BOX
(AS PER MON REC DATED 4/29/2010)



DATE	REVISION
2021-09-05	1 - REVISIONS PER CLIENT
2021-10-05	2 - REVISIONS PER CLIENT
2021-11-02	3 - REVISIONS PER CLIENT
2021-11-03	4 - ADD NOTES 11 & 12
2021-11-23	5 - NEW LINEWORK
	6 -
	7 -
	8 -
	9 -
	10 -

WELTY RIDGE SUBDIVISION -
FILING NO. 1
FINAL PLAT

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FAX: (303) 776-4355

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AND SIGNATURE

JOB NUMBER:
21-75,744

DATE:
09-24-2021

DRAWN BY:
E. PRESCOTT

CHECKED BY:
MV/JK/WW

SHEET 2 OF 2



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of Preliminary/Final Subdivision Plat of Welty Ridge Subdivision
DESCRIPTION:	Proposed large-tract subdivision to establish lots for future development and dedicate rights-of-way and easements. Creates two buildable lots and a large tract for future development, as well as dedicates Town rights-of-way.
LOCATION:	South of Weld CR 48 and West of I-25
APPLICANT:	Buc-ee's, Ltd.
STAFF:	Kim Meyer, Director
HEARING DATE:	November 17, 2021

ATTACHMENTS

1. Vicinity Map
2. Final Plat

PROJECT SUMMARY

The Applicant is requesting consideration of a combined Preliminary/Final Subdivision Plat encompassing approximately 140 acres. This subdivision will create two (2) lots, dedicate right of way along CR 48 and some internal roadways, and create one large tract for future development and re-subdivision. Several existing easements for irrigation and gas pipelines traverse the site.

Zoning: PUD-MU (Mixed Use) – Welty Ridge ODP

ADJACENT ZONING & LAND USE

North	Gateway (G) & PUD-MU – Light industrial and Retail uses
East	I-25
South	Weld Co. 'A' – Existing ag properties + GWRR railroad spur
West	Weld Co. 'A' – Existing ag properties

PROPERTY LAND USE HISTORY

This property has historically been agricultural use, with some oil and gas. No development has occurred on this site.

The Community That Cares

johnstown.colorado.gov

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

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, October 28, 2021, per municipal code. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a brief description of the project. Courtesy notices were mailed to owners within 500 feet of the parcel. No neighborhood meeting was required at this time. No public comments have been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

2006 Johnstown Area Comprehensive Plan Review *(under which this application was submitted)*

GOAL CF 1. New development achieves the community's goals and is consistent with the Town's vision.

- Staff believes this subdivision accomplishes this goal, allowing for a contiguous, and more compact pattern of growth, as well as allow the opportunity to create more energized activity centers for commercial and employment uses.

GOAL MC 2. An adequate, efficient, safe and comprehensive transportation system integrating all modes of transportation.

- Dedication of additional right of way for the interstate and CR 48 future major arterial assist the Town in achieving a better overall, more connected transportation system over time.

This “super-plat” (large tract) subdivision is being processed without approval of full construction drawings, with the understanding that future development plans, subdivisions, and any construction or development will require additional town review and approval of all development and engineering reports, plans, construction drawings, and other plans for public and private improvements prior to construction of improvements or structures. These plans have been submitted for portions of the subdivision, and are under review by Town Staff and ancillary reviewers.

While not in strict conformance with code requirements that require submittal of engineering reports and development plans with plats, the ability to proceed to platting without full plans and “CD’s” in place is accommodated elsewhere, in Staff’s interpretation, by [JMC §17-111](#) requiring that an agreement be in place that requires all necessary improvements, in conformance with Town design standards and other applicable codes and regulations, and which plans/reports have been reviewed and approved by the Town.

Staff recognizes that, on large properties with potentially long-term development plans that may not yet be known, this type of platting can be utilized as a reasonable and flexible approach to how the market functions, and can even permit some early “anchor” uses to kick off in advance of full plans for the remainder of the master planned area. Utilizing this option allows known uses/users to move forward, creates larger tracts for sale to other specialty developers (i.e., shopping center, multi-family, senior housing), while securing right-of-way, utility easements, and other up-front needs of the Town and community to ensure logical and efficient build-out as the area develops. Staff believes that this approach fulfills the spirit and intent of the Code.

Staff has no outstanding concerns and believes this subdivision will promote the Town’s goals of 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 Welty Ridge 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.

Recommended Motion

Based on the application received, associated materials presented, and the preceding analysis, the Planning & Zoning Commission finds that the request for the combined preliminary/final subdivision plat for Welty Ridge Subdivision furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval with Conditions of the Welty Ridge Subdivision based upon the findings as stated above, and the following conditions:

1. Prior to construction of any additional public or private development improvements, Town-approval of all required plans, reports, and permits shall be obtained.
2. A development agreement shall be entered into with the Town with future development that states and clarifies developer obligations.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of the Welty Ridge Subdivision preliminary/final subdivision plat based upon the following findings..."

Planner:



Kim Meyer, Planning & Development Director

I-25 Gateway Center Owner's Association

Traffic Flow Objection Letter

Dear Planning Commission Members:

As the president of the Gateway Owner's Association ("Association"), I am writing to express concerns relative to modifications of the access and traffic circulation plan proposed as a component of the "Buc-ee's" project and Welty Ridge Subdivision. Based on our review of the proposal, we understand that the current traffic plan seeks to eliminate full turn access at the intersection of CR 48 and Gateway Drive. We strongly oppose this modification to Gateway's primary access point, and we believe that such a course of action is detrimental to property values, unnecessarily impacts current development plans and is unwarranted at this time.

Specifically, our membership (over 50 business owners) is very concerned that eliminating full turn movement at the intersection will impair the continued development of the Gateway Center ("Gateway") and will negatively impact its existing businesses. Notably, Johnstown has identified the I-25 and WCR48 intersection as a Gateway and Activity Center within the proposed Comprehensive Plan. Gateway's development is important to creating the initial impression for the Town's visitors and residents. Gateway provides significant commercial tax base and is an ideal area for continued retail and commercial development. After years of struggle, significant development is set to occur in Gateway. Several retail projects are currently being proposed within Gateway, but they will fail if the existing access is prematurely restricted to a Right in Right out only. Accordingly, we urge the Commission to consider the importance of keeping Gateway's development healthy and sustainable. Prematurely restricting access for Gateway seems unreasonable when such a result would greatly benefit Buc-ee's and the Welty Subdivision, at the expense of Gateway.

Importantly, our traffic consultants believe that the existing full turn movement access can be maintained in a safe manner for the foreseeable future. We have attached a copy of their memorandum discussing this issue for your edification. As provided in the letter, the Association respectfully requests that the Commission consider options to maintain the existing full turn movement to prevent detrimental effects to the GOA's property values and development plans. Specifically, we request that Planning Commission recommends requiring a full movement access be analyzed as a part of the Traffic Study for the Welty Ridge subdivision and support maintaining the existing full turn movement access when safe conditions exist, and acceptable service levels are met. Additionally, we specifically request that the Traffic Study for the Welty Ridge Subdivision include an analysis that maintains full movement at Gateway Drive.

Thank you for your consideration of our concerns, and our position that access into Gateway should not be impaired, and that this can be achieved in a safe and effective manner.

Sincerely,

Sean Saffell, President, I-25 Gateway Owners Association



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Johnstown Village Filing 3 Preliminary/Final Subdivision Plat and Development Plans

ACTION PROPOSED: Consider Resolution 2021-51 Approving the Johnstown Village Filing 3 Preliminary/Final Subdivision Plat and Development Plans

ATTACHMENTS:

1. Resolution 2021-51
2. Vicinity Map
3. Proposed Johnstown Village Filing 3 Subdivision Plat and Development Plans
4. PZC Staff Report (11/17/21)

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, LGI Homes – Colorado, LLC, is requesting approval of a preliminary/final subdivision plat and development plans for 132 townhome (single family attached) units on approximately 13 acres. The site is Tracts M & N of the Johnstown Village PUD, located on the south side of Highway 60 and at the north end of Meadowlark Drive. (Attachment 2)

The proposed development (Attachment 3) provides for 25 structures, in 4 and 6-plex configurations, totally 132 alley-loaded townhome residences. The homes are oriented towards the interior streets, Meadowlark Dr and Bunting Place, to provide a more attractive streetscape; or to interior landscaped courtyard spaces. The development proposes two public streets that enter each tract, providing local street access to the private alley/drives and garage access, as well as emergency access meeting Front Range Fire District requirements.

There is a significant grade difference from Highway 60 to the south end of these sites, which hindered the Applicant's ability to provide usable interior park areas. The Applicant worked with the Town Manager to arrive at a cash-in-lieu amount to address the code requirement for that land dedication for parks. A 10-foot concrete sidewalk along the Highway 60 frontage will be constructed with this Development.

The Community That Cares

johnstown.colorado.gov

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The Planning & Zoning Commission held a public hearing on December 1, 2021 (rescheduled from original date of 11/17/21); no public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Preliminary/Final Subdivision 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 2021-51 (Attachment 1).

Written public comment was provided to Planning Staff after the PZC hearing, and is included as Attachment 5. No additional public comment was received from neighbors. A neighborhood meeting was not held as these tracts were previously approved for multifamily uses, at a higher density than this project is proposing.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-51 approving Preliminary/Final Subdivision Plat and Development Plans for Johnstown Village Filing 3 Subdivision, with conditions.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-51 approving Preliminary/Final Subdivision Plat and Development Plans for Johnstown Village Filing 3 Subdivision, with conditions as stated within that resolution.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2021-51 as presented

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-51**

APPROVING THE PRELIMINARY/FINAL PLAT AND PRELIMINARY/FINAL DEVELOPMENT PLAN FOR JOHNSTOWN VILLAGE FILING NO. 3, BEING A REPLAT OF TRACTS M AND N, JOHNSTOWN VILLAGE FILING NO. 1, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 12.982 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, LGI Homes - Colorado, LLC, a Colorado limited liability company, d/b/a LGI Homes (“Developer”), submitted an application to the Town for approval of a Preliminary/Final Plat and Preliminary/Final Development Plan for Johnstown Village Filing No. 3, being a Replat of Tracts M and N, Johnstown Village Filing No. 1, located in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, and consisting of approximately 12.982 acres; and

WHEREAS, on December 1, 2021, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat and Preliminary/Final Development Plan for Johnstown Village Filing No. 3, with conditions; and

WHEREAS, on December 13, 2021, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and Preliminary/Final Development Plan for Johnstown Village Filing No. 3 and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat and Preliminary/Final Development Plan for Johnstown Village Filing No. 3 meet the data requirements and design standards of the subdivision regulations contained in the Johnstown Municipal Code.

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat and Preliminary/Final Development Plan Johnstown Village Filing No. 3, with conditions.

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

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for Johnstown Village Filing No. 3, being a Replat of Tracts M and N, Johnstown Village Filing No. 1, located in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, and consisting of approximately 12.982 acres, attached hereto and

incorporated herein by reference at Exhibit A, is hereby approved subject to the condition set forth in Section 3 below.

Section 2. Preliminary/Final Development Plan Approval: The Preliminary/Final Development Plan for Johnstown Village Filing No. 3, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved subject to the conditions set forth in Section 3 below.

Section 3. Conditions of Approval: The Preliminary/Final Plat and Preliminary/Final Development Plan for Johnstown Village Filing No. 3 are approved subject to the following conditions:

1. Prior to recordation of the Preliminary/Final Plat, Developer shall provide a payment to the Town, in the amount required by the Town, in lieu of the land dedication required by Johnstown Municipal Code §17-51(a).
2. Prior to recordation of the Preliminary/Final Plat, Developer shall execute a Subdivision Development and Improvement Agreement and a Water and Sewer Service Agreement.

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

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of December, 2021.

ATTEST:

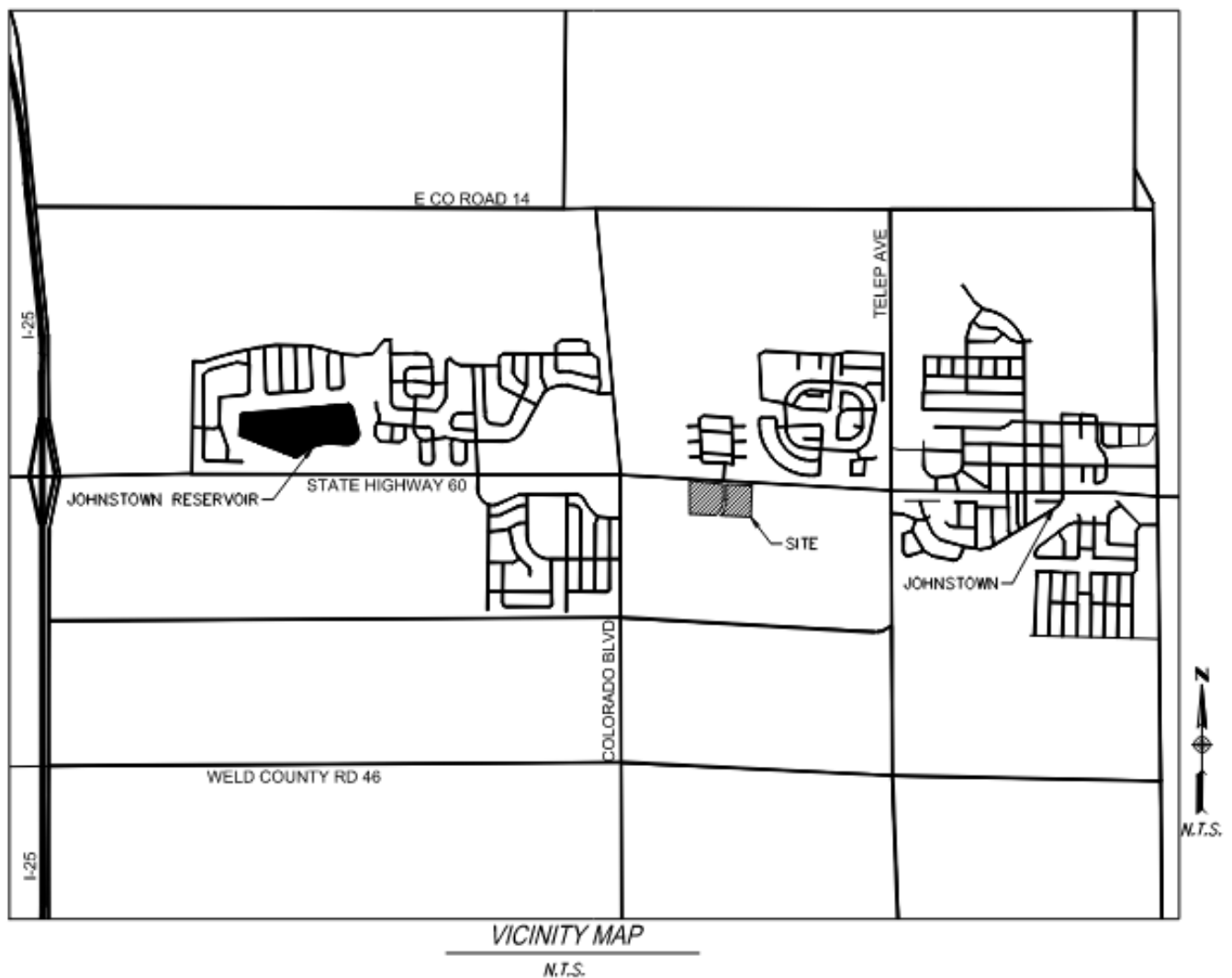
TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

VICINITY MAP

Johnstown Village Tracts M/N



JOHNSTOWN VILLAGE, FILING 3 (JOHNSTOWN VILLAGE FILING 1 - TRACTS M & N)
A REPLAT OF TRACTS M AND N, JOHNSTOWN VILLAGE FILING NO. 1 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



LAND USE TABLE					
JOHNSTOWN VILLAGE, FILING 3 (JOHNSTOWN VILLAGE FILING 1 – TRACTS M & N)					
OUTLOT	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP / MAINTENANCE	LAND USE	
A	3,866	0.089	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
B	3,891	0.089	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
C	39,088	0.897	JOHNSTOWN VILLAGE METRO DISTRICT	OPEN SPACE, INCLUDES NOTED UTILITY EASEMENTS	
D	4,320	0.099	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
E	10,931	0.251	JOHNSTOWN VILLAGE METRO DISTRICT	OPEN SPACE, INCLUDES NOTED UTILITY EASEMENTS	
F	26,150	0.600	JOHNSTOWN VILLAGE METRO DISTRICT	OPEN SPACE, INCLUDES NOTED UTILITY EASEMENTS	
G	4,246	0.097	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
H	3,542	0.081	JOHNSTOWN VILLAGE METRO DISTRICT	OPEN SPACE, INCLUDES NOTED UTILITY EASEMENTS	
I	3,724	0.085	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
J	4,452	0.102	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
K	3,592	0.082	JOHNSTOWN VILLAGE METRO DISTRICT	OPEN SPACE, INCLUDES NOTED UTILITY EASEMENTS	
L	111,112	2.552	JOHNSTOWN VILLAGE METRO DISTRICT	OPEN SPACE, INCLUDES NOTED UTILITY EASEMENTS	
M	4,921	0.113	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
N	6,660	0.153	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMET	
O	1,202	0.028	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
P	904	0.021	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
Q	4,513	0.104	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
R	5,866	0.135	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
S	542	0.012	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
T	1,442	0.033	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
U	4,440	0.102	JOHNSTOWN VILLAGE METRO DISTRICT	PUBLIC ACCESS, UTILITY, EMERGENCY ACCESS EASEMENT	
TOTAL OUTLOTS	249,404	5.725		44.10%	
STREET RIGHT OF WAY	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP / MAINTENANCE	LAND USE	
WARBLER WAY	36,182	0.831	TOWN OF JOHNSTOWN	PUBLIC ROADWAY	
ROBIN ROAD	30,818	0.707	TOWN OF JOHNSTOWN	PUBLIC ROADWAY	
CHICKADEE CIRCLE	16,130	0.370	JOHNSTOWN VILLAGE METRO DISTRICT	PRIVATE DRIVE	
MAGPIE CIRCLE	14,832	0.341	JOHNSTOWN VILLAGE METRO DISTRICT	PRIVATE DRIVE	
TOTAL AREA	97,962	2.249		17.32%	
LOTS	AREA (SQ. FT.)	AREA (ACRES)	NUMBER OF LOTS		
MULTI-FAMILY	218,138	5.008	132		38.58%
TOTAL AREA	565,504	12.982	TOTAL PERCENTAGE		100.00%

LEGEND

Right of Way Line

Lot/Tract Line

Easement Line

Centerline

050100

SCALE: 1" = 50.00'

SHEET INDEX

SHEET 1 COVER SHEET

SHEET 2 SHEET INDEX MAP

SHEET 3 BOUNDARY MAP

SHEET 4 PLAN SHEET

SHEET 5 PLAN SHEET

SHEET 6 PLAN SHEET

SHEET 7 PLAN SHEET

SHEET 8 DETAIL SHEET

SHEET 9 DETAIL SHEET, LINE AND CURVE TABLES

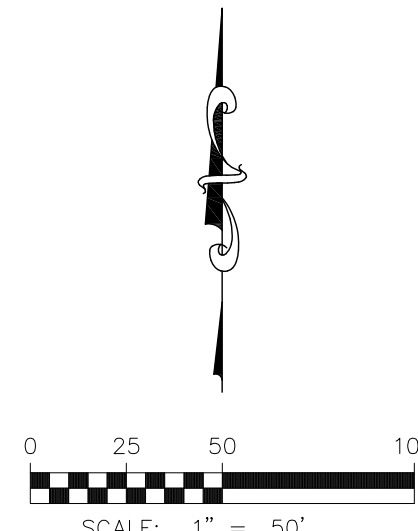
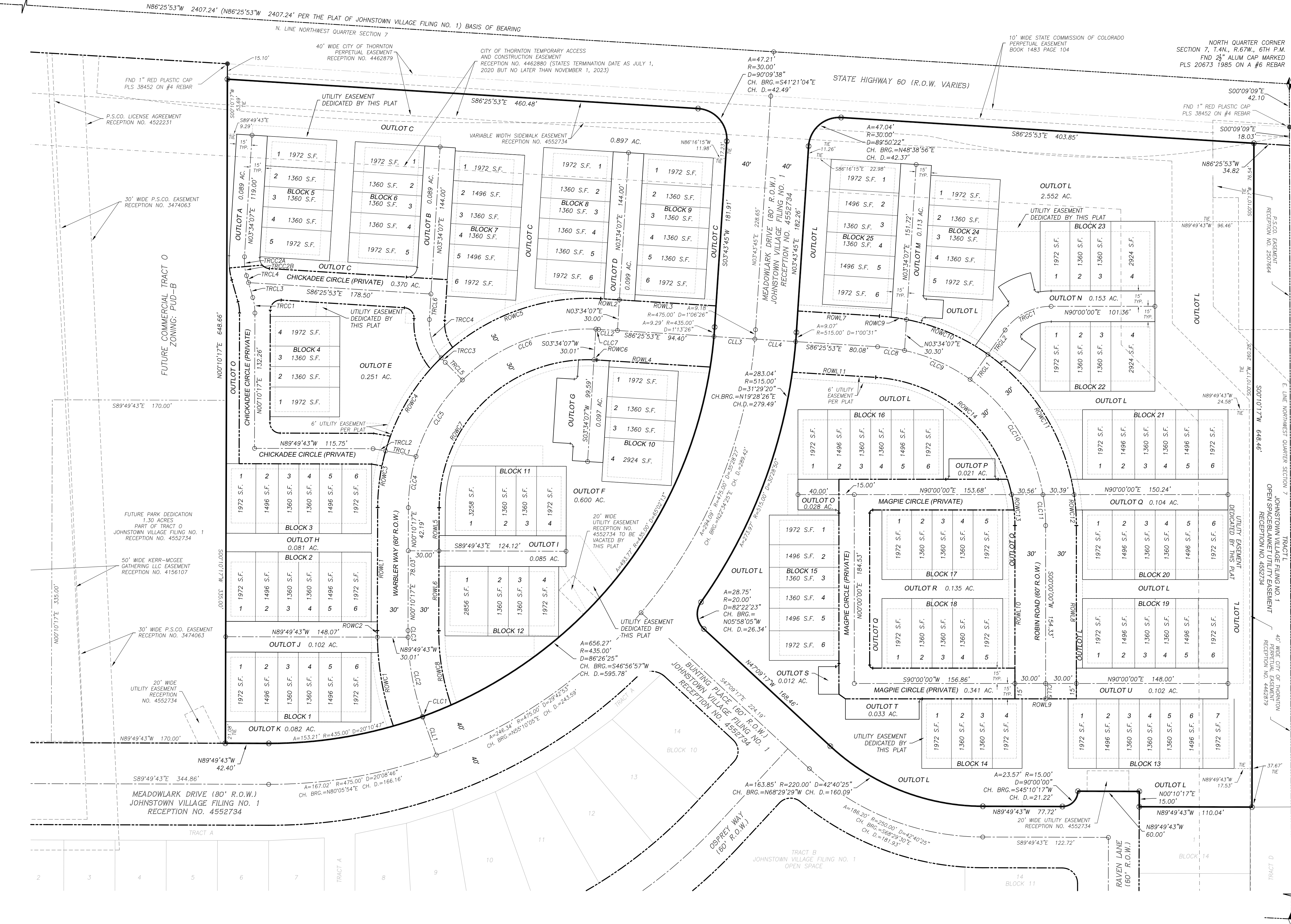
DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS	BY	DATE	SURVEYED BY: SE
					DRAWN BY: AV
					CHECKED BY: RD
SHEET 2 OF 9					

JOHNSTOWN VILLAGE, FILING 3
(JOHNSTOWN VILLAGE FILING 1 -
TRACTS M & N)



JOHNSTOWN VILLAGE, FILING 3 (JOHNSTOWN VILLAGE FILING 1 - TRACTS M & N)
A REPLAT OF TRACTS M AND N, JOHNSTOWN VILLAGE FILING NO. 1 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

NORTHWEST CORNER
SECTION 7, T.4N., R.67W., 6TH P.M.
FND 2" ALUM CAP MARKED
PLS 23500 1996 ON A #6 REBAR



BOUNDARY LEGEND

- FOUND MONUMENT AS NOTED
- POT, POC, DIRECTION CHANGE POINT (NOT TO BE SET)
- ⊗ 1" YELLOW PLASTIC CAP PLS 35597 ON A #4 REBAR TO BE SET
- ◆ FOUND SECTION CORNER AS NOTED
- EASEMENT LINE
- LOT/TRACT LINE
- SECTION LINE
- CENTERLINE

SHEET INDEX

- SHEET 1 COVER SHEET
- SHEET 2 SHEET INDEX MAP
- SHEET 3 BOUNDARY MAP
- SHEET 4 PLAN SHEET
- SHEET 5 PLAN SHEET
- SHEET 6 PLAN SHEET
- SHEET 7 PLAN SHEET
- SHEET 8 DETAIL SHEET
- SHEET 9 DETAIL SHEET, LINE AND CURVE TABLES

CENTER QUARTER CORNER
SECTION 7, T.4N., R.67W., 6TH P.M.
FND 2" ALUM CAP MARKED
PLS 34995 2001 ON A #6 REBAR

NOTE: DIMENSIONS ALONG THE RIGHT OF WAY ON
WARBLER WAY AND ROBIN ROAD ARE TO THE CENTERLINES
OF RESPECTIVE OUTLOTS DESIGNATED AS PUBLIC ACCESS,
UTILITY AND EMERGENCY ACCESS EASEMENTS.

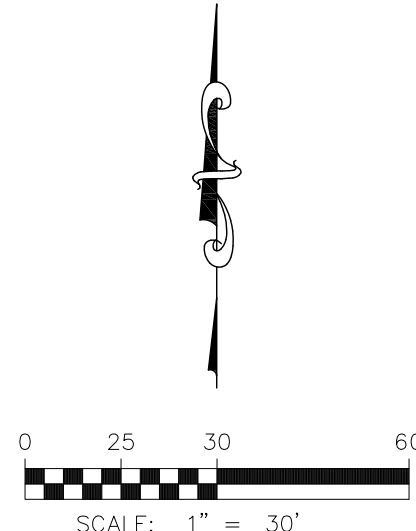
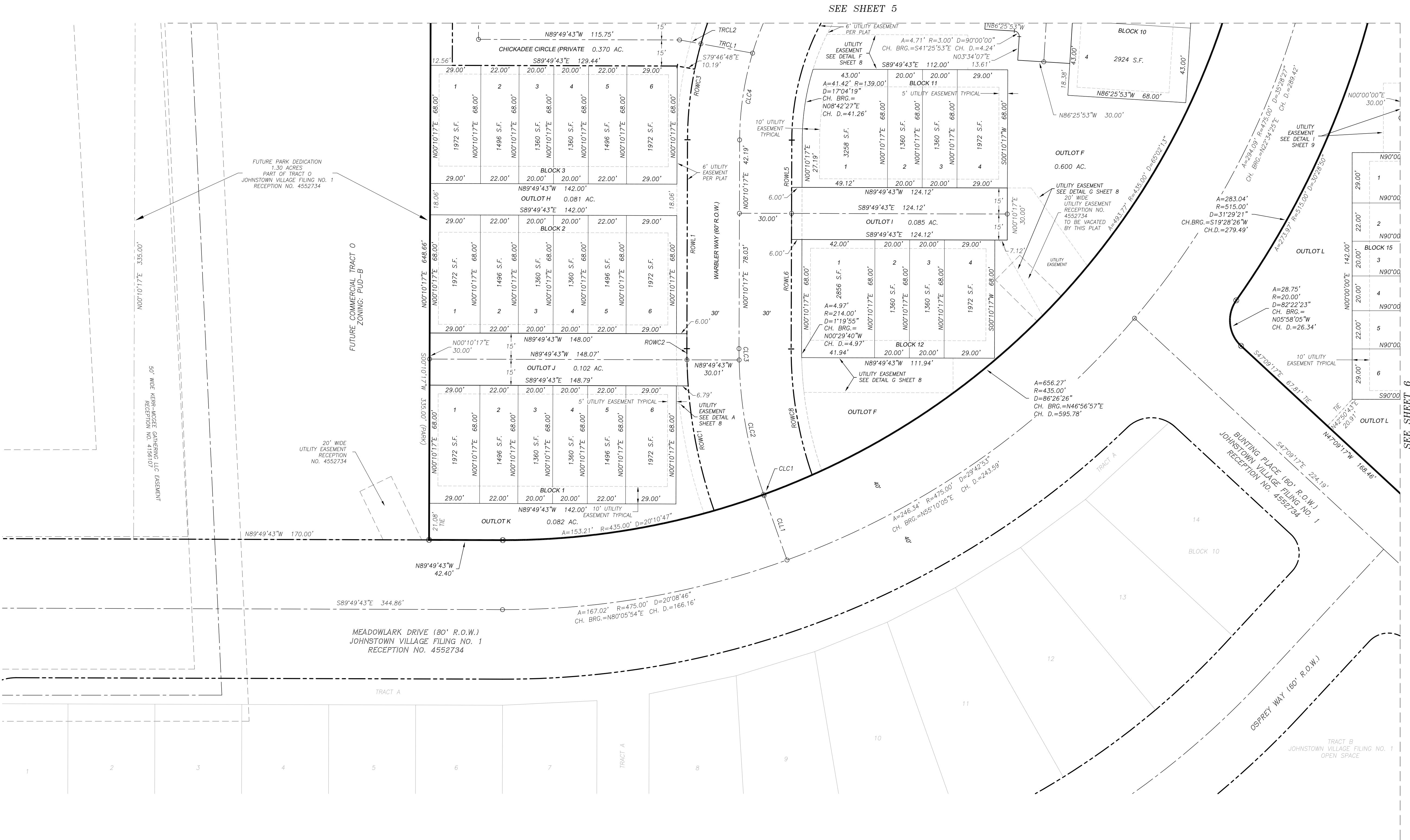
SEE SHEET 8 AND 9 FOR UTILITY EASEMENT DIMENSIONS.

DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS	BY	DATE	SURVEYED BY: SE
					DRAWN BY: AV
					CHECKED BY: RD
SHEET 3 OF 9					

JOHNSTOWN VILLAGE, FILING 3
(JOHNSTOWN VILLAGE FILING 1 -
TRACTS M & N)



JOHNSTOWN VILLAGE, FILING 3 (JOHNSTOWN VILLAGE FILING 1 - TRACTS M & N)
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COUNTY OF WELD, STATE OF COLORADO



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 ----- SECTION LINE
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SHEET INDEX

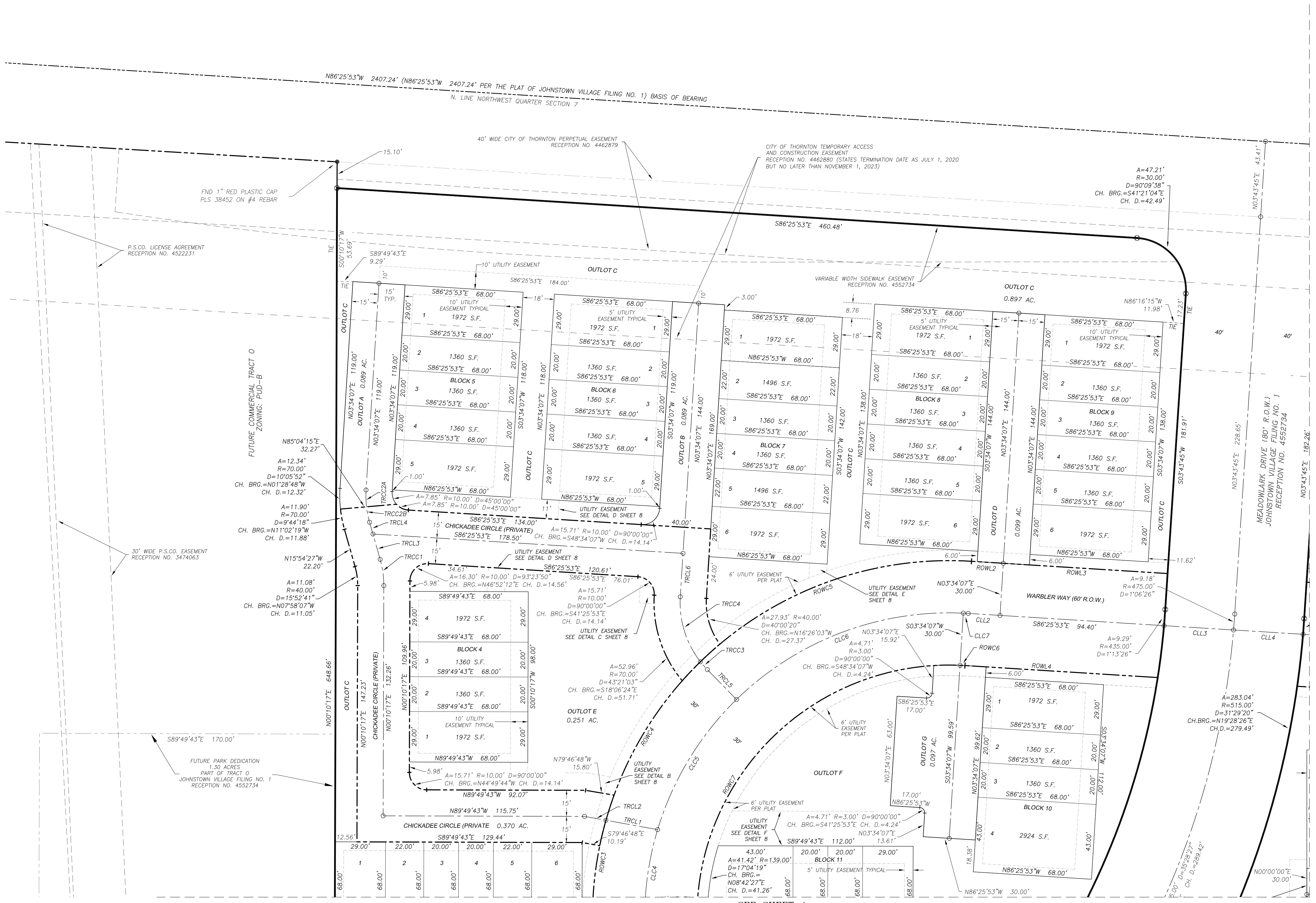
SHEET 1	COVER SHEET
SHEET 2	SHEET INDEX MAP
SHEET 3	BOUNDARY MAP
SHEET 4	PLAN SHEET
SHEET 5	PLAN SHEET
SHEET 6	PLAN SHEET
SHEET 7	PLAN SHEET
SHEET 8	DETAIL SHEET
SHEET 9	DETAIL SHEET, LINE AND CURVE TABLES

DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS	BY	DATE	SURVEYED BY: SE
					DRAWN BY: AV
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SHEET 4 OF 9					

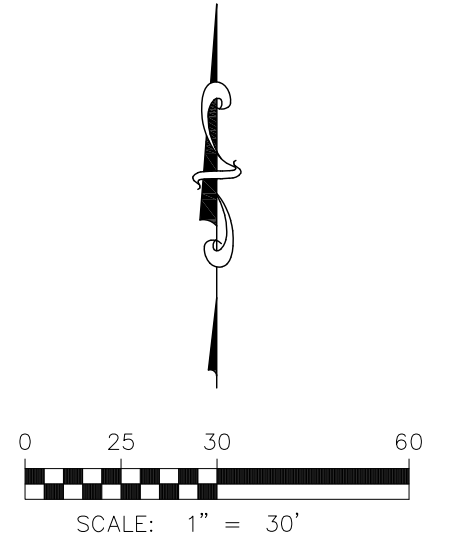
JOHNSTOWN VILLAGE, FILING 3
(JOHNSTOWN VILLAGE FILING 1 -
TRACTS M & N)



JOHNSTOWN VILLAGE, FILING 3 (JOHNSTOWN VILLAGE FILING 1 - TRACTS M & N)
A REPLAT OF TRACTS M AND N, JOHNSTOWN VILLAGE FILING NO. 1 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO



SEE SHEET 7



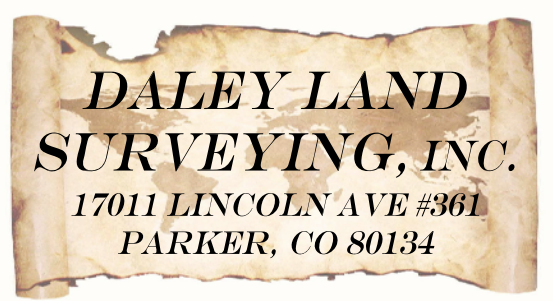
BOUNDARY LEGEND

- FOUND MONUMENT AS NOTED
- POT, POC, DIRECTION CHANGE POINT (NOT TO BE SET)
- ⊗ 1" YELLOW PLASTIC CAP PLS 35597 ON A #4 REBAR TO BE SET
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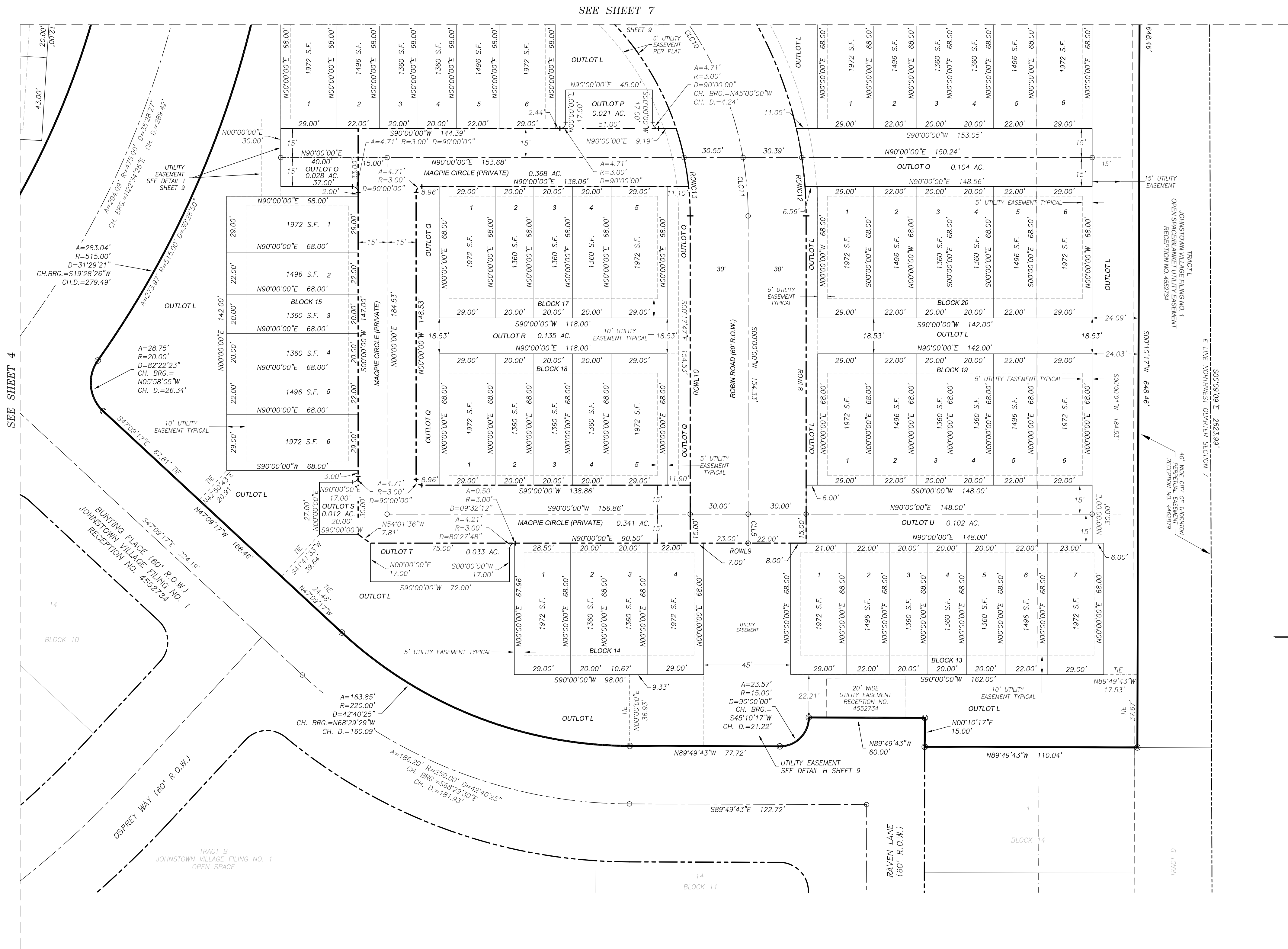
- SHEET INDEX**
- SHEET 1 COVER SHEET
 - SHEET 2 SHEET INDEX MAP
 - SHEET 3 BOUNDARY MAP
 - SHEET 4 PLAN SHEET
 - SHEET 5 PLAN SHEET
 - SHEET 6 PLAN SHEET
 - SHEET 7 PLAN SHEET
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 - SHEET 9 DETAIL SHEET, LINE AND CURVE TABLES

DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS	BY	DATE	SURVEYED BY: SE
					DRAWN BY: AV
					CHECKED BY: RD
SHEET 5 OF 9					

JOHNSTOWN VILLAGE, FILING 3
(JOHNSTOWN VILLAGE FILING 1 -
TRACTS M & N)



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----- LOT/TRACT LINE
----- SECTION LINE
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SHEET INDEX

SHEET 1	COVER SHEET
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SHEET 4	PLAN SHEET
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SHEET 7	PLAN SHEET
SHEET 8	DETAIL SHEET
SHEET 9	DETAIL SHEET, LINE AND CURVE TABLES

DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS	BY	DATE	SURVEYED BY: SE
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SHEET 6 OF 9					

JOHNSTOWN VILLAGE, FILING 3
(JOHNSTOWN VILLAGE FILING 1 -
TRACTS M & N)



Block 9
 1. 1360 S.F.
 2. 1360 S.F.
 3. 1360 S.F.
 4. 1360 S.F.
 5. 1360 S.F.
 6. 1972 S.F.

Block 25
 1. 1496 S.F.
 2. 1496 S.F.
 3. 1360 S.F.
 4. 1360 S.F.
 5. 1496 S.F.
 6. 1972 S.F.

Block 24
 1. 1972 S.F.
 2. 1360 S.F.
 3. 1360 S.F.
 4. 1360 S.F.

Outlots
 OUTLOT C: 0.897 AC.
 OUTLOT L: 2.552 AC.
 OUTLOT N: 0.153 AC.
 OUTLOT P: 0.021 AC.
 OUTLOT Q: 0.104 AC.

Other Features
 MEADOWLARK DRIVE (80' R.O.W.)
 WARBLER WAY (80' R.O.W.)
 ROBIN ROAD (80' R.O.W.)
 MAGPIE CIRCLE (PRIVATE)
 UTILITY EASEMENTS
 10' WIDE STATE COMMISSION OF COLORADO PERPETUAL EASEMENT
 VARIABLE WIDTH SIDEWALK EASEMENT
 6' UTILITY EASEMENT PER PLAT
 5' UTILITY EASEMENT TYPICAL
 10' UTILITY EASEMENT TYPICAL

Survey Data
 A=47.21', R=30.00', D=90°09'38"
 CH. BRG.=S41°21'04"E, CH. D.=42.49'
 A=47.04', R=30.00', D=89°50'22"
 CH. BRG.=N48°38'56"E, CH. D.=42.37'
 A=47.71', R=3.00', D=90°00'00"
 CH. BRG.=S41°25'53"E, CH. D.=4.24'
 A=4.71', R=3.00', D=90°00'00"
 CH. BRG.=N45°00'00"W, CH. D.=4.24'
 A=283.04', R=515.00', D=31°29'20"
 CH. BRG.=N192°28'26"E, CH. D.=279.49'
 A=9.18', R=475.00', D=1°06'26"
 A=9.29', R=435.00', D=1°13'26"
 A=9.07', R=515.00', D=1°00'31"
 A=75.94', R=145.00', D=30°00'19"
 CH. BRG.=N71°25'43"W, CH. D.=75.07'
 A=4.71', R=3.00', D=90°00'00"
 CH. BRG.=S33°34'26"W, CH. D.=9.13'
 A=4.71', R=3.00', D=90°00'00"
 CH. BRG.=S35°20'48"W, CH. D.=2.00'
 A=4.71', R=3.00', D=90°00'00"
 CH. BRG.=S33°34'26"W, CH. D.=9.13'
 A=4.71', R=3.00', D=90°00'00"
 CH. BRG.=S35°20'48"W, CH. D.=2.00'

- FOUND MONUMENT AS NOTED
- POT, POC, DIRECTION CHANGE POINT (NOT TO BE SET)
- ⊗ 1" YELLOW PLASTIC CAP PLS 35597 ON A #4 REBAR TO BE SET
- ⚡ FOUND SECTION CORNER AS NOTED

----- EASEMENT LINE
 _____ LOT/TRACT LINE
 - - - - - SECTION LINE
 - - - - - CENTERLINE

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	SHEET INDEX MAP
SHEET 3	BOUNDARY MAP
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SHEET 5	PLAN SHEET
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DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS		BY	DATE	
						SURVEYED BY: SE
						DRAWN BY: AV
						CHECKED BY: RD
SHEET 7 OF 9						

JOHNSTOWN VILLAGE, FILING 3
(JOHNSTOWN VILLAGE FILING 1 -
TRACTS M & N)

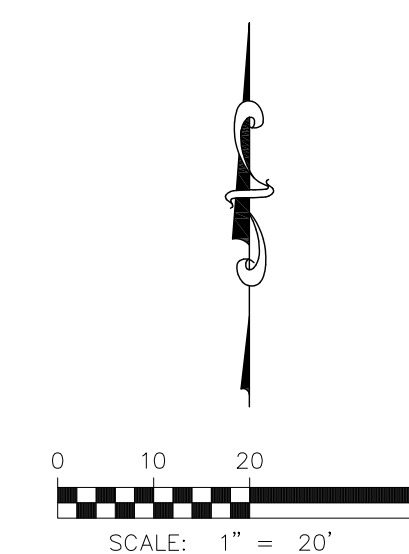
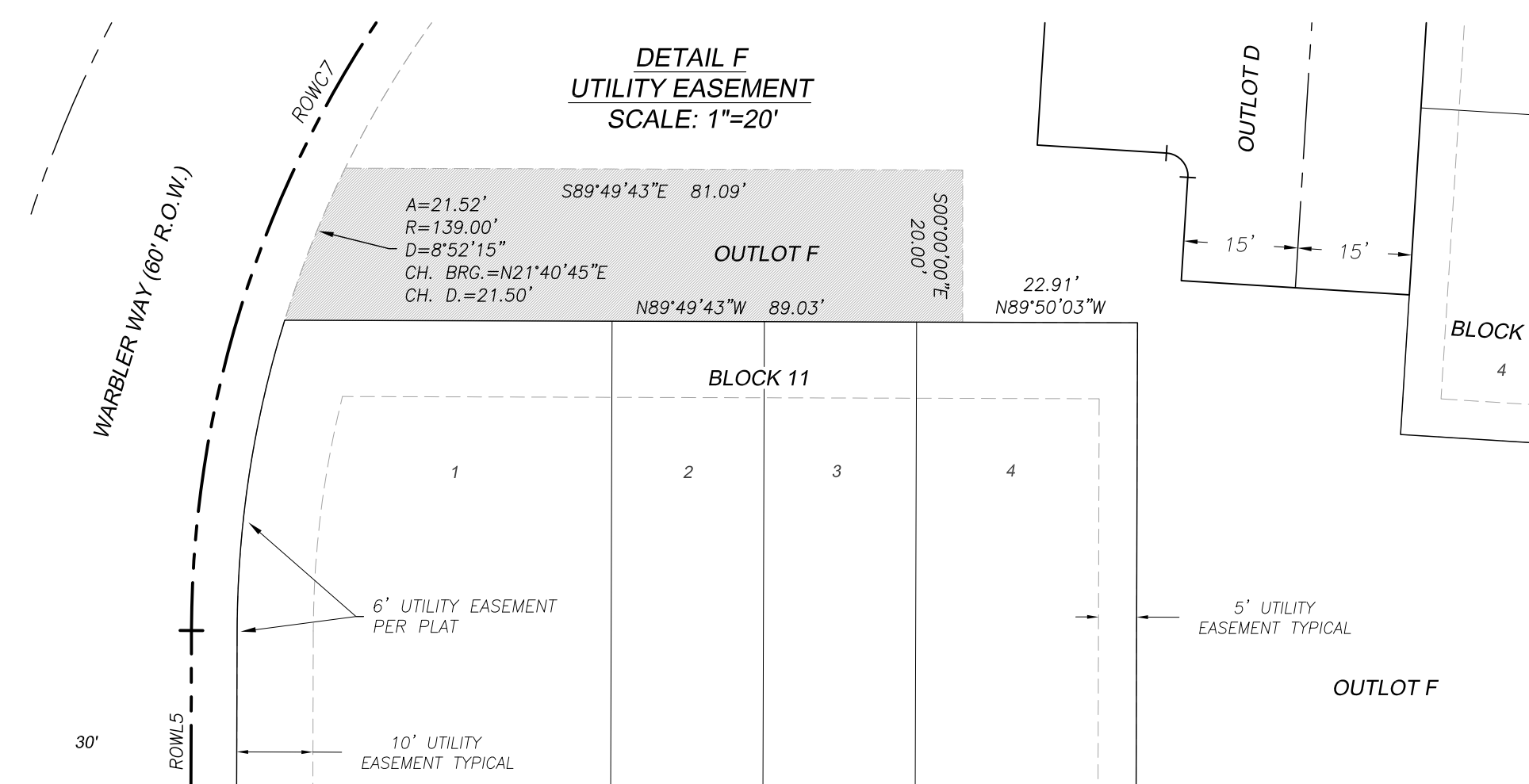
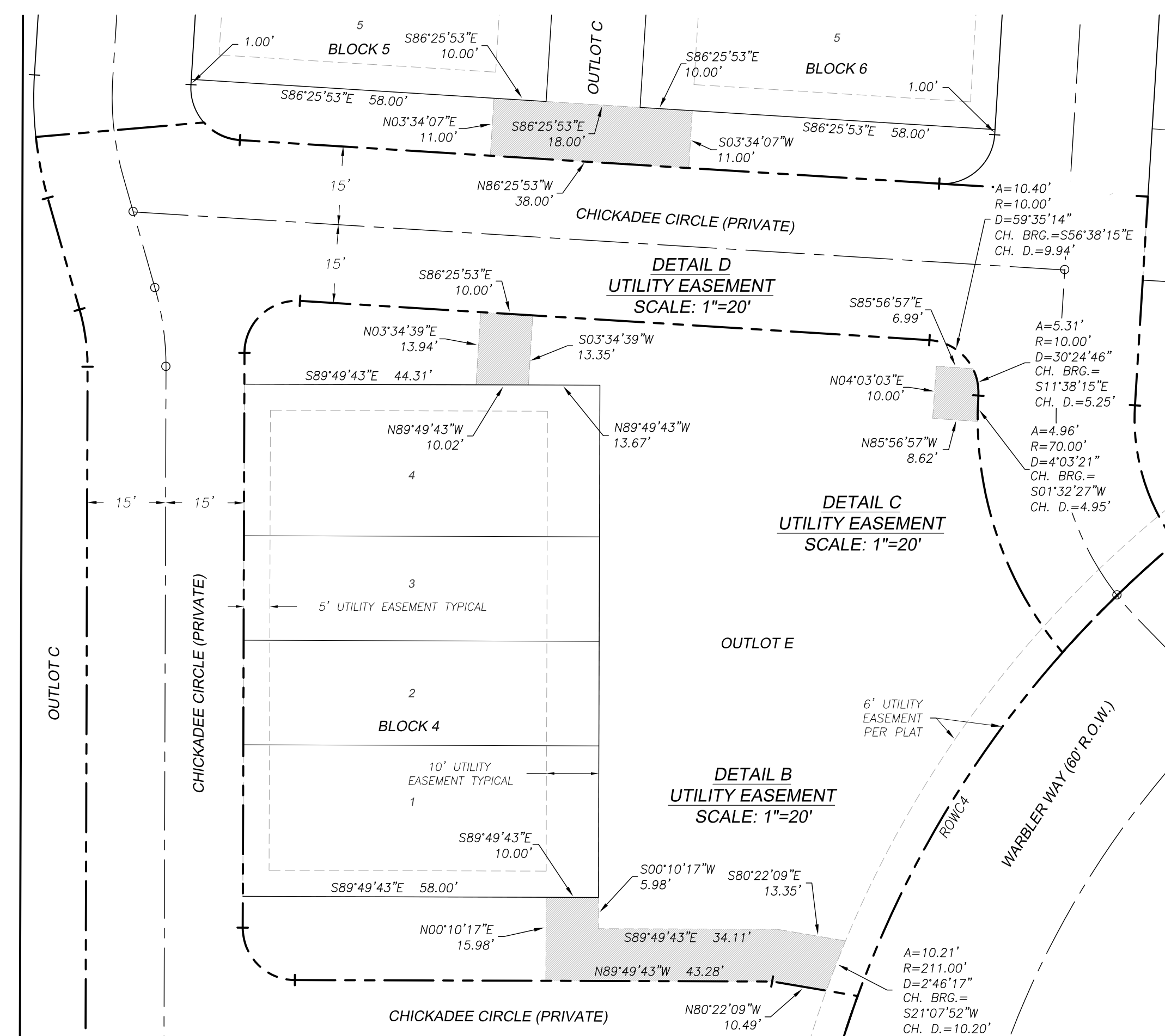
**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134

The image contains three detailed utility easement diagrams, labeled DETAIL A, DETAIL E, and DETAIL G, all at a scale of 1"=20'.

DETAIL A (Scale: 1"=20'): This diagram shows the utility easement for Block 12, which is a 5' x 10' area. It is bounded by Warbler Way (60' R.O.W.) to the north and Meadowlark Drive (80' R.O.W.) to the south. The easement is divided into two sections: a 5' x 10' section and a 5' x 10' section. The dimensions and bearings for the easement are: S89°49'43"E 0.80', N00°10'17"E 10.00', N89°49'43"W 1.73', and S89°49'43"E 4.57'. The easement is labeled "6' UTILITY EASEMENT PER PLAT" and "10' UTILITY EASEMENT TYPICAL".

DETAIL E (Scale: 1"=20'): This diagram shows the utility easement for Block 12, which is a 5' x 10' area. It is bounded by Warbler Way (60' R.O.W.) to the north and Meadowlark Drive (80' R.O.W.) to the south. The easement is divided into two sections: a 5' x 10' section and a 5' x 10' section. The dimensions and bearings for the easement are: S86°25'53"E 58.00', N03°34'07"E 8.69', S03°34'07"W 4.12', and S86°25'53"E 58.00'. The easement is labeled "6' UTILITY EASEMENT PER PLAT" and "10' UTILITY EASEMENT TYPICAL".

DETAIL G (Scale: 1"=20'): This diagram shows the utility easement for Block 12, which is a 5' x 10' area. It is bounded by Warbler Way (60' R.O.W.) to the north and Meadowlark Drive (80' R.O.W.) to the south. The easement is divided into two sections: a 5' x 10' section and a 5' x 10' section. The dimensions and bearings for the easement are: S89°49'43"E 87.11', N89°49'23"W 23.83', S03°34'07"W 20.00', and S89°49'43"E 85.77'. The easement is labeled "6' UTILITY EASEMENT PER PLAT" and "10' UTILITY EASEMENT TYPICAL".



- FOUND MONUMENT AS NOTED
- POT, POC, DIRECTION CHANGE POINT (NOT TO BE SET)
- ⊗ 1" YELLOW PLASTIC CAP PLS 35597 ON A #4 REBAR TO BE SET
- ⚡ FOUND SECTION CORNER AS NOTED

- EASEMENT LINE
 _____ LOT/TRACT LINE
 - - - - - SECTION LINE
 - - - - - CENTERLINE

SHEET 1 COVER SHEET
SHEET 2 SHEET INDEX MAP
SHEET 3 BOUNDARY MAP
SHEET 4 PLAN SHEET
SHEET 5 PLAN SHEET
SHEET 6 PLAN SHEET
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DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS		BY	DATE	
						SURVEYED BY: SE
						DRAWN BY: AV
						CHECKED BY: RD
SHEET 8 OF 9						

JOHNSTOWN VILLAGE, FILING 3
(JOHNSTOWN VILLAGE FILING 1 -
TRACTS M & N)

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134

MAGPIE CIRCLE

15'

23.00'

22.00'

ROBIN ROAD (60' R.O.W.)

15'

OUTLOT U

5' UTILITY EASEMENT TYPICAL

2 3 4

BLOCK 14

OUTLOT L

UTILITY EASEMENT

1 2 3 4

BLOCK 13

10' UTILITY EASEMENT TYPICAL

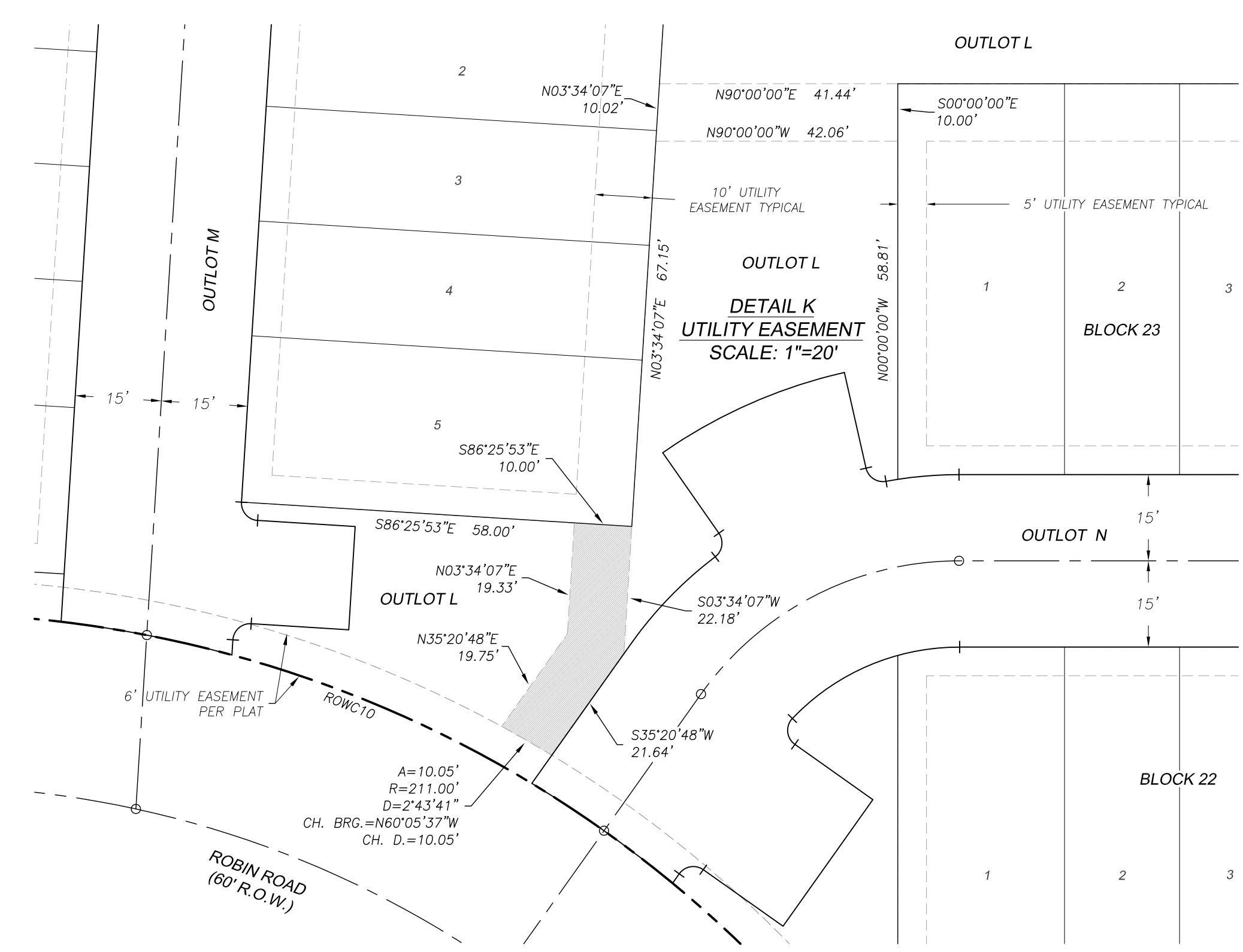
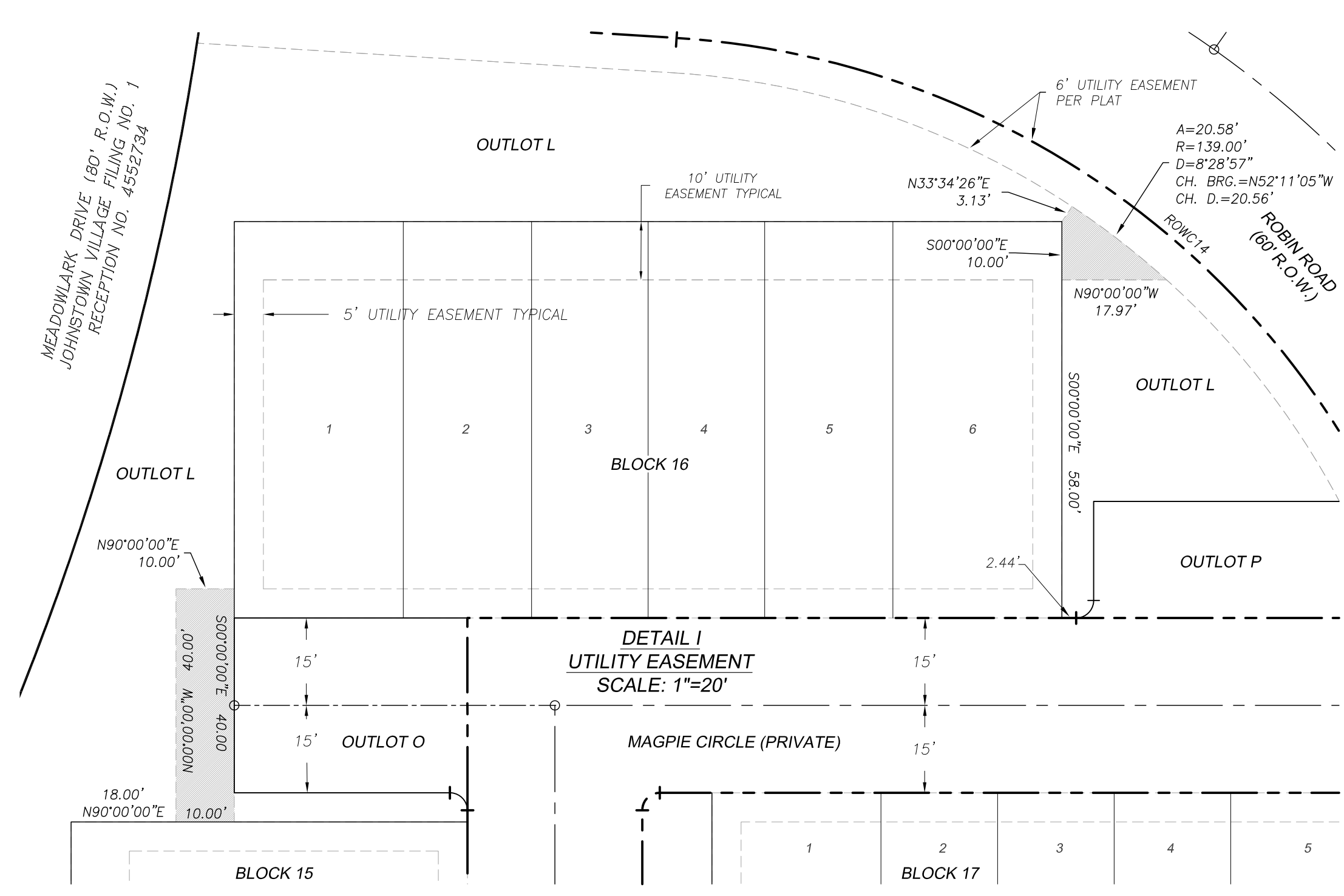
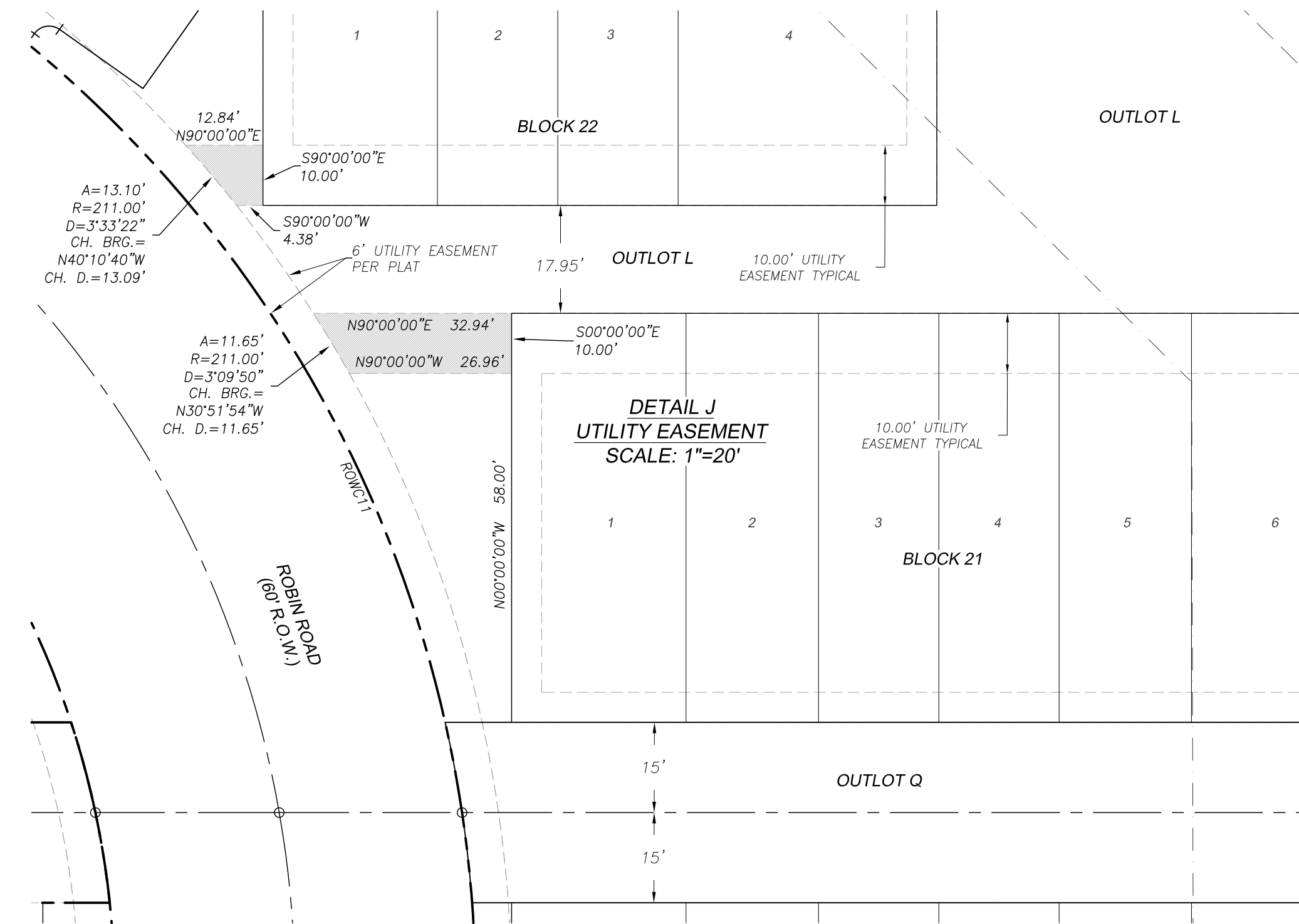
20' WIDE UTILITY EASEMENT RECEPTION NO. 4552734

OUTLOT L

DETAIL H
UTILITY EASEMENT
SCALE: 1"=20'

BUNTING PLACE (60' R.D.W.)
JOHNSTOWN VILLAGE FILING NO. 1
RECEPTION NO. 4552734

Dimensions and Bearings:
 - Block 14 Lot Widths: 45.00', 45.00', 45.00'
 - Block 14 Lot Lengths: 68.00', 68.00', 68.00'
 - Block 13 Lot Widths: 45.00', 45.00', 45.00'
 - Block 13 Lot Lengths: 68.00', 68.00', 68.00'
 - Block 14 Lot 1 Width: 45.00'
 - Block 14 Lot 1 Length: 68.00'
 - Block 14 Lot 2 Width: 45.00'
 - Block 14 Lot 2 Length: 68.00'
 - Block 14 Lot 3 Width: 45.00'
 - Block 14 Lot 3 Length: 68.00'
 - Block 14 Lot 4 Width: 45.00'
 - Block 14 Lot 4 Length: 68.00'
 - Block 13 Lot 1 Width: 45.00'
 - Block 13 Lot 1 Length: 68.00'
 - Block 13 Lot 2 Width: 45.00'
 - Block 13 Lot 2 Length: 68.00'
 - Block 13 Lot 3 Width: 45.00'
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 - Block 13 Lot 4 Width: 45.00'
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 - Block 14 Lot 1 Width: 45.00'
 - Block 14 Lot 1 Length: 68.00'
 - Block 14 Lot 2 Width: 45.00'
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 - Block 13 Lot 4 Width: 45.00'
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 - Block 14 Lot 1 Width: 45.00'
 - Block 14 Lot 1 Length: 68.00'
 - Block 14 Lot 2 Width: 45.00'
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 - Block 14 Lot 3 Width: 45.00'
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 - Block 14 Lot 4 Width: 45.00'
 - Block 14 Lot 4 Length: 68.00'
 - Block 13 Lot 1 Width: 45.00'
 - Block 13 Lot 1 Length: 68.00'
 - Block 13 Lot 2 Width: 45.00'
 - Block 13 Lot 2 Length: 68.00'
 - Block 13 Lot 3 Width: 45.00'
 - Block 13 Lot 3 Length: 68.00'
 - Block 13 Lot 4 Width: 45.00'
 - Block 13 Lot 4 Length: 68.00'



LINE	BEARING	DISTANCE
CLL1	N19°35'13"W	39.24'
CLL2	S86°25'53"E	18.30'
CLL3	S86°25'53"E	40.01'
CLL4	S86°25'53"E	40.01'
CLL5	S00°00'00"E	15.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
CLC1	0.76"	250.0'	10°16'26"	N19°30'00"W	0.76"
CLC2	59.63'	250.0'	18°06'44"	N10°21'25"W	78.70'
CLC3	70.47'	150.42'	11°28'48"W	N00°00'00"E	66.14'
CLC4	70.68'	175.0'	16°35'38"	N08°28'06"E	50.51'
CLC5	88.34'	175.0'	28°55'21"	N31°13'35"E	87.40'
CLC6	143.40'	175.0'	46°56'55"	N69°09'43"E	139.42'
CLC7	2.85'	175.0'	0°55'57"	S86°53'51"E	2.85'
CLC8	26.99'	175.0'	8°42'18"	S82°04'16"E	26.94'
CLC9	70.47'	175.0'	23°04'24"W	S64°12'33"W	70.47'
CLC10	136.57'	175.0'	44°42'50"	S32°17'46"E	133.13'
CLC11	30.36'	175.0'	9°56'21"	S04°58'10"E	30.32'

LINE	BEARING	DISTANCE
ROWL 1	N00°10'17"E	120.22'
ROWL 2	S86°25'53"E	18.31'
ROWL 3	S86°25'53"E	94.58'
ROWL 4	N86°25'53"W	110.94'
ROWL 5	S00°10'17"W	42.19'
ROWL 6	S00°10'17"W	78.03'
ROWL 7	S86°25'53"E	79.92'
ROWL 8	S00°00'00"E	154.33'
ROWL 9	N90°00'00"W	60.00'
ROWL 10	N00°00'00"W	154.33'
ROWL 11	N86°25'53"W	81.57'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING	CHORD LENGTH
ROWC1	98.56'	280.00'	18°07'20"	N10°12'15"W		88.19'
ROWC2	6.42'	280.00'	1°18'52"	N00°29'09"W		6.42'
ROWC3	55.93'	205.00'	15°37'58"	N07°59'16"E		55.76'
ROWC4	107.26'	205.00'	29°58'38"	N30°47'34"E		106.04'
ROWC5	170.98'	205.00'	47°47'14"	N69°40'30"E		166.07'
ROWC6	2.85'	145.00'	1°07'32"	N86°59'38"W		2.85'
ROWC7	233.51'	145.00'	92°16'19"	S46°18'26"W		209.09'
ROWC8	220.65'	220.00'	93°19'13"	S02°26'22"E		220.65'
ROWC9	26.56'	205.00'	7°25'24"	S66°21'11"E		26.54'
ROWC10	87.14'	205.00'	24°21'18"	S88°49'05"E		86.49'
ROWC11	165.23'	205.00'	46°10'48"	S31°33'47"E		160.79'
ROWC12	30.32'	205.00'	8°28'23"	S04°14'11"E		30.29'
ROWC13	30.43'	145.00'	12°01'25"	N06°00'42"W		30.37'
ROWC14	188.31'	145.00'	74°24'28"	N49°13'39"W		175.35'

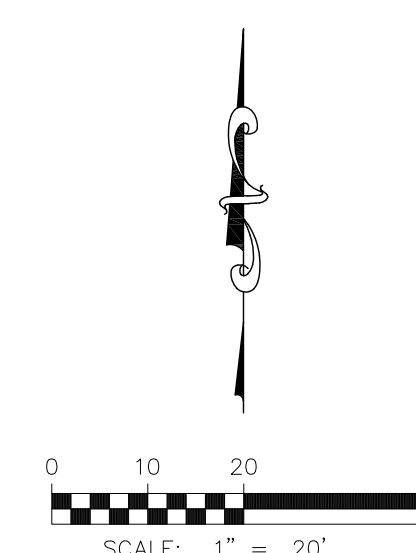
LINE	BEARING	DISTANCE
TRCL1	N79°46'48"W	30.17'
TRCL2	N79°46'48"W	12.46'
TRCL3	N15°54'27"W	15.14'
TRCL4	N15°54'27"W	7.07'
TRCL5	N44°18'16"W	23.97'
TRCL6	N03°34'07"E	25.00'
TRGL1	N03°20'48"E	30.00'
TRGL2	N35°20'48"E	29.14'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
TRCC1	15.27°	55.00'	15°54'27"	N07°57'14"W	15.22'
TRCC2A	9.67°	55.00'	10°04'36"	N01°28'11"W	9.66'
TRCC2B	9.02°	55.00'	9°24'00"	N1°12'28"W	9.01'
TRCC3	6.04°	55.00'	6°17'26"	N41°09'33"W	6.04'
TRCC4	39.92°	55.00'	41°34'58"	N17°13'22"W	39.05'
TRGC1	52.46°	55.00'	54°39'12"	N62°40'24"E	50.50'
DSC1	21.24°	70.00'	17°23'07"	N44°02'22"E	21.16'
DSC2	4.59°	3.00'	87°38'41"	N08°54'34"E	4.15'
DSC3	34.74°	90.00'	22°06'54"	N68°08'41"E	34.52'
DSC4	4.59°	3.00'	57°38'41"	S67°38'41"E	4.15'
DSC5	2.07°	70.00'	1°41'44"	N80°24'19"E	2.07'
DSC6	10.69°	70.00'	8°44'48"	N85°37'46"E	10.68'
DSC7	10.89°	40.00'	15°35'49"	S82°21'54"W	10.86'
DSC8	21.61°	40.00'	30°57'40"	S59°05'10"W	21.35'
DSC9	5.14°	3.00'	98°15'32"	S05°31'26"E	4.54'
DSC10	4.71°	3.00'	90°00'00"	S80°20'48"W	4.24'

- FOUND MONUMENT AS NOTED
- POT, POC, DIRECTION CHANGE POINT (NOT TO BE SET)
- ⊗ 1" YELLOW PLASTIC CAP PLS 35597 ON A #4 REBAR TO BE SET
- ♣ FOUND SECTION CORNER AS NOTED

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	SHEET INDEX MAP
SHEET 3	BOUNDARY MAP
SHEET 4	PLAN SHEET
SHEET 5	PLAN SHEET
SHEET 6	PLAN SHEET
SHEET 7	PLAN SHEET
SHEET 8	DETAIL SHEET
SHEET 9	DETAIL SHEET, LINE AND CURVE TABLES



DATE: NOVEMBER 29, 2021	JOB NUMBER: 1906-004	REVISIONS		BY	DATE	
						SURVEYED BY: SE
						DRAWN BY: AV
						CHECKED BY: RD
SHEET 9 OF 9						



**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134

JOHNSTOWN VILLAGE FILING NO. 3 (JOHNSTOWN FILING 1 - TRACTS M & N)

FINAL SITE DEVELOPMENT PLANS

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER STREET, SUITE 1500
DENVER, COLORADO 80237
(303) 228-2300
CONTACT: KEVIN JOHNK, PE

OWNER/DEVELOPER

LGI HOMES, INC.
3401 QUEBEC ST, SUITE 4060
DENVER, CO 80207
TELEPHONE: (866) 921-1233
CONTACT: TRACYE HERRINGTON

LANDSCAPE ARCHITECT

KIMLEY-HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER STREET, SUITE 1500
DENVER, COLORADO 80237
(303) 228-2300
CONTACT: MIKE LEUTENEKER

LAND PLANNER

KIMLEY-HORN AND ASSOCIATES, INC.
4582 SOUTH ULSTER STREET, SUITE 1500
DENVER, COLORADO 80237
(303) 228-2300
CONTACT: KEITH NICHTER

LAND SURVEYOR

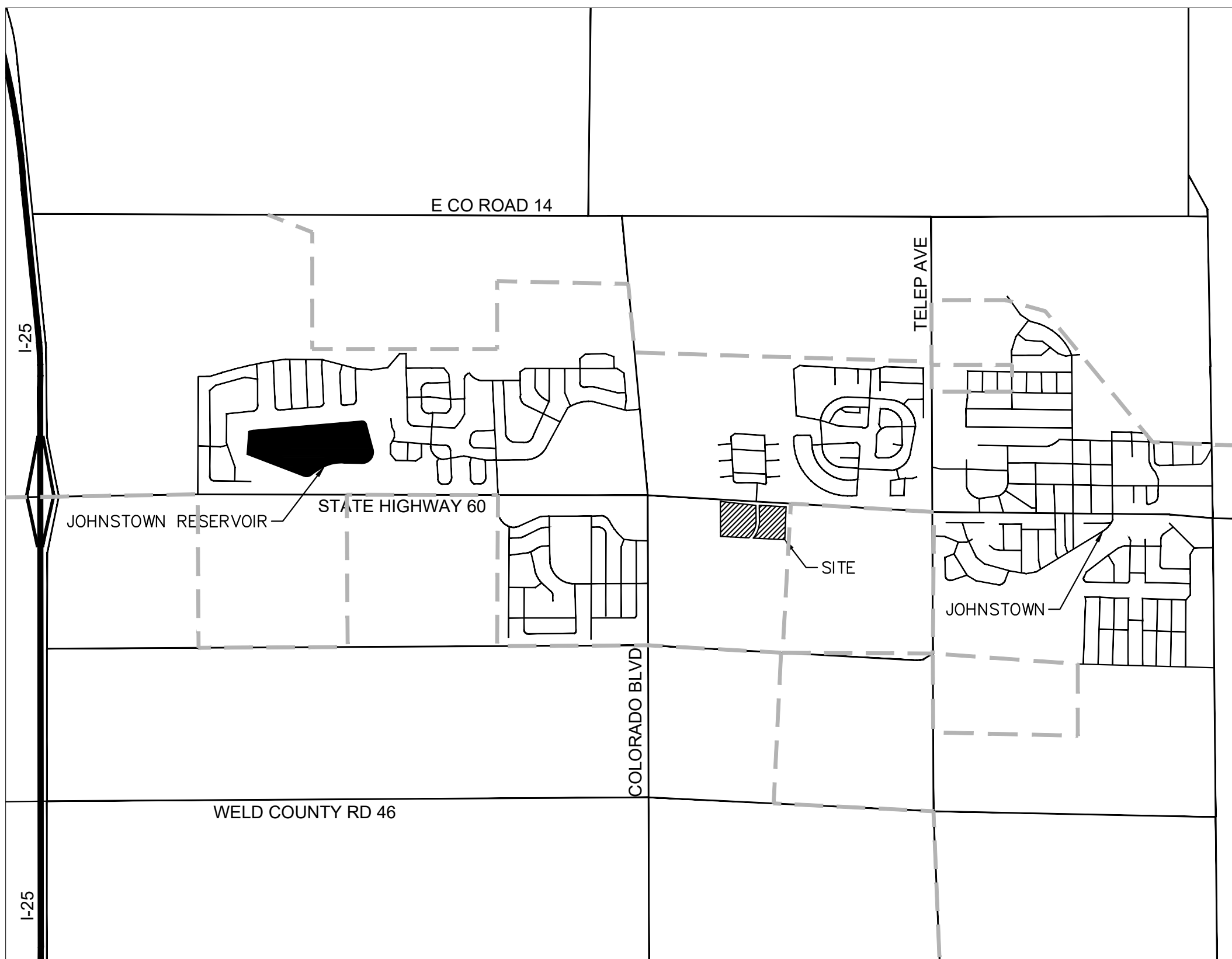
DALEY LAND SURVEYING, INC.
17011 LINCOLN AVE, #361
PARKER, CO 80134
PHONE: (303) 953-9841
CONTACT: ROB DALEY, PLS

LEGAL DESCRIPTION

KNOW ALL PERSONS BY THESE PRESENTS THAT JOHNSTOWN VILLAGE LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

TRACTS M AND N, JOHNSTOWN VILLAGE FILING NO. 1 IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PM, COUNTY OF WELD, STATE OF COLORADO.

DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN ON THE PLAT DOCUMENT ACCOMPANYING THIS SUBMITTAL PACKAGE, AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.



VICINITY MAP

1" = 2000'

BENCHMARK & BASIS OF BEARING

VERTICAL RELIEF AND BENCHMARK:
THE CONTOURS SHOWN ON THIS SURVEY ARE REFERENCED TO NAVD88 AND WERE OBTAINED FROM A GPS/RTK GROUND SURVEY ORIGINATING AT NGS BENCHMARK K 409 1984. THE PUBLISHED ELEVATION FOR NGS BENCHMARK K 409, A STAINLESS STEEL ROD IN A SLEEVE, IS 5074.16 FEET. THE BENCHMARK DISC IS LOCATED 5.35 MILES SOUTH OF LOVELAND, COLORADO ALONG U.S. HIGHWAY 287 FROM ITS JUNCTION WITH U.S. HIGHWAY 34 IN LOVELAND, 29.2 FEET WEST OF THE CENTERLINE OF THE HIGHWAY AND 3.6 FEET NORTH OF UTILITY POLE IREA CO-OP AD 198-10. ACCESS TO THE DATUM POINT IS THROUGH A 5" LOGO CAP, 1 FOOT SOUTH OF A WITNESS POST AND 2 FEET BELOW GROUND.

FOR THE PURPOSE OF THIS SURVEY THE BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 86°25'53" WEST, A DISTANCE OF 2407.24 FEET (NORTH 86°25'53" WEST, A DISTANCE OF 2407.24 FEET PER THE PLAT OF JOHNSTOWN VILLAGE FILING NO. 1 RECORDED AT RECEPTION NO. 4552734, MONUMENTED BY A FOUND 3 1/4" ALUMINUM CAP MARKED PLS 20673 1985 ON A #6 REBAR AT THE NORTH QUARTER CORNER OF SAID SECTION 7 AND BY A 2" ALUMINUM CAP MARKED PLS 23500 1996 ON A #6 REBAR AT THE NORTHWEST CORNER OF SAID SECTION 7.

Land Use Summary Table				
Total land Area	12.98	AC	565,409	SF
Landscaped Area	7.04	AC	306,662	SF
	54	%		
Total Street Area	0.956	AC	41,643	SF
	7.37	%		
Total Alley Area	1.919	AC	83,592	SF
	14.78	%		
Number of Proposed Units	132			
Number of Buildings	25			
Parking Spaces (Garage)	264			
Parking Spaces (Off street)	31			
Parking Spaces (On street)	66			



JOHNSTOWN VILLAGE COVER SHEET

FINAL SUBDIVISION & SDP

Kimley»Horn

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4582 SOUTH ULSTER STREET, SUITE 1500
DENVER, CO 80237 (303) 228-2300

DESIGNED KHTEAM	DRAWN KHTEAM	CHECKED TLC
SCALE (H): HORIZ: 1"=40' SCALE (V): VERT: 1"=4'		SHEET NO. 1
DATE: 11/5/2021		
PROJECT NO. 196011003		
DWG. NAME 1003_SDP_Cover Sheet & Notes.dwg		

CASE NO.: TBD

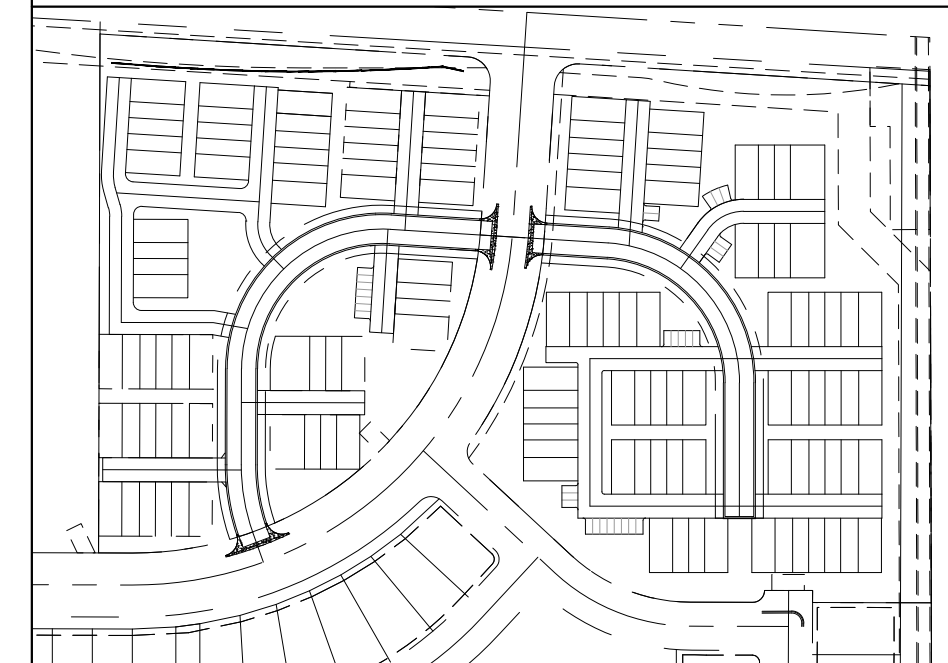
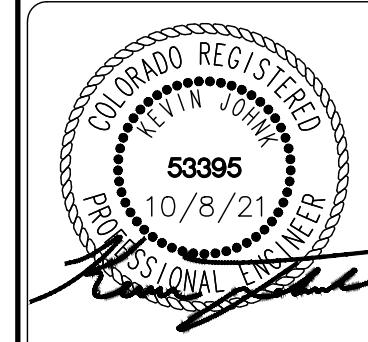


Figure 1 consists of three graphical elements. On the left is a vertical scale bar with a black and white alternating pattern, marked with the numbers 0, 1, and 2. To the right of the scale bar is a north arrow, which is a circle with a crosshair and the word 'NORTH' written inside. Below the north arrow is a graphic scale in feet, marked with the numbers 0, 20, 40, and 80. The scale bar and graphic scale are used to measure the distance between the two points on the map.



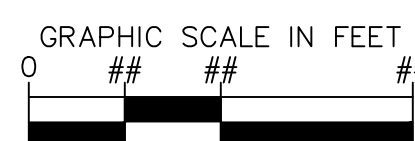
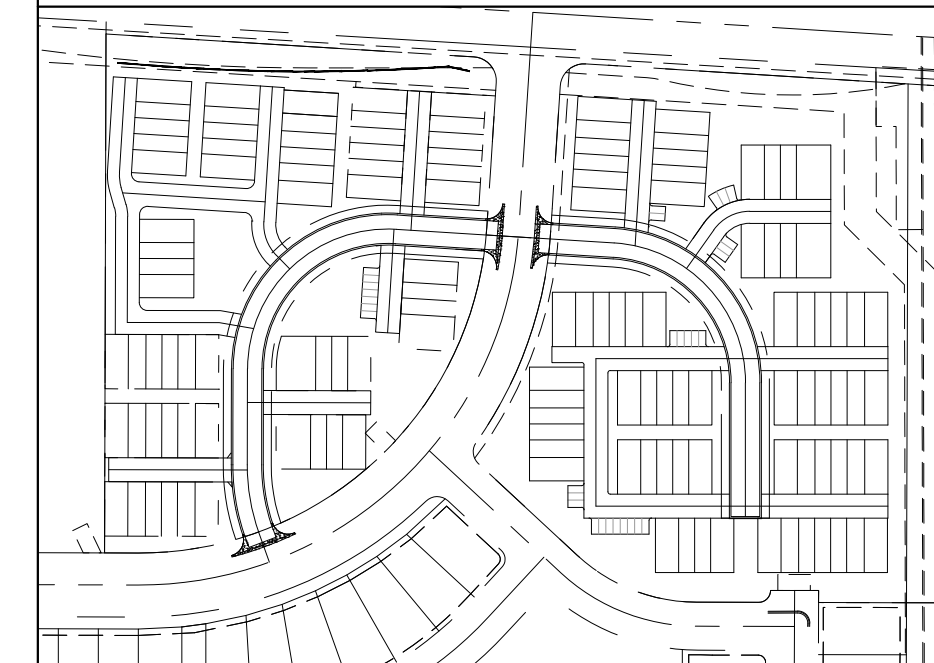
CONSTRUCTION DOCUMENTS

Kimley»Horn



DESIGNED	DRAWN	CHECKED
KHTEAM	KHTEAM	TLC
SCALE (H): 1:20 SCALE (V): N/A		
DATE: 10/8/2021		SHEET NO. 4
PROJECT NO. 196011003		
DWG. NAME 196011003_SITE-OV.dwg		

0. **USE NO. TBD**



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

CONSTRUCTION DOCUMENTS

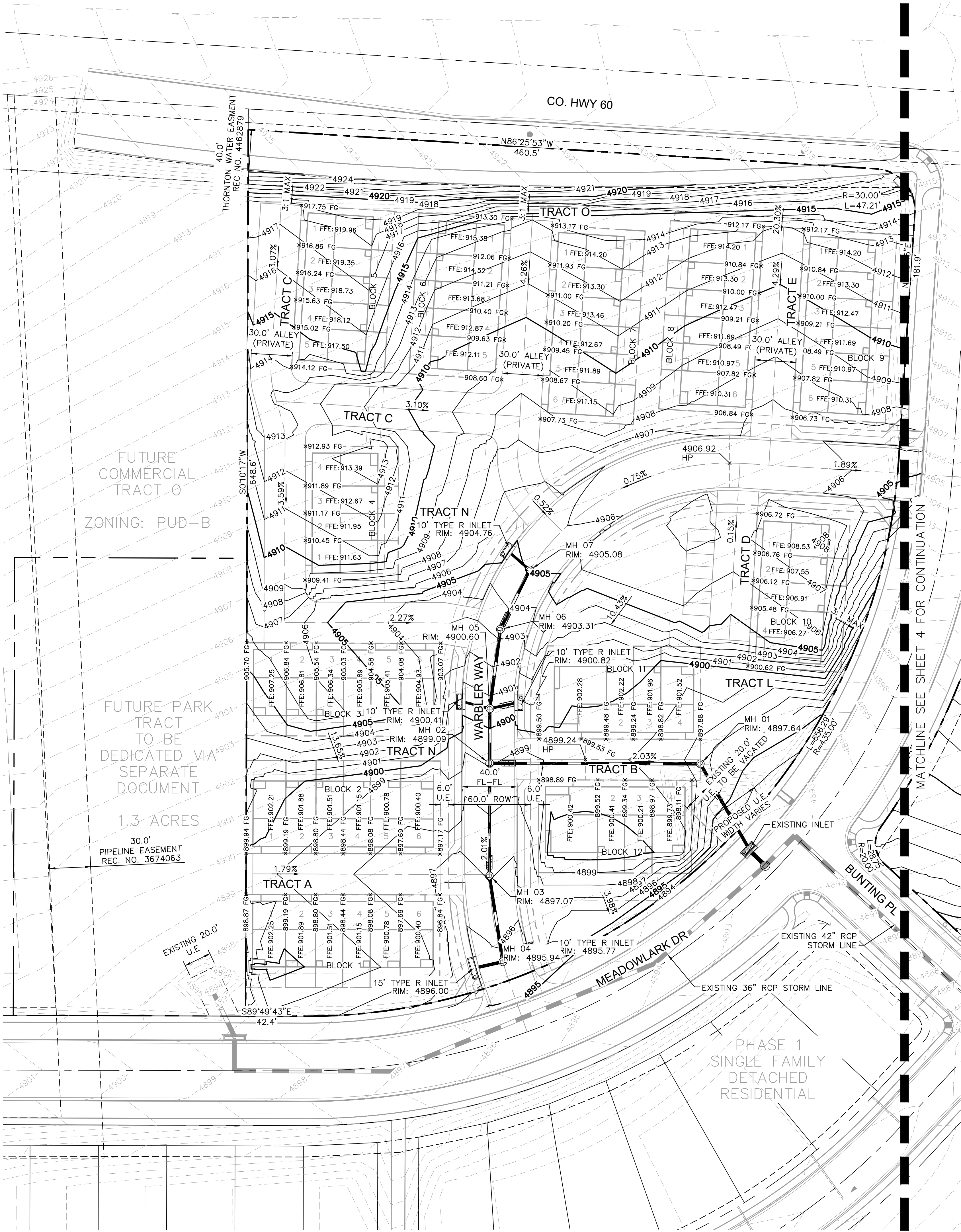


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DENVER, CO 80237 (303) 228-2300



DESIGNED KHTEAM	DRAWN KHTEAM	CHECKED TLC
SCALE (H): 1:20 SCALE (V): N/A		
DATE: 10/8/2021		SHEET NO. 5 of 49 sheets
PROJECT NO. 196011003		
DWG. NAME 196011003_SITE-OV.dwg		

K:_civil\196011003_johnstown_village\CA00\plansheets\00A\196011003_GD.dwg Oct 07, 2021 Jason Peterson
XREFS: 196011003_LM 196011003_VS 196011003_UT 196011003_TP 196011003_ITB CD
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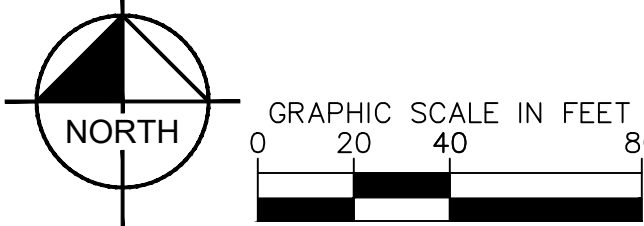


LEGEND	
	PROPERTY LINE
	LOT LINE
	BUILDING FOOTPRINT
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

BENCHMARK & BASIS OF BEARING

VERTICAL RELIEF AND BENCHMARK:
THE CONTOURS SHOWN ON THIS SURVEY ARE REFERENCED TO NAVD83 AND WERE OBTAINED FROM A GPS/RTK GROUND SURVEY ORIGINATING AT NGS BENCHMARK K 409 1984, THE PUBLISHED ELEVATION FOR NGS BENCHMARK K 409, A STAINLESS STEEL ROD IN A SLEEVE, IS 5074.16 FEET. THE BENCHMARK DISC IS LOCATED 5.35 MILES SOUTH OF LOVELAND, COLORADO ALONG U.S. HIGHWAY 287 FROM ITS JUNCTION WITH U.S. HIGHWAY 34 IN LOVELAND, 29.2 FEET WEST OF THE CENTERLINE OF THE HIGHWAY AND 3.6 FEET NORTH OF UTILITY POLE IREA CO-OP AD 198-10. ACCESS TO THE DATUM POINT IS THROUGH A 5" LOGO CAP, 1 FOOT SOUTH OF A WITNESS POST AND 2 FEET BELOW GROUND.

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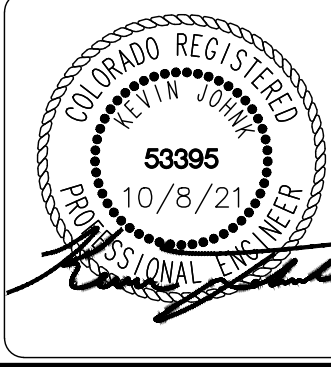


**JOHNSTOWN VILLAGE
GRADING PLAN**

CONSTRUCTION DOCUMENTS

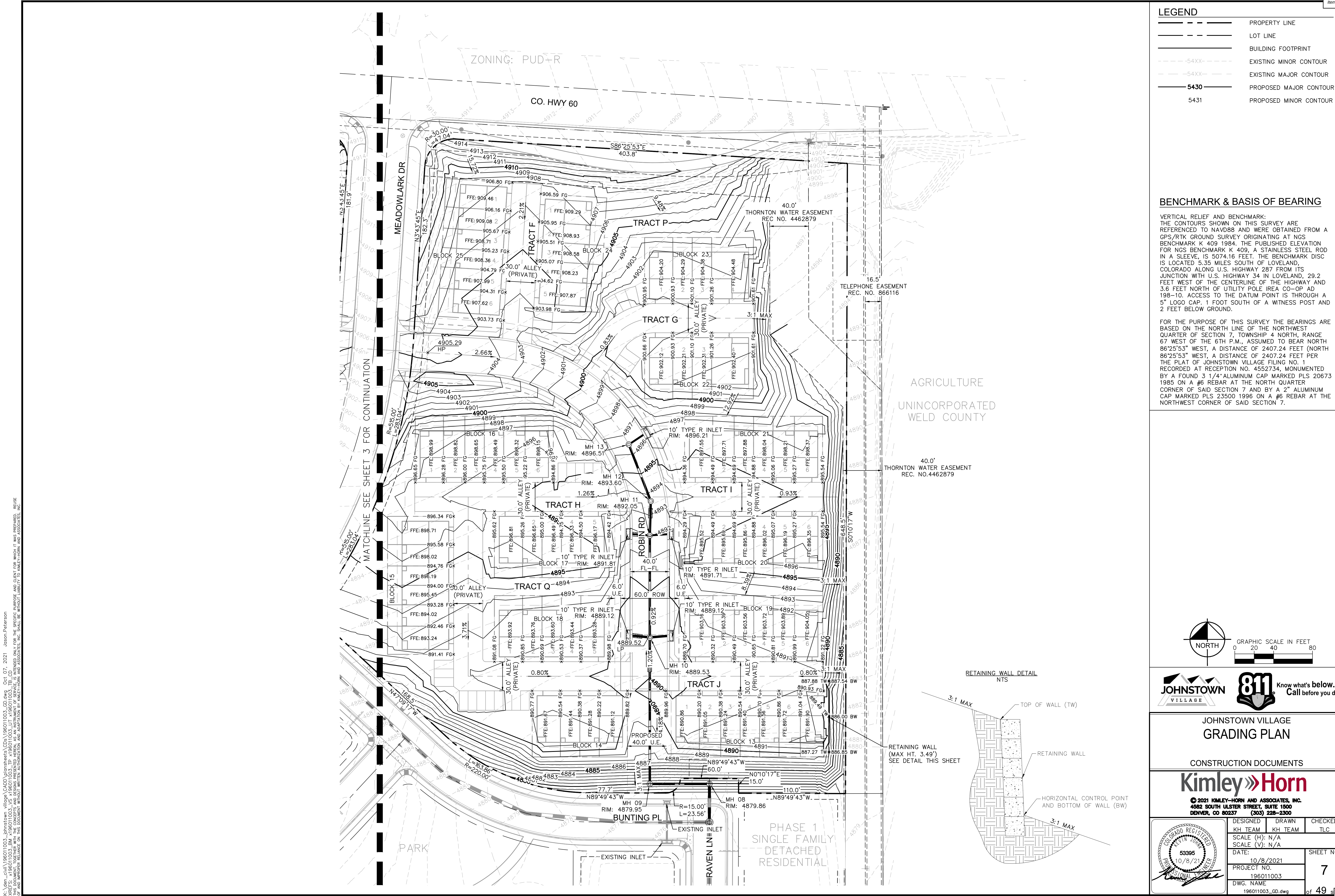
Kimley»Horn

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DENVER, CO 80237 (303) 228-2300

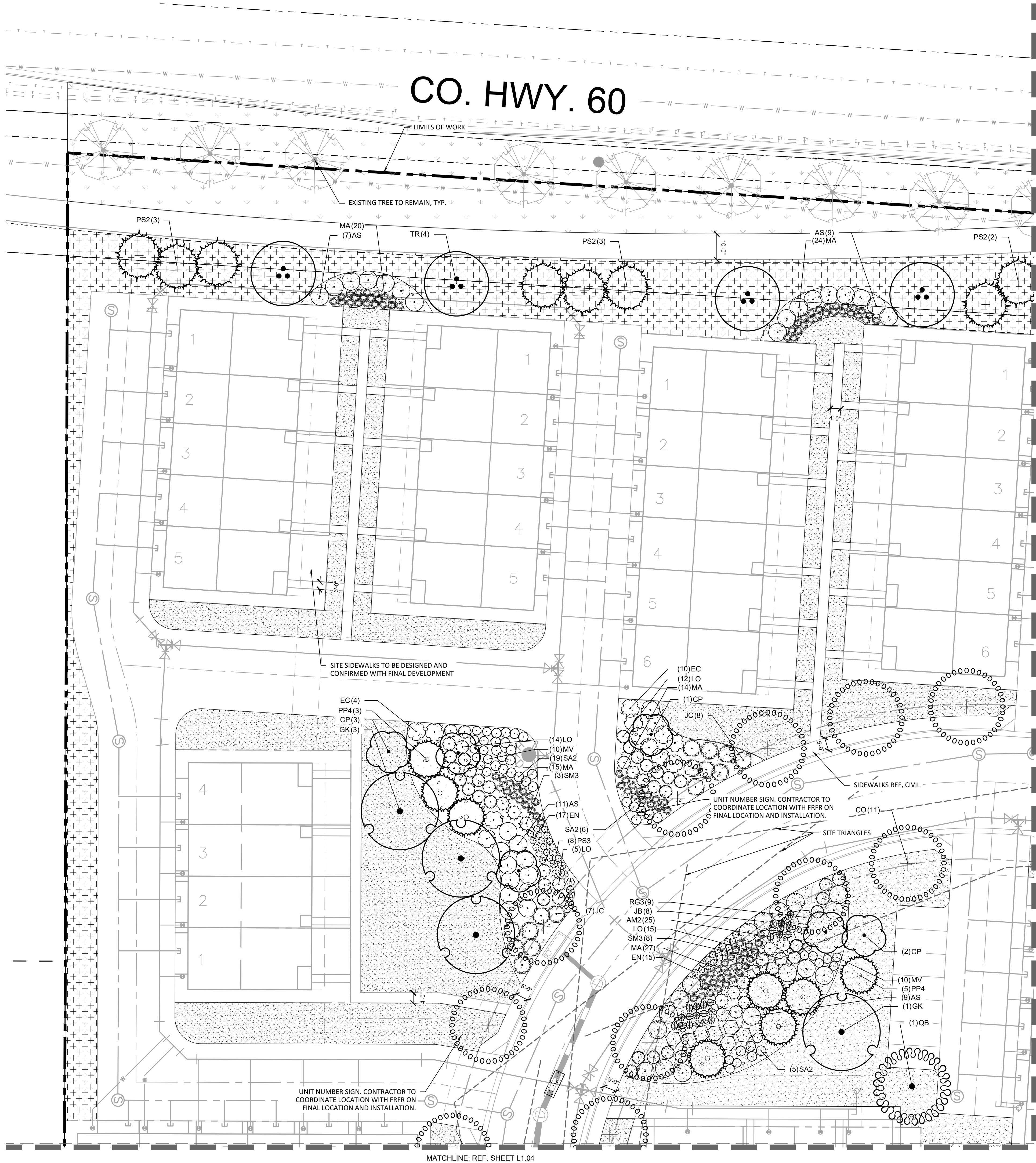


DESIGNED KH TEAM	DRAWN KH TEAM	CHECKED TLC
SCALE (H): N/A SCALE (V): N/A		
DATE: 10/8/2021		
PROJECT NO. 196011003		
DWG. NAME 196011003_GD.dwg		

SHEET NO.
6
OF 49
CASE NO.: TBD



K:\den_civil\196011003_johnstown_village\CADD\plansheets\CO\196011003_L1.dwg Nov 05, 2021 Emily McKee
196011003_L1.dwg
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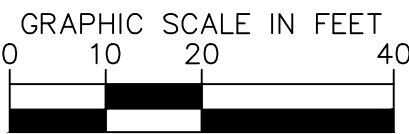
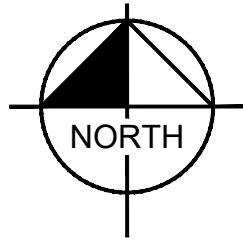
PLANT SCHEDULE

CANOPY TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AG2	2	ACER PLATANOIDES 'NORWEGIAN SUNSET'	EXISTING NORWEGIAN SUNSET MAPLE	8.8.8	2" CAL. MIN	12'-14" HT. MIN.
	CO	13	CELTIS OCCIDENTALIS	COMMON HACKBERRY	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.
	GS2	3	GLEDTISIA TRIACANTHOS 'SKYLINE'	EXISTING SKYLINE HONEY LOCUST	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.
	QL2	11	GLEDTISIA TRIACANTHOS NERMIS 'IMPCOLE'	EXISTING IMPERIAL HONEY LOCUST	8.8.8	2" CAL. MIN	12'-14" HT. MIN.
	GH	8	GLEDTISIA TRIACANTHOS NERMIS 'SHADEMASTER'	SHADEMASTER HONEY LOCUST	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.
	GK	14	GYMNOCLADUS DIOICA	KENTUCKY COFFEE TREE	8.8.8	2" CAL. MIN	12'-14" HT. MIN.
	QB	5	QUERCUS BICOLOR	SWAMP WHITE OAK	8.8.8	2" CAL. MIN	12'-14" HT.
	QR	9	QUERCUS RUBRA	RED OAK	8.8.8	2" CAL. MIN	12'-14" HT. MIN.
	QR2	21	QUERCUS RUBRA	EXISTING RED OAK	8.8.8	2" CAL. MIN	12'-14" HT. MIN.
	TR	15	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.
	TR2	5	TILIA AMERICANA 'REDMOND'	EXISTING REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN	12'-14" HT. MIN.
EVERGREEN TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP4	10	PRUNUS EDULIS	PRYON PINE	8.8.8		6' HT. MIN.
	PP	6	PRUNUS PONDEROSA	PONDEROSA PINE	8.8.8		6' HT. MIN.
	PS2	23	PRUNUS SYLVESTRIS	SCOTCH PINE	8.8.8		6' HT. MIN.
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AF	3	ACER GINWALA 'FLAME'	FLAME AMUR MAPLE	8.8.8	1.5" CAL. MIN	10' - 12' HT. MIN.
	CP	24	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	8.8.8	1.5" CAL. MIN	8' - 10' HT. MIN.
	MR2	8	MALUS X 'RADIANT'	EXISTING RADIANT CRABAPPLE	8.8.8	1.5" CAL. MIN	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	AS	67	AMELANCHIER ALNIFOLIA	SERVICEBERRY	5 GAL.	SEE PLAN	
	AM2	53	ARONIA MELANOCARPA 'MORTON' TM	IRROQUIS BEAUTY BLACK CHOKEBERRY	5 GAL.	SEE PLAN	
	CC	42	CARYOPTERIS X CLANDONENSIS	BLUEBEARD	5 GAL.	SEE PLAN	
	EC	14	EUCONYMIUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	5 GAL.	SEE PLAN	
	EN	101	EUCONYMIUS NANUS TURKESTANICUS	TURKESTAN BURNING BUSH	5 GAL.	SEE PLAN	
	LO	53	LIGUSTRUM OBTUSIFOLIUM REGELIANUM	REGAL PRIVET	5 GAL.	SEE PLAN	
	PB	16	PHILADELPHUS LEWISII 'BLIZZARD'	BLIZZARD MOCKORANGE	5 GAL.	SEE PLAN	
	PS3	25	PHILADELPHUS X 'SNOWBELLE'	SNOWBELLE MOCK ORANGE	5 GAL.	SEE PLAN	
	PP2	12	PRUNUS BESSEYI 'P0115' TM	PAWNEE BUTTES SAND CHERRY	5 GAL.	SEE PLAN	
	RD3	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	SEE PLAN	
	RN	54	ROSA X 'NEARLY WILD'	NEARLY WILD FLORIBUNDA ROSE	5 GAL.	SEE PLAN	
	SA2	53	SPIRAEA X BULMALDA 'ANTHONY WATERER'	ANTHONY WATERER BULMALD SPIRAEA	5 GAL.	SEE PLAN	
	SM3	24	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	5 GAL.	SEE PLAN	
	VA	40	VBURNUM TRILOBUM 'COMPACTUM'	COMPACT AMERICAN CRANBERRY VBURNUM	5 GAL.	SEE PLAN	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	JB	18	JUNIPERUS SABINA 'BROADMOOR'	BROADMOOR JUNPER	5 GAL.	SEE PLAN	
	JC	25	JUNIPERUS SABINA 'CALGARY CARPET' TM	CALGARY CARPET JUNPER	5 GAL.	SEE PLAN	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	MA	119	MISCANTHUS SINENSIS 'PURPURASCENS'	MISCANTHUS FLAME GRASS	3 GAL.	SEE PLAN	
	MV	133	MISCANTHUS SINENSIS 'VAREGATUS'	VARIEGATED EULALIA GRASS	3 GAL.	SEE PLAN	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME			
	SCD2	37,670 SF	EXISTING PLANTING				
	NS	38,563 SF	NATIVE SEED MIX				
	R	19,803 SF	ROCK MULCH				
	SOD	133,261 SF	RTF WATER SAVER SOD				
				2"-3" RIVER ROCK MULCH			

NOTES:
DECIDUOUS TREES WITHIN THE SIGHT TRIANGLE TO BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7' MINIMUM ABOVE ADJACENT GRADE.
EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES WITHIN SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.



KEY MAP
SCALE: N.T.S.



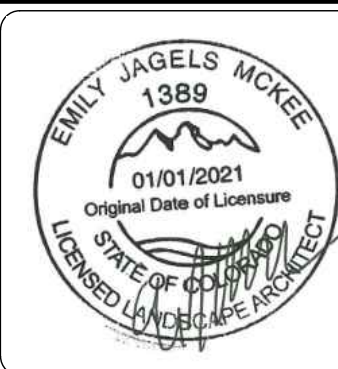
JOHNSTOWN VILLAGE

LANDSCAPE PLAN

CONSTRUCTION DOCUMENTS

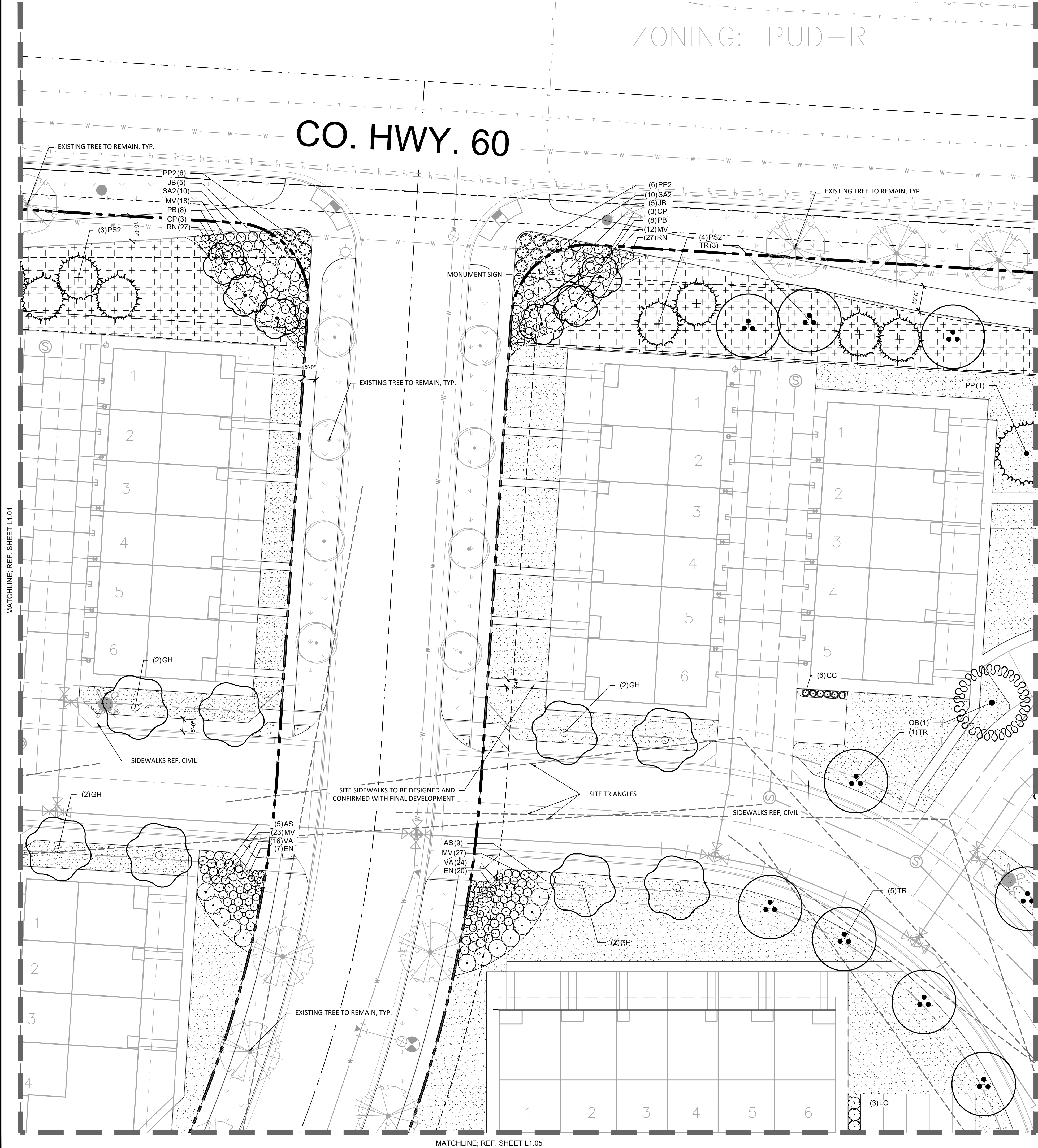
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SCALE (H): SCALE (V):	DATE: 11/5/2021	SHEET NO. L1.01
PROJECT NO.	DWG. NAME	

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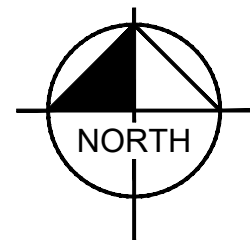
PLANT SCHEDULE

CANOPY TREES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
AG2	2	ACER PLATANOIDES 'NORWEGIAN SUNSET'	EXISTING NORWEGIAN SUNSET MAPLE	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
CO	13	CELTIS OCCIDENTALIS	COMMON HACKBERRY	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
GS2	3	GLEDET'SIA TRIACANTHOS 'SKYLINE'	EXISTING SKYLINE HONEY LOCUST	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
QL2	11	GLEDET'SIA TRIACANTHOS NERMIS 'IMPCOLE'	EXISTING IMPERIAL HONEY LOCUST	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
GH	8	GLEDET'SIA TRIACANTHOS NERMIS 'SHADEMASTER'	SHADEMASTER HONEY LOCUST	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
GK	14	GYMNOCLADUS DIOICA	KENTUCKY COFFEETREE	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
QB	5	QUERCUS BICOLOR	SWAMP WHITE OAK	8.8.8	2" CAL. MIN. 12'-14' HT.
QR	9	QUERCUS RUBRA	RED OAK	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
QR2	21	QUERCUS RUBRA	EXISTING RED OAK	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
TR	15	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
TR2	5	TILIA AMERICANA 'REDMOND'	EXISTING REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
EVERGREEN TREES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
PP4	10	PINUS EDULIS	PRYON PINE	8.8.8	6' HT. MIN.
PP	6	PINUS PONDEROSA	PONDEROSA PINE	8.8.8	6' HT. MIN.
PS2	23	PINUS SYLVESTRIS	SCOTCH PINE	8.8.8	6' HT. MIN.
ORNAMENTAL TREES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
AF	3	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	8.8.8	1.5" CAL. MIN. 10' - 12' HT. MIN.
CP	24	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	8.8.8	1.5" CAL. MIN. 8' - 10' HT. MIN.
MR2	8	MALUS X 'RADIANT'	EXISTING RADIANT CRABAPPLE	8.8.8	1.5" CAL. MIN.
DECIDUOUS SHRUBS					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
AS	67	AMELANCHIER ALNIFOLIA	SERVICEBERRY	5 GAL.	SEE PLAN
AM2	53	ARONIA MELANOCARPA 'MORTON' TM	IRROQUIS BEAUTY BLACK CHOKEBERRY	5 GAL.	SEE PLAN
CC	42	CARYOPTERIS X CLANDONENSIS	BLUEBEARD	5 GAL.	SEE PLAN
EC	14	EUCONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	5 GAL.	SEE PLAN
EN	101	EUCONYMUS NANUS TURKESTANICUS	TURKESTAN BURNING BUSH	5 GAL.	SEE PLAN
LO	53	LIGUSTRUM OBTUSIFOLIUM REGELIANUM	REGAL PRIVET	5 GAL.	SEE PLAN
PB	16	PHILADELPHUS LEWISII 'BLIZZARD'	BLIZZARD MOCKORANGE	5 GAL.	SEE PLAN
PS3	25	PHILADELPHUS X 'SNOWBELLE'	SNOWBELLE MOCK ORANGE	5 GAL.	SEE PLAN
PP2	12	PRUNUS BESSEYI 'P0115' TM	PAWNEE BUTTES SAND CHERRY	5 GAL.	SEE PLAN
RO3	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	SEE PLAN
RN	54	ROSA X 'NEARLY WILD'	NEARLY WILD FLORIBUNDA ROSE	5 GAL.	SEE PLAN
SA2	53	SPIRAEA X BULMALDA 'ANTHONY WATERER'	ANTHONY WATERER BULMALD SPIRAEA	5 GAL.	SEE PLAN
SM3	24	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	5 GAL.	SEE PLAN
VA	40	VIBURNUM TRILOBUM 'COMPACTUM'	COMPACT AMERICAN CRANBERRY VIBURNUM	5 GAL.	SEE PLAN
EVERGREEN SHRUBS					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
JB	18	JUNIPERUS SABINA 'BROADMOOR'	BROADMOOR JUNPER	5 GAL.	SEE PLAN
JC	25	JUNIPERUS SABINA 'CALGARY CARPET' TM	CALGARY CARPET JUNPER	5 GAL.	SEE PLAN
GRASSES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
MA	119	MISCANTHUS SINENSIS 'PURPURASCENS'	MISCANTHUS FLAME GRASS	3 GAL.	SEE PLAN
MV	133	MISCANTHUS SINENSIS 'VAREGATUS'	VARIEGATED EULALIA GRASS	3 GAL.	SEE PLAN
GROUND COVERS					
CODE	QTY	BOTANICAL NAME	COMMON NAME		
SC02	37,670 SF	EXISTING PLANTING			
NS	38,563 SF	NATIVE SEED MIX			
R	19,603 SF	ROCK MULCH			
S00	133,281 SF	RTF WATER SAVER S00			

NOTES:
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KEY MAP
SCALE: N.T.S.



GRAPHIC SCALE IN FEET
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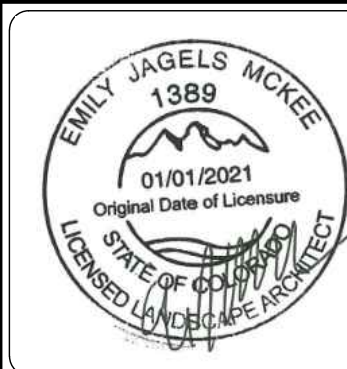
JOHNSTOWN VILLAGE

LANDSCAPE PLAN

CONSTRUCTION DOCUMENTS

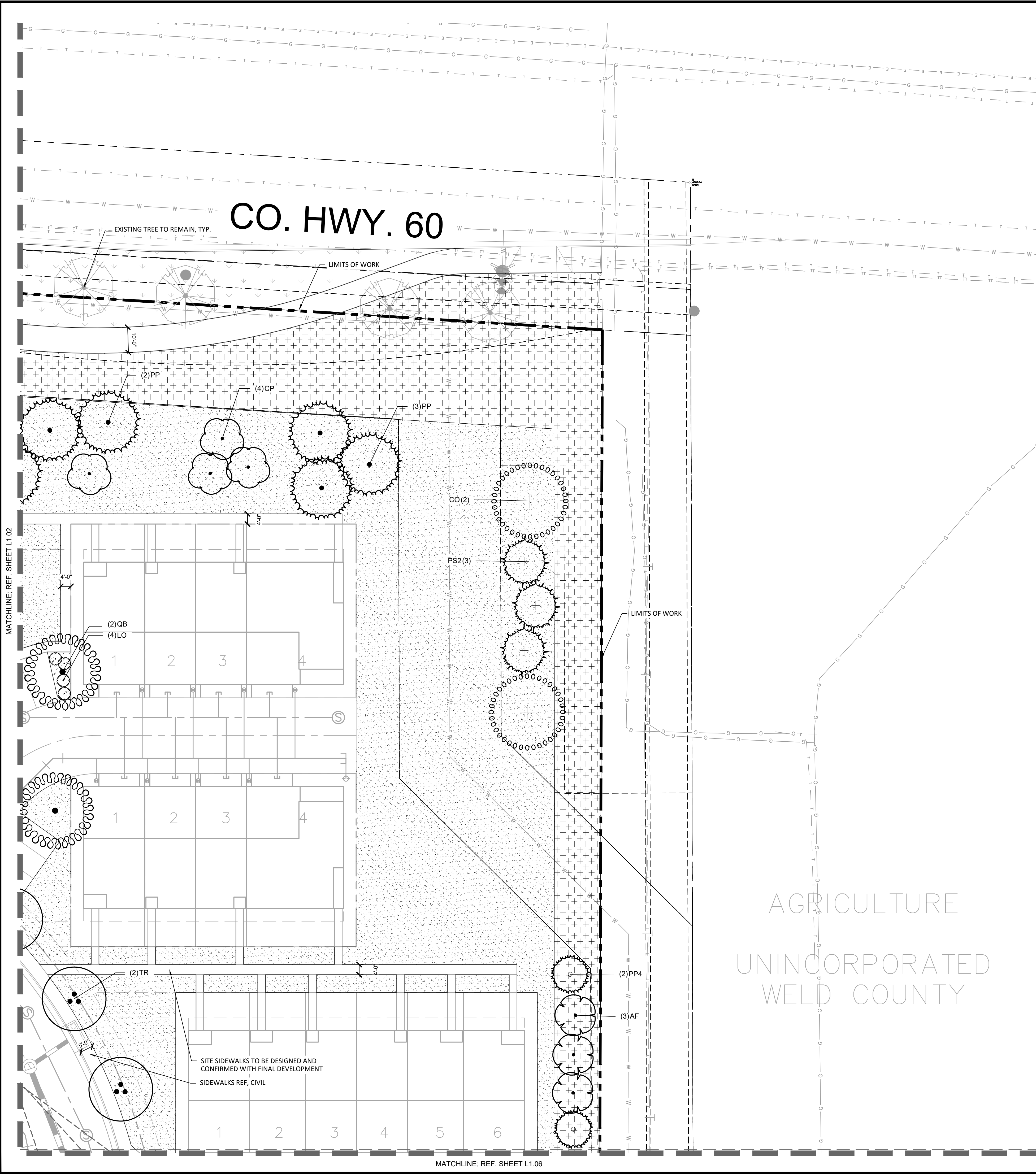
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PROJECT NO.		
DWG. NAME		
SHEET NO. L1.02		
of 154		

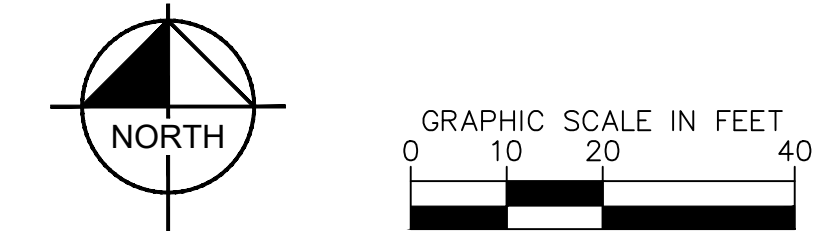
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PLANT SCHEDULE

CANOPY TREES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
AQ2	2	ACER PLATANOIDES 'NORWEGIAN SUNSET'	EXISTING NORWEGIAN SUNSET MAPLE	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
CO	13	CELTIS OCCIDENTALIS	COMMON HACKBERRY	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
GS2	3	GLEDTISIA TRIACANTHOS 'SKYLINE'	EXISTING SKYLINE HONEY LOCUST	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
QL2	11	GLEDTISIA TRIACANTHOS 'NERMIS 'IMP' COLE'	EXISTING IMPERIAL HONEY LOCUST	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
GH	8	GLEDTISIA TRIACANTHOS 'NERMIS 'SHADEMASTER'	SHADEMASTER HONEY LOCUST	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
GK	14	GYMNOCLADUS DIOICA	KENTUCKY COFFEETREE	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
QB	5	QUERCUS BICOLOR	SWAMP WHITE OAK	8.8.8	2" CAL. MIN. 12'-14' HT.
QR	9	QUERCUS RUBRA	RED OAK	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
QR2	21	QUERCUS RUBRA	EXISTING RED OAK	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
TR	15	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN. 10' - 12' HT. MIN.
TR2	5	TILIA AMERICANA 'REDMOND'	EXISTING REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN. 12'-14' HT. MIN.
EVERGREEN TREES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
PP4	10	PINUS EDULIS	PRYON PINE	8.8.8	6' HT. MIN.
PP	6	PINUS PONDEROSA	PONDEROSA PINE	8.8.8	6' HT. MIN.
PS2	23	PINUS SYLVESTRIS	SCOTCH PINE	8.8.8	6' HT. MIN.
ORNAMENTAL TREES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
AF	3	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	8.8.8	1.5" CAL. MIN. 10' - 12' HT. MIN.
CP	24	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	8.8.8	1.5" CAL. MIN. 8' - 10' HT. MIN.
MR2	8	MALUS X 'RADIANT'	EXISTING RADIANT CRABAPPLE	8.8.8	1.5" CAL. MIN.
DECIDUOUS SHRUBS					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
AS	67	AMELANCHIER ALNIFOLIA	SERVICEBERRY	5 GAL.	SEE PLAN
AM2	53	ARONIA MELANOCARPA 'MORTON' TM	IRROQUIS BEAUTY BLACK CHOKEBERRY	5 GAL.	SEE PLAN
CC	42	CARYOPTERIS X CLANDONENSIS	BLUEBEARD	5 GAL.	SEE PLAN
EC	14	EUCONYMIUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	5 GAL.	SEE PLAN
EN	101	EUCONYMIUS NANUS TURKESTANICUS	TURKESTAN BURNING BUSH	5 GAL.	SEE PLAN
LO	53	LIGUSTRUM OBTUSIFOLIUM REGELIANUM	REGAL PRIVET	5 GAL.	SEE PLAN
PB	18	PHILADELPHUS LEWISII 'BLIZZARD'	BLIZZARD MOCKORANGE	5 GAL.	SEE PLAN
PS3	25	PHILADELPHUS X 'SNOWBELLE'	SNOWBELLE MOCK ORANGE	5 GAL.	SEE PLAN
PP2	12	PRUNUS BESSEYI 'P0115' TM	PAWNEE BUTTES SAND CHERRY	5 GAL.	SEE PLAN
RO3	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	SEE PLAN
RN	54	ROSA X 'NEARLY WILD'	NEARLY WILD FLORIBUNDA ROSE	5 GAL.	SEE PLAN
SA2	53	SPIRAEA X BIMALDA 'ANTHONY WATERER'	ANTHONY WATERER BIMALDA SPIRAEA	5 GAL.	SEE PLAN
SM3	24	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	5 GAL.	SEE PLAN
VA	40	VIBURNUM TRILOBUM 'COMPACTUM'	COMPACT AMERICAN CRANBERRY VIBURNUM	5 GAL.	SEE PLAN
EVERGREEN SHRUBS					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
JB	18	JUNIPERUS SABINA 'BROADMOOR'	BROADMOOR JUNPER	5 GAL.	SEE PLAN
JC	25	JUNIPERUS SABINA 'CALGARY CARPET' TM	CALGARY CARPET JUNPER	5 GAL.	SEE PLAN
GRASSES					
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
MA	119	MISCANTHUS SINENSIS 'PURPURASCENS'	MISCANTHUS FLAME GRASS	3 GAL.	SEE PLAN
MV	133	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED EULALIA GRASS	3 GAL.	SEE PLAN
GROUND COVERS					
CODE	QTY	BOTANICAL NAME	COMMON NAME		
SCD2	37,670 SF	EXISTING PLANTING			
NS	38,563 SF	NATIVE SEED MIX			
R	19,603 SF	ROCK MULCH			
SOD	133,261 SF	RTF WATER SAVER SOD			
			2"-3" RIVER ROCK MULCH		

NOTES:
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JOHNSTOWN VILLAGE

LANDSCAPE PLAN

CONSTRUCTION DOCUMENTS

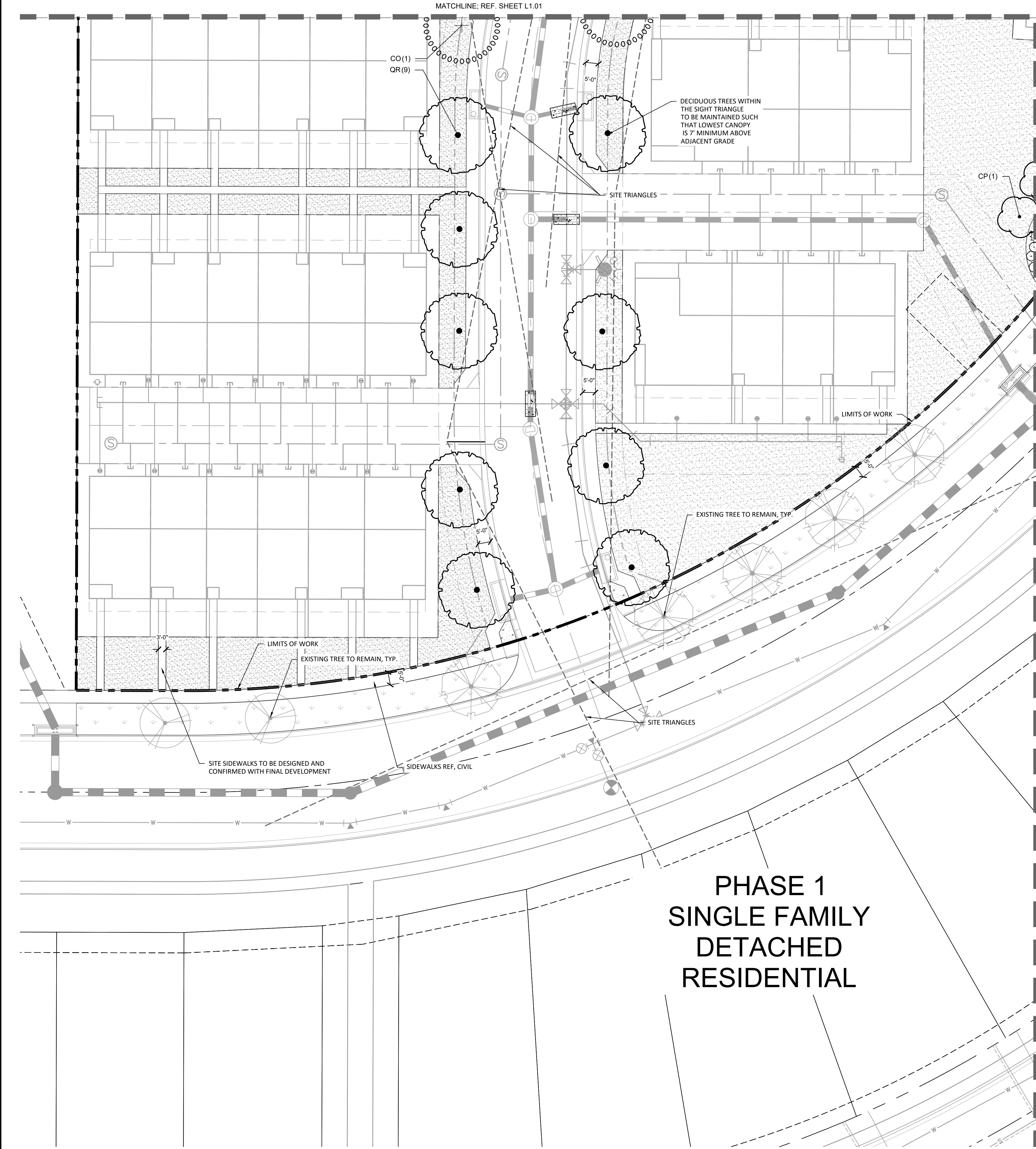
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DATE: 11/5/2021		
PROJECT NO.		
DWG. NAME		

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L1.03
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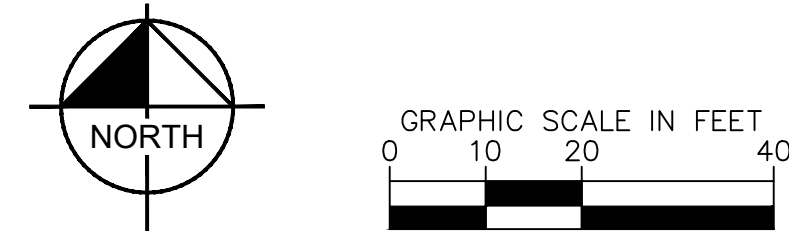
PLANT SCHEDULE

CANOPY TREES							
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	
AQ2	2	ACER PLATANOIDES 'NORWEGIAN SUNSET'	EXISTING NORWEGIAN SUNSET MAPLE	8.8.8	2" CAL. MIN	12'-14' HT. MIN.	
CO	13	CELTIS OCCIDENTALIS	COMMON HACKBERRY	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.	
GS2	3	GLEDTISIA TRIACANTHOS 'SKYLINE'	EXISTING SKYLINE HONEY LOCUST	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.	
QL2	11	GLEDTISIA TRIACANTHOS NERMIS 'IMP. COLE'	EXISTING IMPERIAL HONEY LOCUST	8.8.8	2" CAL. MIN	12'-14' HT. MIN.	
GH	8	GLEDTISIA TRIACANTHOS NERMIS 'SHADEMASTER'	SHADEMASTER HONEY LOCUST	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.	
GK	14	GYMNOCLADUS DIOICA	KENTUCKY COFFEETREE	8.8.8	2" CAL. MIN	12'-14' HT. MIN.	
QB	5	QUERCUS BICOLOR	SWAMP WHITE OAK	8.8.8	2" CAL. MIN	12'-14' HT.	
QR	9	QUERCUS RUBRA	RED OAK	8.8.8	2" CAL. MIN	12'-14' HT. MIN.	
QR2	21	QUERCUS RUBRA	EXISTING RED OAK	8.8.8	2" CAL. MIN	12'-14' HT. MIN.	
TR	15	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN	10' - 12' HT. MIN.	
TR2	5	TILIA AMERICANA 'REDMOND'	EXISTING REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN	12'-14' HT. MIN.	
EVERGREEN TREES							
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	
PP4	10	PINUS EDULIS	PRYON PINE	8.8.8		6' HT. MIN.	
PP	6	PINUS PONDEROSA	PONDEROSA PINE	8.8.8		6' HT. MIN.	
PS2	23	PINUS SYLVESTRIS	SCOTCH PINE	8.8.8		6' HT. MIN.	
ORNAMENTAL TREES							
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	
AF	3	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	8.8.8	1.5" CAL. MIN	10' - 12' HT. MIN.	
CP	24	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	8.8.8	1.5" CAL. MIN	8' - 10' HT. MIN.	
MR2	8	MALUS X 'RADIANT'	EXISTING RADIANT CRABAPPLE	8.8.8	1.5" CAL. MIN		
DECIDUOUS SHRUBS							
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING		
AS	67	AMELANCHIER ALNIFOLIA	SERVICEBERRY	5 GAL.	SEE PLAN		
AM2	53	ARONIA MELANOCARPA 'MORTON' TM	IRROQUIS BEAUTY BLACK CHOKEBERRY	5 GAL.	SEE PLAN		
CC	42	CARYOPTERIS X CLANDONENSIS	BLUEBEARD	5 GAL.	SEE PLAN		
EC	14	EUCONYMIUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	5 GAL.	SEE PLAN		
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RD3	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	SEE PLAN		
RN	54	ROSA X 'NEARLY WILD'	NEARLY WILD FLORIBUNDA ROSE	5 GAL.	SEE PLAN		
SA2	53	SPIRAEA X BIMALDA 'ANTHONY WATERER'	ANTHONY WATERER BIMALD SPIRAEA	5 GAL.	SEE PLAN		
SM3	24	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	5 GAL.	SEE PLAN		
VA	40	VIBURNUM TRILOBUM 'COMPACTUM'	COMPACT AMERICAN CRANBERRY VIBURNUM	5 GAL.	SEE PLAN		
EVERGREEN SHRUBS							
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING		
JB	18	JUNIPERUS SABINA 'BROADMOOR'	BROADMOOR JUNPER	5 GAL.	SEE PLAN		
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GRASSES							
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING		
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GROUND COVERS							
CODE	QTY	BOTANICAL NAME	COMMON NAME				
SCD2	37,670 SF	EXISTING PLANTING					
NS	38,563 SF	NATIVE SEED MIX					
R	19,603 SF	ROCK MULCH					
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KEY MAP
SCALE: N.T.S.



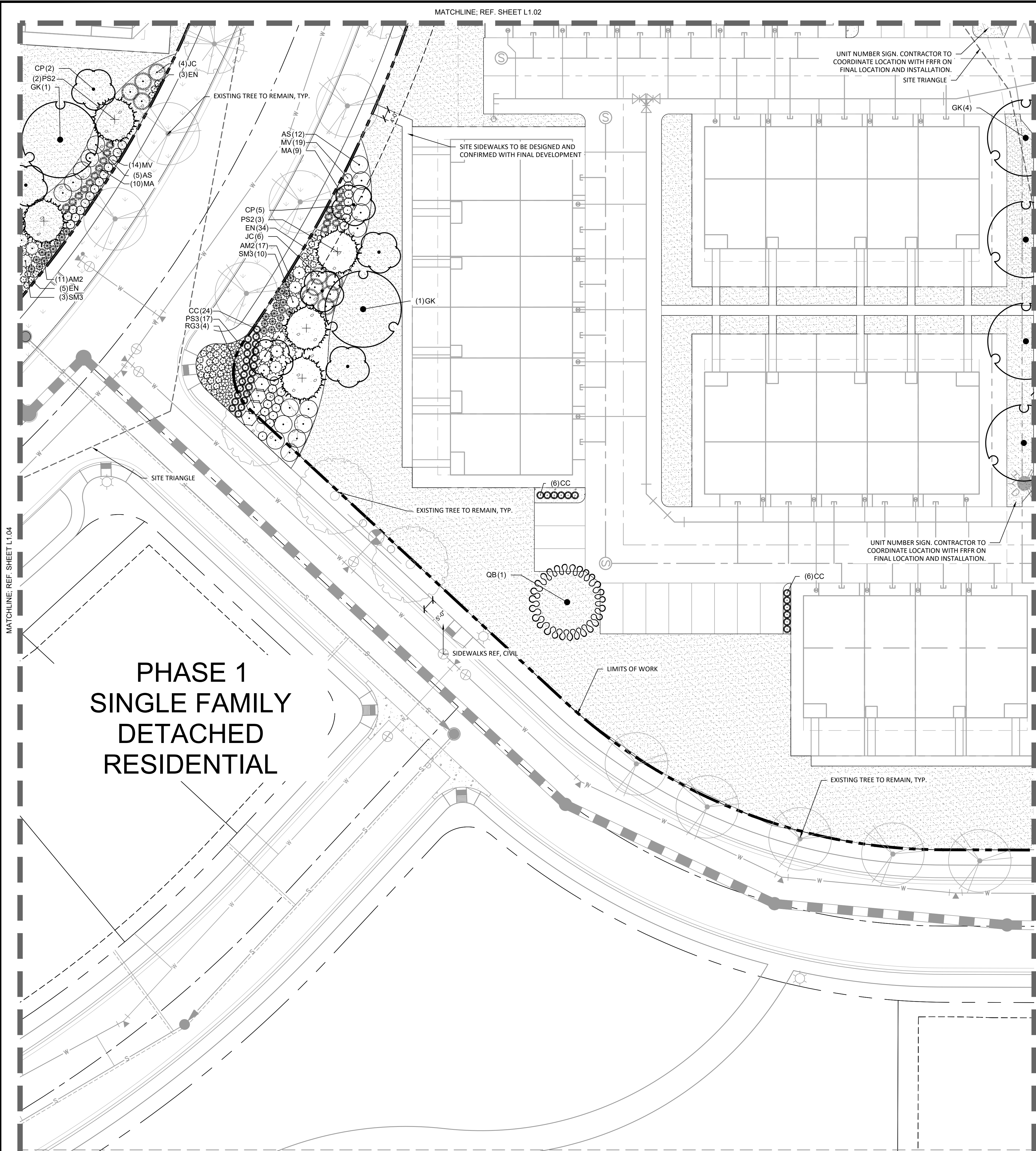
JOHNSTOWN VILLAGE
LANDSCAPE PLAN
CONSTRUCTION DOCUMENTS



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SHEET NO. L1.04			of 156

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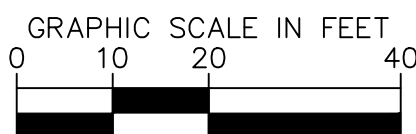
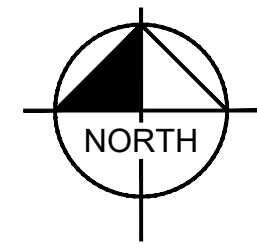
PLANT SCHEDULE

CANOPY TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AG2	2	ACER PLATANOIDES 'NORWEGIAN SUNSET'	EXISTING NORWEGIAN SUNSET MAPLE	8.8.8	2" CAL. MIN.	12'-14' HT. MIN.
	CO	13	CELTIS OCCIDENTALIS	COMMON HACKBERRY	8.8.8	2" CAL. MIN.	10' - 12' HT. MIN.
	GS2	3	GLEDTISIA TRIACANTHOS 'SKYLINE'	EXISTING SKYLINE HONEY LOCUST	8.8.8	2" CAL. MIN.	10' - 12' HT. MIN.
	QL2	11	GLEDTISIA TRIACANTHOS NERMIS 'IMPCOLE'	EXISTING IMPERIAL HONEY LOCUST	8.8.8	2" CAL. MIN.	12'-14' HT. MIN.
	GH	8	GLEDTISIA TRIACANTHOS NERMIS 'SHADEMASTER'	SHADEMASTER HONEY LOCUST	8.8.8	2" CAL. MIN.	10' - 12' HT. MIN.
	GK	14	GYNOCALADUS DIOICA	KENTUCKY COFFEETREE	8.8.8	2" CAL. MIN.	12'-14' HT. MIN.
	QB	5	QUERCUS BICOLOR	SWAMP WHITE OAK	8.8.8	2" CAL. MIN.	12'-14' HT.
	QR	9	QUERCUS RUBRA	RED OAK	8.8.8	2" CAL. MIN.	12'-14' HT. MIN.
	QR2	21	QUERCUS RUBRA	EXISTING RED OAK	8.8.8	2" CAL. MIN.	12'-14' HT. MIN.
	TR	15	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN.	10' - 12' HT. MIN.
	TR2	5	TILIA AMERICANA 'REDMOND'	EXISTING REDMOND AMERICAN LINDEN	8.8.8	2" CAL. MIN.	12'-14' HT. MIN.
EVERGREEN TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP4	10	PINUS EDULIS	PRYON PINE	8.8.8		6' HT. MIN.
	PP	6	PINUS PONDEROSA	PONDEROSA PINE	8.8.8		6' HT. MIN.
	PS2	23	PINUS SYLVESTRIS	SCOTCH PINE	8.8.8		6' HT. MIN.
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AF	3	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	8.8.8	1.5" CAL. MIN.	10' - 12' HT. MIN.
	CP	24	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	8.8.8	1.5" CAL. MIN.	8' - 10' HT. MIN.
	MR2	8	MALUS X 'RADIANT'	EXISTING RADIANT CRABAPPLE	8.8.8	1.5" CAL. MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	AS	67	AMELANCHIER ALNIFOLIA	SERVICEBERRY	5 GAL.	SEE PLAN	
	AM2	53	ARONIA MELANOCARPA 'MORTON' TM	IRROQUIS BEAUTY BLACK CHOKEBERRY	5 GAL.	SEE PLAN	
	CC	42	CARYOPTERIS X CLANDONENSIS	BLUEBEARD	5 GAL.	SEE PLAN	
	EC	14	EUCONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	5 GAL.	SEE PLAN	
	EN	101	EUCONYMUS NANUS TURKESTANICUS	TURKESTAN BURNING BUSH	5 GAL.	SEE PLAN	
	LO	53	LIGUSTRUM OBTUSIFOLIUM REGELIANUM	REGAL PRIVET	5 GAL.	SEE PLAN	
	PB	18	PHILADELPHUS LEWISII 'BLIZZARD'	BLIZZARD MOCKORANGE	5 GAL.	SEE PLAN	
	PS3	25	PHILADELPHUS X 'SNOWBELLE'	SNOWBELLE MOCK ORANGE	5 GAL.	SEE PLAN	
	PP2	12	PRUNUS BESSEYI 'P0115' TM	PAWNEE BUTTES SAND CHERRY	5 GAL.	SEE PLAN	
	RO3	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	SEE PLAN	
	RN	54	ROSA X 'NEARLY WILD'	NEARLY WILD FLORIBUNDA ROSE	5 GAL.	SEE PLAN	
	SA2	53	SPIRAEA X BULMALDA 'ANTHONY WATERER'	ANTHONY WATERER BULMALD SPIRAEA	5 GAL.	SEE PLAN	
	SMS	24	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	5 GAL.	SEE PLAN	
	VA	40	VIBURNUM TRELOBUM 'COMPACTUM'	COMPACT AMERICAN CRANBERRY VIBURNUM	5 GAL.	SEE PLAN	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	JB	18	JUNIPERUS SABINA 'BROADMOOR'	BROADMOOR JUNPER	5 GAL.	SEE PLAN	
	JC	25	JUNIPERUS SABINA 'CALGARY CARPET' TM	CALGARY CARPET JUNPER	5 GAL.	SEE PLAN	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	MA	119	MISCANTHUS SINENSIS 'PURPURASCENS'	MISCANTHUS FLAME GRASS	3 GAL.	SEE PLAN	
	MV	133	MISCANTHUS SINENSIS 'VAREGATUS'	VAREGATED EULALIA GRASS	3 GAL.	SEE PLAN	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME			
	SCD2	37,670 SF	EXISTING PLANTING				
	NS	38,563 SF	NATIVE SEED MIX				
	R	19,603 SF	ROCK MULCH				
	SOD	133,281 SF	RTF WATER SAVER SOD				

NOTES:
DECIDUOUS TREES WITHIN THE SIGHT TRIANGLE TO BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7' MINIMUM ABOVE ADJACENT GRADE.
EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES WITHIN SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.



KEY MAP
SCALE: N.T.S.



JOHNSTOWN VILLAGE

LANDSCAPE PLAN

CONSTRUCTION DOCUMENTS

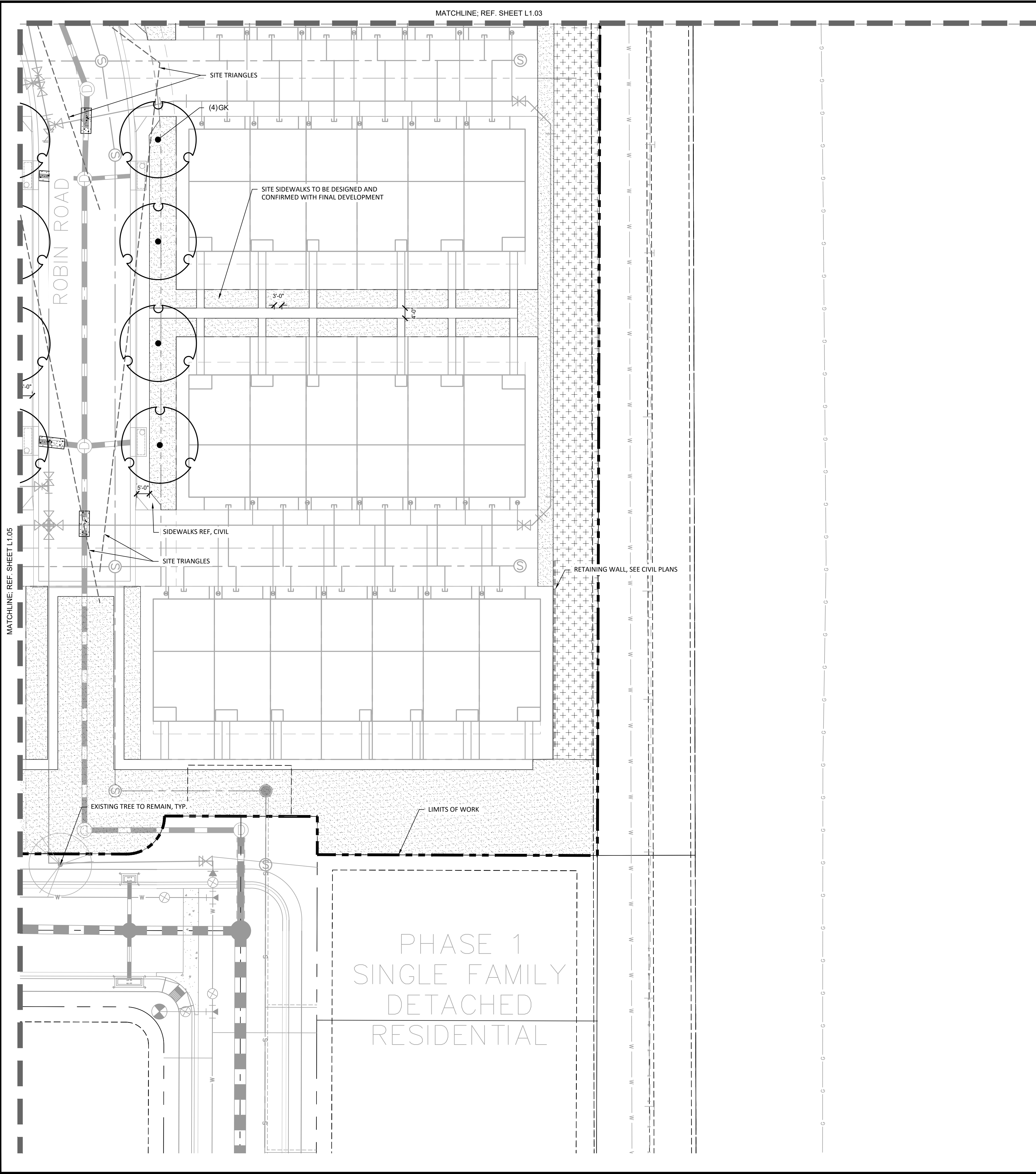
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PROJECT NO.	DWG. NAME	

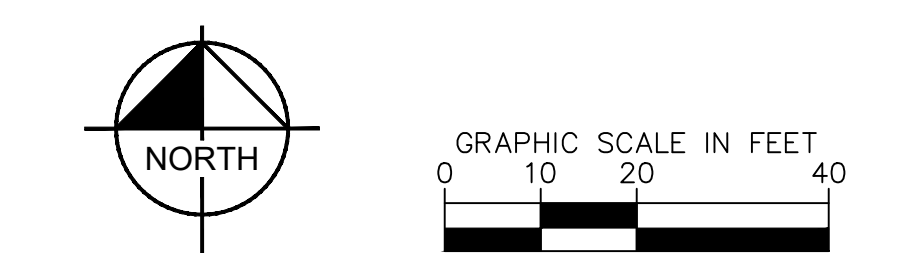
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PLANT SCHEDULE

CANOPY TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	A02	2	ACER PLATANOIDES 'NORWEGIAN SUNSET'	EXISTING NORWEGIAN SUNSET MAPLE	8.8.8	2" CAL MIN	12'-14' HT MIN
	CO	13	CELTIS OCCIDENTALIS	COMMON HACKBERRY	8.8.8	2" CAL MIN	10' - 12' HT. MIN.
	G02	3	GLEDETIA TRIACANTHOS 'SKYLINE'	EXISTING SKYLINE HONEY LOCUST	8.8.8	2" CAL MIN	10' - 12' HT. MIN.
	OL2	11	GLEDETIA TRIACANTHOS NERMIS 'IMPCOLE'	EXISTING IMPERIAL HONEY LOCUST	8.8.8	2" CAL MIN	12'-14' HT MIN
	GH	8	GLEDETIA TRIACANTHOS NERMIS 'SHADEMASTER'	SHADEMASTER HONEY LOCUST	8.8.8	2" CAL MIN	10' - 12' HT. MIN.
	GK	14	GYNOCALADUS DIOICA	KENTUCKY COFFEETREE	8.8.8	2" CAL MIN	12'-14' HT MIN
	QB	5	QUERCUS BICOLOR	SWAMP WHITE OAK	8.8.8	2" CAL MIN	12'-14' HT
	QR	9	QUERCUS RUBRA	RED OAK	8.8.8	2" CAL MIN	12'-14' HT MIN
	QR2	21	QUERCUS RUBRA	EXISTING RED OAK	8.8.8	2" CAL MIN	12'-14' HT MIN
	TR	15	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	8.8.8	2" CAL MIN	10' - 12' HT. MIN.
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EVERGREEN TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP4	10	PIRUS EDULIS	PRYON PINE	8.8.8		6' HT MIN
	PP	6	PIRUS PONDEROSA	PONDEROSA PINE	8.8.8		6' HT MIN
	PS2	23	PIRUS SYLVESTRIS	SCOTCH PINE	8.8.8		6' HT MIN
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AF	3	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	8.8.8	1.5" CAL MIN	10' - 12' HT. MIN.
	CP	24	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	8.8.8	1.5" CAL MIN	8' - 10' HT. MIN.
	MR2	8	MALUS X 'RADIANT'	EXISTING RADIANT CRABAPPLE	8.8.8	1.5" CAL MIN	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	AS	67	AMELANCHIER ALNIFOLIA	SERVICEBERRY	5 GAL	SEE PLAN	
	AM2	53	ARONIA MELANOCARPA 'MORTON' TM	IRROQUIS BEAUTY BLACK CHOKEBERRY	5 GAL	SEE PLAN	
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	EC	14	EUCONYMIUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	5 GAL	SEE PLAN	
	EN	101	EUCONYMIUS NANUS TURKESTANICUS	TURKESTAN BURNING BUSH	5 GAL	SEE PLAN	
	LO	53	LIGUSTRUM OBTUSIFOLIUM REGELIANUM	REGAL PRIVET	5 GAL	SEE PLAN	
	PB	18	PHILADELPHUS LEWISII 'BLIZZARD'	BLIZZARD MOCKORANGE	5 GAL	SEE PLAN	
	PS3	25	PHILADELPHUS X 'SNOWBELLE'	SNOWBELLE MOCK ORANGE	5 GAL	SEE PLAN	
	PP2	12	PRUNUS BESSEYI 'P0115' TM	PAWNEE BUTTES SAND CHERRY	5 GAL	SEE PLAN	
	RD3	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL	SEE PLAN	
	RN	54	ROSA X 'NEARLY WILD'	NEARLY WILD FLORIBUNDA ROSE	5 GAL	SEE PLAN	
	SA2	53	SPIRAEA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER BUMALD SPIRAEA	5 GAL	SEE PLAN	
	SMS	24	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	5 GAL	SEE PLAN	
	VA	40	VIBURNUM TRELOBUM 'COMPACTUM'	COMPACT AMERICAN CRANBERRY VIBURNUM	5 GAL	SEE PLAN	
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	MV	133	MISCANTHUS SINENSIS 'VAREGATUS'	VARIEGATED EULALIA GRASS	3 GAL	SEE PLAN	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME			
	SC02	37,670 SF	EXISTING PLANTING				
	NS	38,563 SF	NATIVE SEED MIX				
	R	19,603 SF	ROCK MULCH	2"-3" RIVER ROCK MULCH			
	S00	133,281 SF	RTF WATER SAVER S00				

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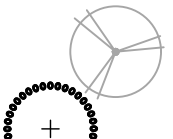
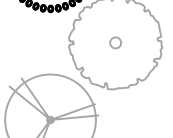
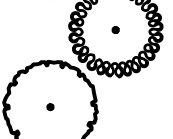
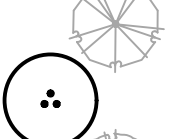
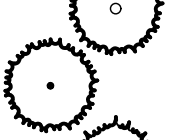
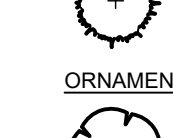
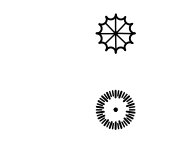
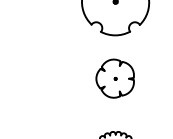
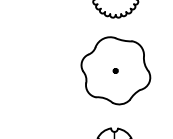
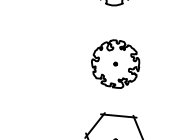
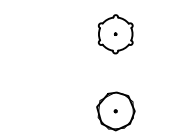
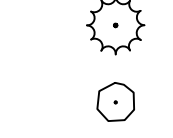
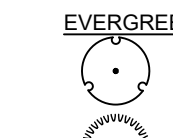
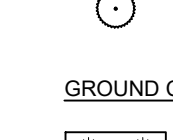
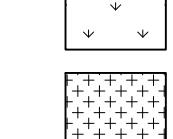
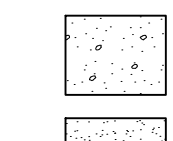
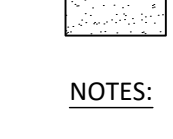
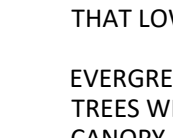
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	QB	5	QUERCUS BICOLOR	SWAMP WHITE OAK	B & B	2" CAL MIN	12'-14' HT
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	EN	101	EUONYMUS NANUS TURKESTANICUS	TURKESTAN BURNING BUSH	5 GAL	SEE PLAN	
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	RG3	13	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL	SEE PLAN	
	RN	54	ROSA X 'NEARLY WILD'	NEARLY WILD FLORIBUNDA ROSE	5 GAL	SEE PLAN	
	SA2	53	SPIRAEA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER BUMALD SPIRAEA	5 GAL	SEE PLAN	
	SM3	24	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	5 GAL	SEE PLAN	
	VA	40	VIBURNUM TRILOBUM 'COMPACTUM'	COMPACT AMERICAN CRANBERRY VIBURNUM	5 GAL	SEE PLAN	
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	JC	25	JUNIPERUS SABINA 'CALGARY CARPET' TM	CALGARY CARPET JUNIPER	5 GAL	SEE PLAN	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	MA	119	MISCANTHUS SINENSIS 'PURPURASCENS'	MISCANTHUS FLAME GRASS	3 GAL	SEE PLAN	
	MV	133	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED EULALIA GRASS	3 GAL	SEE PLAN	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME			
	SOD2	37,670 SF	EXISTING PLANTING				
	NS	38,563 SF	NATIVE SEED MIX				
	R'	19,603 SF	ROCK MULCH	2"-3" RIVER ROCK MULCH			
	SOD	133,261 SF	RTF WATER SAVER SOD				

NOTES:

DECIDUOUS TREES WITHIN THE SIGHT TRIANGLE TO BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7' MINIMUM ABOVE ADJACENT GRADE.

EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES WITHIN SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.

LANDSCAPE REQUIRMENTS						
LOCATION	SF	NOTES	TREES REQUIRED	SHRUBS REQUIRED	TREES PROVIDED	SHRUBS PROVIDED
HY 60 ARTERIAL ROW (existing per PUD)	15024	1 tree and 5 shrubs per 1,000 SF	15	75	16	143
TRACK N OPEN SPACE	26136	1 tree and 5 shrubs per 4,500 SF	6	29	29	594
TRACK M OPEN SPACE	30492	1 tree and 5 shrubs per 4,500 SF	7	27	27	300



JOHNSTOWN VILLAGE			
LANDSCAPE SCHEDULE			
CONSTRUCTION DOCUMENTS			
Kimley»Horn			
© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 4882 SOUTH ULSTER STREET, SUITE 1500 DENVER, CO 80237 (303) 228-2300			
	DESIGNED MJL	DRAWN EIW	CHECKED MJL
	SCALE (H): SCALE (V):		SHEET NO. L1.07
	DATE: 11/5/2021		
	PROJECT NO.		
DWG. NAME		of 159	

SEE NO.: TBD

GENERAL LANDSCAPE SPECIFICATIONS

A. SCOPE OF WORK

- 1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.
- 2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

- 1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BEST MANAGEMENT PRACTICES (BMP) DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MAINTENANCE OF TRAFFIC (MOT) THAT MAY BE REQUIRED FOR THE PROJECT.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR: REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION, THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC... THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF FOUR HUNDRED DOLLARS (\$400) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.
- 2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

- a. FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTIVAR, STEM FORM, SHEARING, AND OTHER FEATURES INDICATED IN PLANT SCHEDULE SHOWN ON DRAWINGS AND COMPLYING WITH ANSI Z60.1 AND THE COLORADO NURSERY ACT, AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED WHEN IN LEAF AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- b. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE.
- c. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE PROJECT LANDSCAPE ARCHITECT. ANY ROW TREES MUST BE APPROVED BY OFFICE OF THE CITY FORESTER.
- d. PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z60.1 AND COLORADO NURSERY ACT FOR TYPES AND FORM OF PLANTS REQUIRED. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO PROJECT LANDSCAPE ARCHITECT WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.
- e. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER. FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.
- f. TREES WITH DAMAGED, CROOKED, OR MULTIPLE LEADERS; TIGHT VERTICAL BRANCHES WHERE BARK IS SQUEEZED BETWEEN TWO BRANCHES OR BETWEEN BRANCH AND TRUNK (INCLUDED BARK); CROSSING TRUNKS; CUT-OFF LIMBS MORE THAN 1/2 INCH (19 MM) IN DIAMETER; OR WITH STEM GIRDLING ROOTS WILL BE REJECTED.
- g. FURNISH TREES AND SHRUBS WITH ROOTS BALLS MEASURED FROM TOP OF ROOT BALL, WHICH SHALL BEGIN AT ROOT FLARE ACCORDING TO ANSI Z60.1 AND COLORADO NURSERY ACT. ROOT FLARE SHALL BE VISIBLE BEFORE PLANTING.
- h. LABEL AT LEAST ONE PLANT OF EACH VARIETY, SIZE, AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF COMMON NAME AND FULL SCIENTIFIC NAME, INCLUDING GENUS AND SPECIES. INCLUDE NOMENCLATURE FOR HYBRID, VARIETY, OR CULTIVAR, IF APPLICABLE FOR THE PLANT AS SHOWN ON DRAWINGS.
- i. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF PLANTS IS SHOWN ON DRAWINGS, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER THE LABELS TO ASSURE SYMMETRY IN PLANTING.

E. SOIL MIXTURE

- 1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:
- 2. SOIL MIXTURE SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
- a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT OPENINGS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER, HAVE A PH BETWEEN 5.5 AND 6.0, AND SOLUBLE SALTS LESS THAN 3.0 MMHQS/CM. SUBMIT SOIL SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
- b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.
- 3. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT THE PROJECT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

- 1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

- 1. CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

- 1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE) OR AS SHOWN IN PLANTING DETAILS. UNLESS OTHERWISE NOTED ON PLANS, MULCH SHALL BE DOUBLE SHREDED HARDWOOD MULCH DARK BROWN FINES BY MOUNTAIN HIGH SAVATREE OR APPROVED EQUAL. DYED MULCH IS NOT ACCEPTABLE. SUBMIT SAMPLES TO PROJECT LANDSCAPE ARCHITECT FOR APPROVAL. MULCH SHALL BE PROVIDED OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE RING (6" MINIMUM) PLANTED UNDER THIS CONTRACT, AS WELL AS FOR ANY EXISTING LANDSCAPE AREAS AS SHOWN ON PLANS.

I. DIGGING AND HANDLING

- 1. ALL TREES SPECIFIED SHALL BE BALED AND BURLAPPED (B&B) UNLESS OTHERWISE APPROVED BY PROJECT LANDSCAPE ARCHITECT.
- 2. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILT-PRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
- 3. B&B, AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

J. CONTAINER GROWN STOCK

- 1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
- 2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
- 3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

K. MATERIALS LIST

- 1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE PLANS SHALL GOVERN. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

L. FINE GRADING

- 1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN DISTURBED DURING CONSTRUCTION.
- 2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH.
- 3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS, AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

M. PLANTING PROCEDURES

- 1. THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, BUILDING MATERIALS, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM PLANTING AREAS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS IN PLANTING AREAS WHICH WILL ADVERSELY AFFECT THE PLANT GROWTH, THE CONTRACTOR SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
- 2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL COLORADO (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- 3. CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.
- 4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
- 5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE SHALL BE EXERCISED.
- 6. WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
- 7. ALL PLANTING OPENINGS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH ANSI Z60.1-2014 AMERICAN STANDARD FOR NURSERY STOCK.
- 8. TEST ALL TREE OPENINGS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL.
- 9. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN.
- 10. PRIOR TO EXCAVATION OF TREE OPENINGS, AN AREA EQUAL TO TWO TIMES THE DIAMETER OF THE ROOT BALL SHALL BE ROTO-TILLED TO A DEPTH EQUAL TO THE DEPTH OF THE ROOT BALL.
- 11. EXCAVATION OF TREE OPENINGS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.
- 12. IN CONTINUOUS SHRUB AND GROUND COVER BEDS, THE ROTO-TILLED PERIMETER SHOULD EXTEND TO A DISTANCE OF ONE FOOT BEYOND THE DIAMETER OF A SINGLE ROOT BALL. THE BED SHALL BE TILLED TO A DEPTH EQUAL TO THE ROOT BALL DEPTH PLUS 6".
- 13. TREE OPENINGS FOR WELL DRAINED SOILS SHALL BE DUG SO THAT THE BOTTOM OF THE ROOT BALL WILL REST ON UNDISTURBED SOIL AND THE TOP OF THE ROOT BALL WILL BE FLUSH WITH FINISH GRADE. IN POORLY DRAINED SOILS THE TREE OPENING SHALL BE DUG SO THAT THE ROOT BALL RESTS ON UNDISTURBED SOIL AND THE TOP OF THE ROOT BALL IS 1" ABOVE FINISH GRADE. PLANT PIT WALLS SHALL BE SCRAPPED PRIOR TO PLANT INSTALLATION.
- 14. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
- 15. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION 'E'.
- 16. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
- 17. AMEND PINE AND OAK PLANT OPENINGS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT OPENINGS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

- 18. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE.
- 19. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
- 20. TREES SHALL BE PRUNED, IN ACCORDANCE WITH ANSI A-300, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST.
- 21. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOWN ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
- 22. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
- 23. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S RECOMMENDATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

N. LAWN SODDING

- 1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
- 2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
- 3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
- 4. SODDING
 - a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
 - b. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
- 5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
- 6. LAWN MAINTENANCE
 - a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"x12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK, INCLUDING REGRADE IF NECESSARY.
 - b. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

O. EDGING

- a. CONTRACTOR SHALL INSTALL 4"x8" ROLLED TOP STEEL EDGING BETWEEN ALL SOD/SEED AREAS AND PLANTING BEDS.

P. CLEANUP

- 1. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM CONTRACTOR'S WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

Q. PLANT MATERIAL MAINTENANCE

- 1. ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, PRUNING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

R. FINAL INSPECTION AND ACCEPTANCE OF WORK

- 1. FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

S. WARRANTY

- 1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.
- 2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.
- 3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH.



JOHNSTOWN VILLAGE

LANDSCAPE NOTES

CONSTRUCTION DOCUMENTS

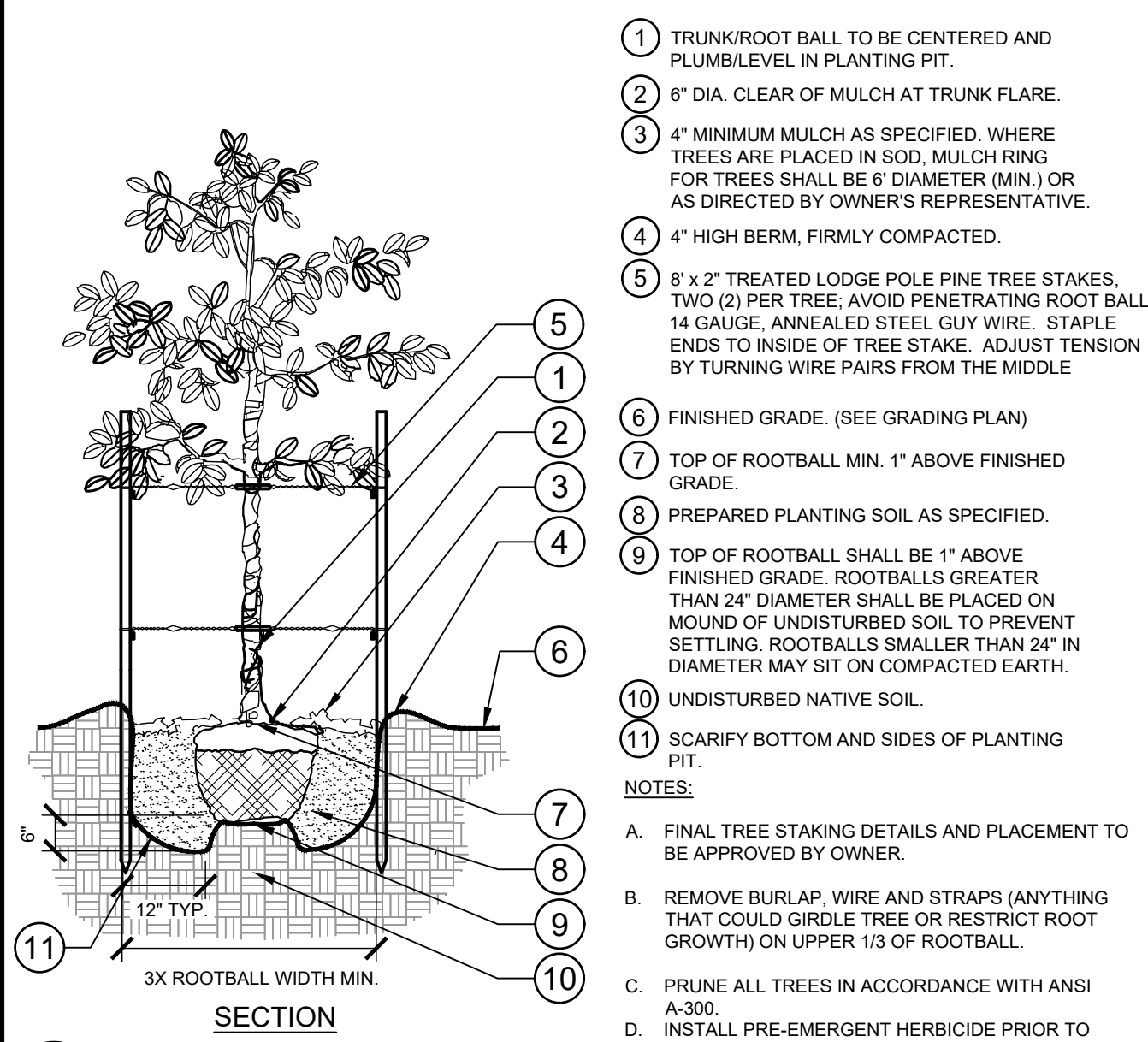


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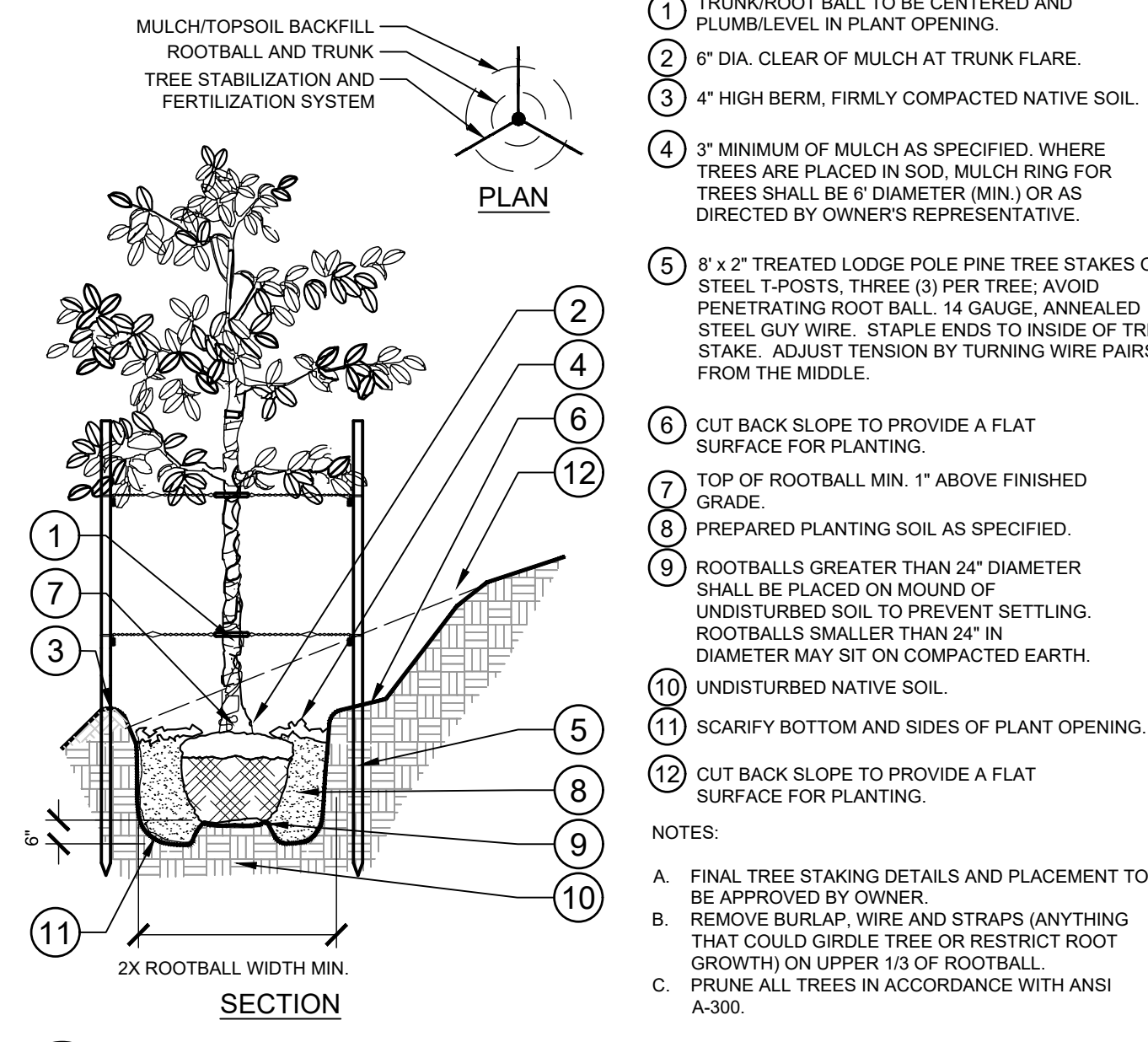


DESIGNED MJL	DRAWN EIW	CHECKED MJL
SCALE (H): SCALE (V):		
DATE: 11/5/2021		SHEET NO. L2.00
PROJECT NO.		
DWG. NAME		

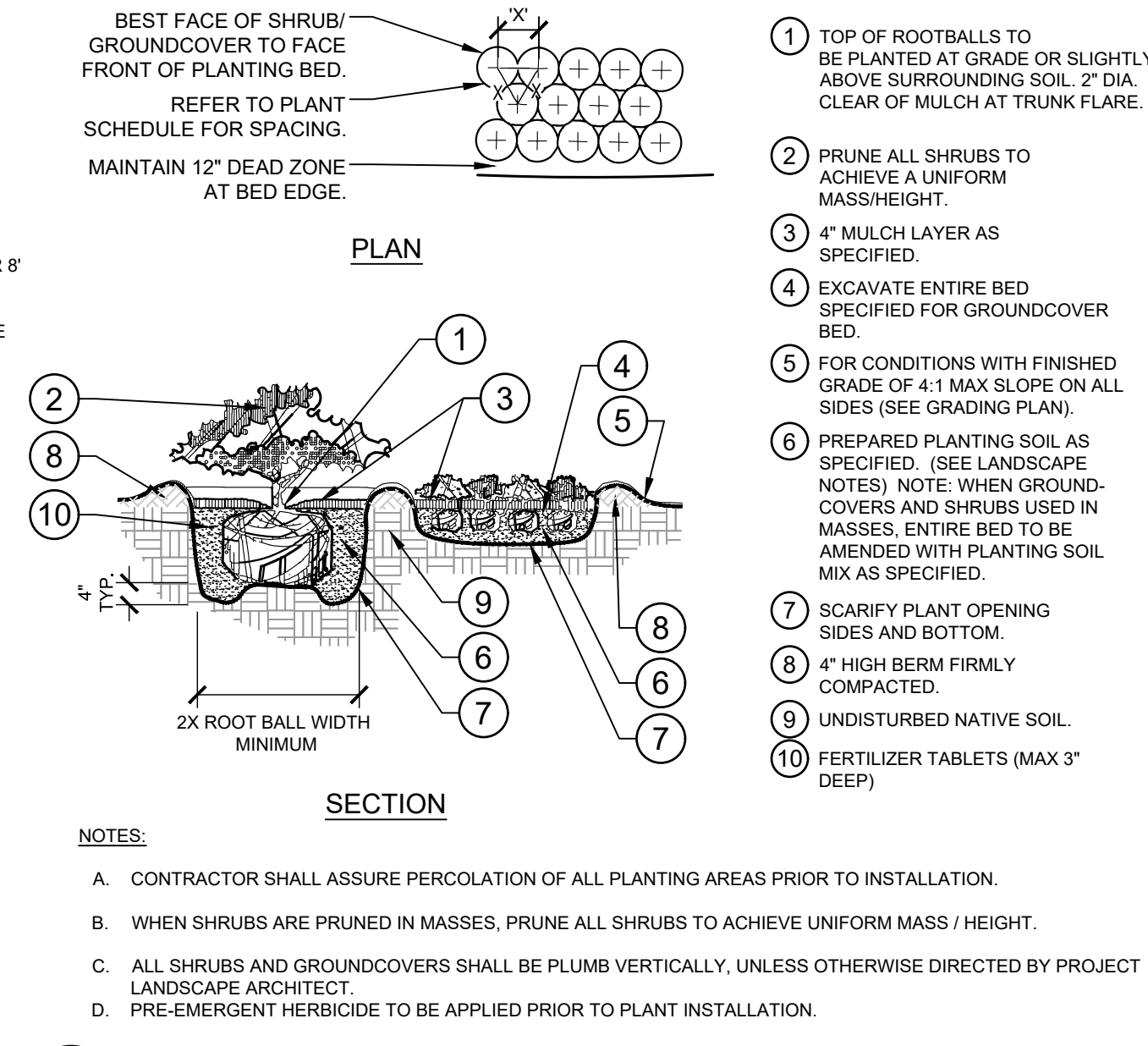
of 160



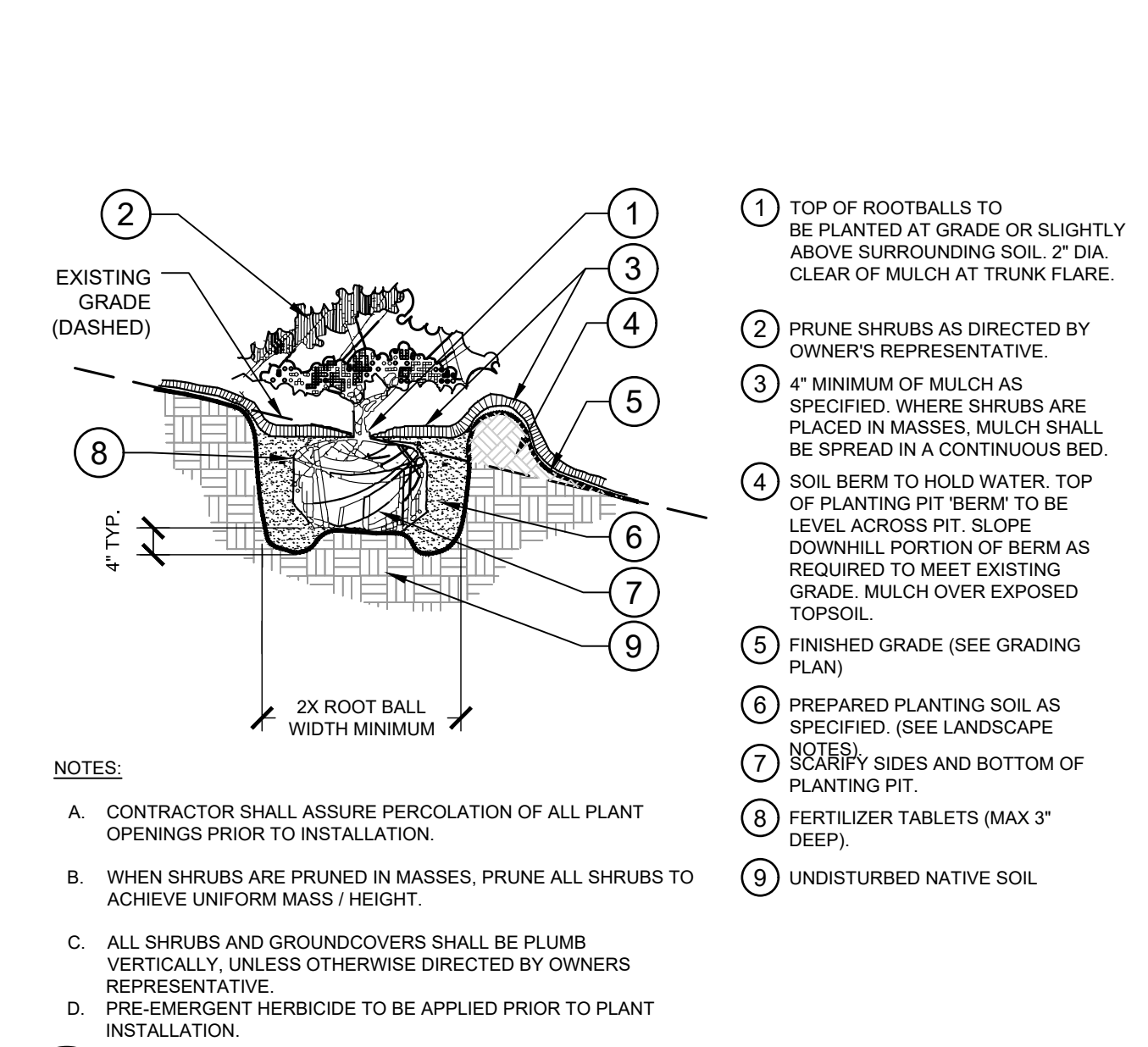
1 TREE PLANTING - STAKING
 L2.1 SECTION / PLAN NTS



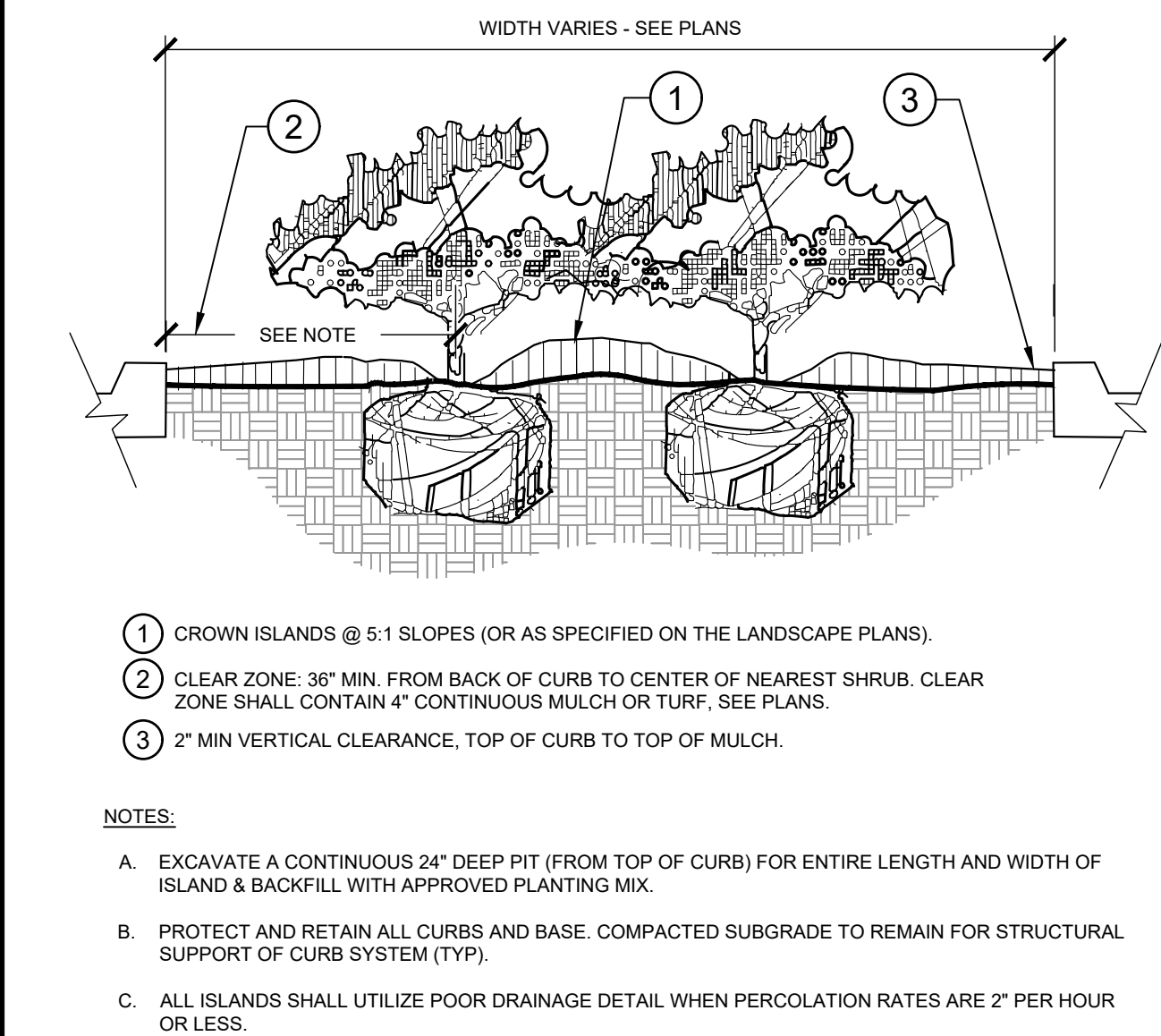
2 TREE PLANTING ON A SLOPE - STAKING
 L2.1 SECTION / PLAN NTS



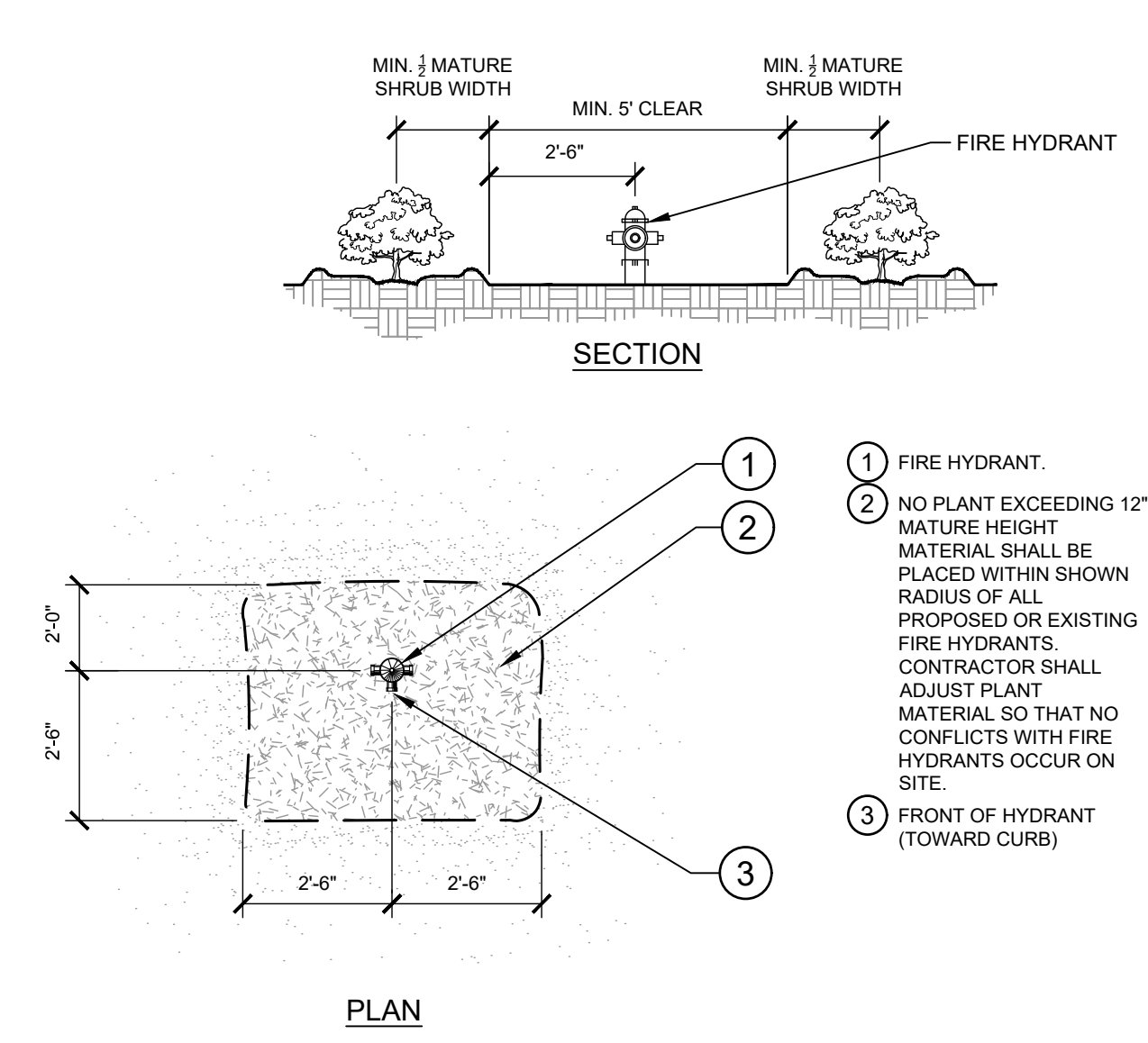
3 SHRUB/GROUNDCOVER PLANTING
 L2.1 SECTION / PLAN NTS



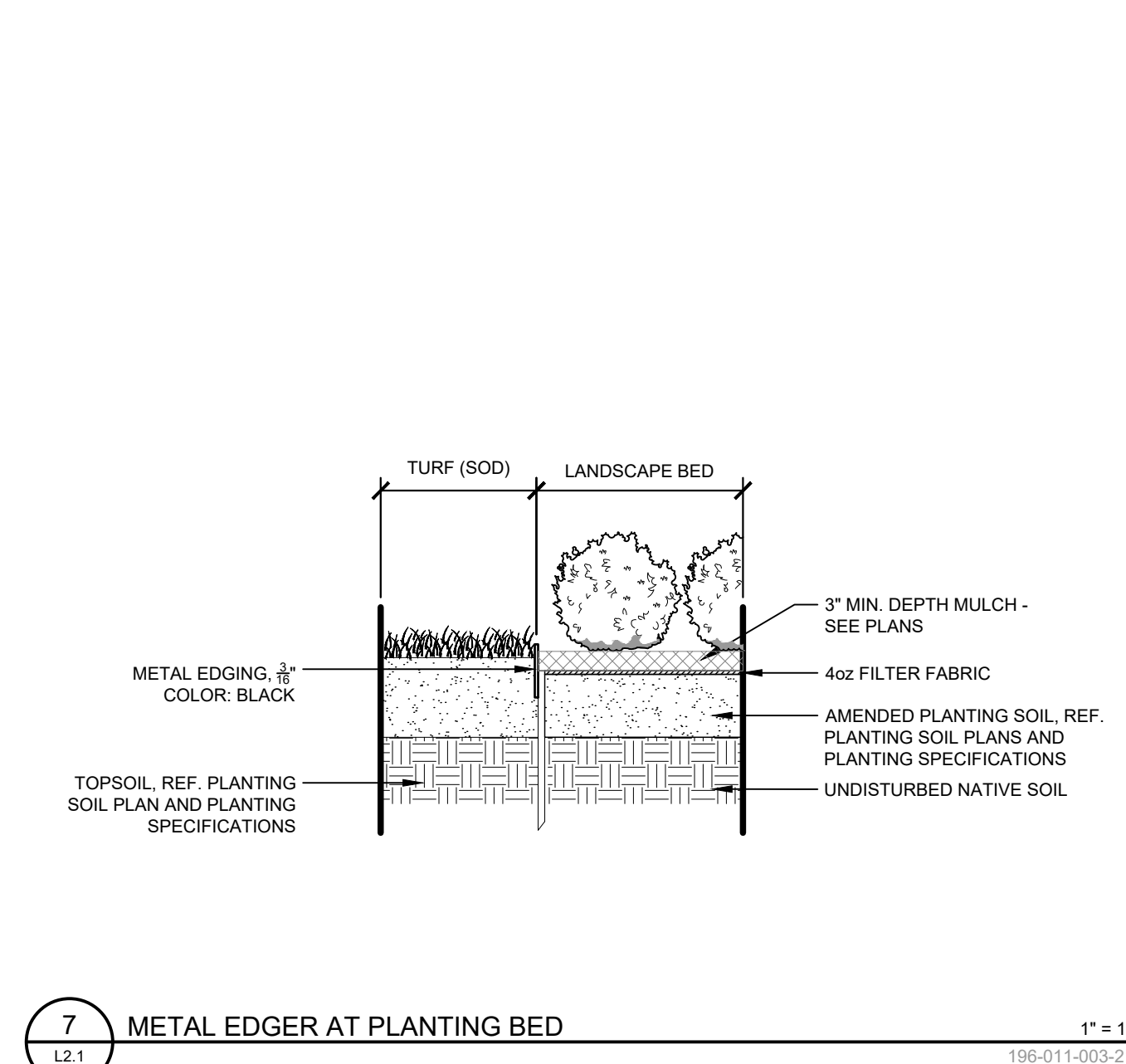
4 SHRUB/GROUNDCOVER PLANTING ON A SLOPE
 L2.1 SECTION NTS



5 PLANTED PARKING LOT ISLANDS/MEDIANS
 L2.1 SECTION NTS

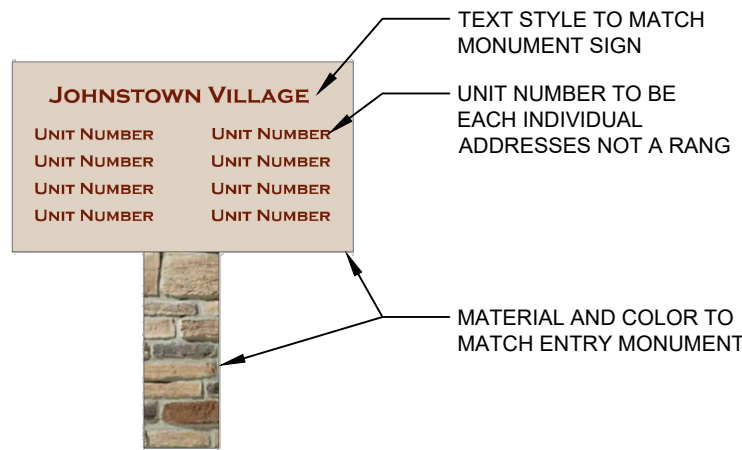
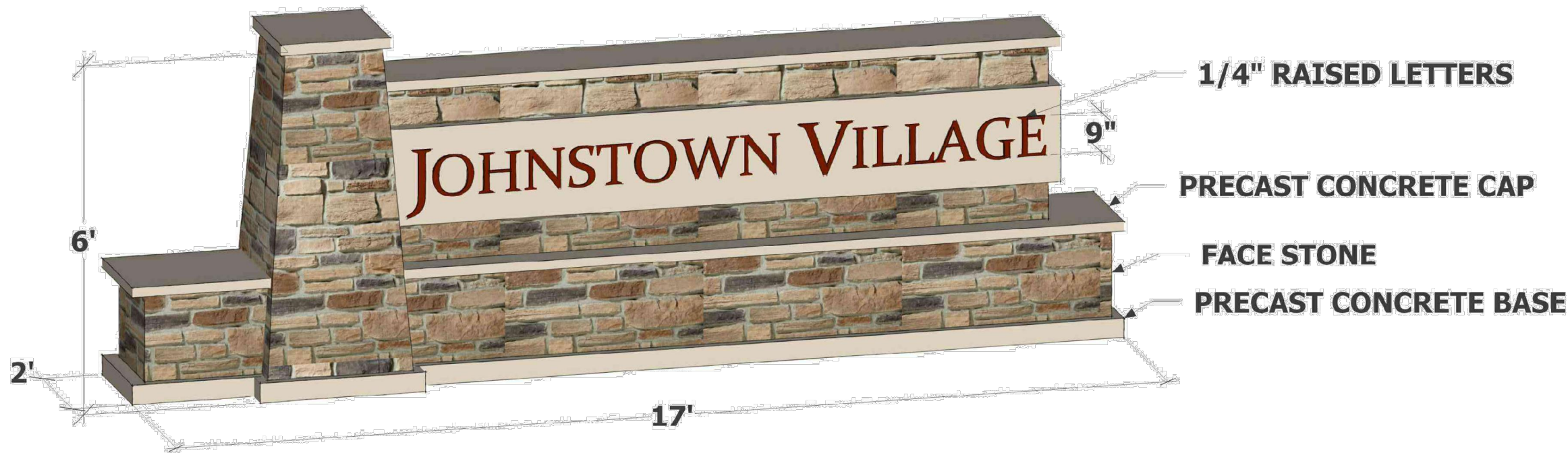


6 SHRUB PLANTING AT FIRE HYDRANT
 L2.1 SECTION / PLAN NTS



7 METAL EDGER AT PLANTING BED
 L2.1 NTS

K:\den_civil\196011003_johnstown_village\CADD\plansheets\CD\196011003_LA.dwg Nov 05, 2021 Emily Mackee
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1 ENTRY MONUMENT

196-011-003-22

NTS

2 UNIT NUMBER SIGN

NTS



Know what's below.
Call before you dig.

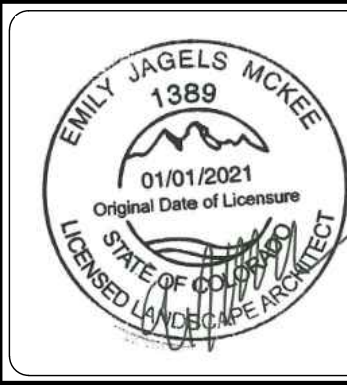
JOHNSTOWN VILLAGE

HARDSCAPE DETAILS

CONSTRUCTION DOCUMENTS

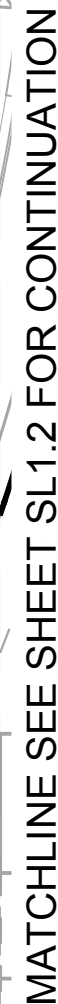
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PROJECT NO.		
DWG. NAME		

ASE No.: TBD



<u>SYMBOL</u>	<u>TYPE</u>	<u>QTY</u>	<u>MODEL NUMBER</u>	<u>MOUNTING HEIGHT</u>	<u>MOUNTING TYPE</u>	<u>NOTES</u>
○-○	T5-DUAL (2@180°)	15	CA13T4B-V53AP-5-68W-3K-120-R28-SM-MG	14'	POLE MOUNTED	DETAIL A ON SHEET SL 1.3

DESIGN CRITERIA

DRIVE AISLE

ILLUMINANCE (Fc)

MINIMUM = 0.2

MAX/MIN = 20:1

ROBIN ROAD

ILLUMINANCE (Fc)

MINIMUM = 0.22

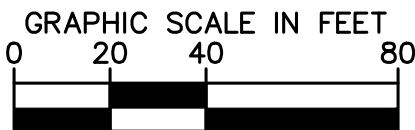
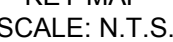
MAX/MIN = 17.6

WARBLER WAY

ILLUMINANCE (Fc)

MINIMUM = 0.28

MAX/MIN = 13.1



JOHNSTOWN VILLAGE PHOTOMETRIC SITE PLAN

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SCALE (V): N/A		
DATE:		
OCT 2021		
PROJECT NO.		SL1.
196011003		
DWG. NAME		
196011003 SL.dwg		of

C:\Users\danielle.mara\appdata\local\temp\196011003_S1.dwg Oct 06, 2021 Danielle.Mara
XREFS: x196011003_TB_CD o196011003_SD x196011003_LA x196011003_UT x196011003_VS Johnston Photometrics Color Points Johnston Photometrics Light Locations x196011003_BM - By Others x196011003_SL
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ZONING: PUD-R

CO HIGHWAY 60

MEADOWLARK DR

MATCHLINE SEE SHEET SL1.1 FOR CONTINUATION

ROBIN ROAD

RIGHT-OF-WAY (TYP.)

PROPERTY LINE

AGRICULTURE
UNINCORPORATED
WELD COUNTY

PARK

PHASE 1
SINGLE FAMILY
DETACHED
RESIDENTIAL

LIGHT FIXTURE SCHEDULE

SYMBOL	TYPE	QTY	MODEL NUMBER	MOUNTING HEIGHT	MOUNTING TYPE	NOTES
○-○	T5-DUAL (2@180°)	15	CA13T4B-VS3AP-5-68W-3K-120-R28-SM-MG	14'	POLE MOUNTED	DETAIL A ON SHEET SL1.3

DESIGN CRITERIA

DRIVE AISLE

ILLUMINANCE (Fc)

MINIMUM = 0.2

MAX/MIN = 20:1

ANSI/IES RP-8-18 DESIGN OF MAINTENANCE OF
ROADWAY AND PARKING FACILITY LIGHTING.
CHAPTER 17.4.3. TABLE 17-2 LOW PEDESTRIAN
ACTIVITY.

CALCULATION SUMMARY

ROBIN ROAD

ILLUMINANCE (Fc)

MINIMUM = 0.22

MAX/MIN = 17.6

WARBLER WAY

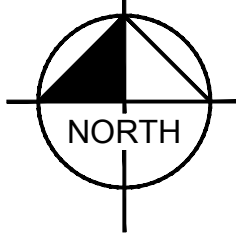
ILLUMINANCE (Fc)

MINIMUM = 0.28

MAX/MIN = 13.1



KEY MAP
SCALE: N.T.S.



GRAPHIC SCALE IN FEET
0 20 40 80



JOHNSTOWN VILLAGE
PHOTOMETRIC SITE PLAN

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PROJECT NO. 196011003		
DWG. NAME 196011003_SL.dwg		

Post Top CA13T4A / CA13T4B / CA13T4C / CA13T4D

Ordering Template

MODEL	LENS	DIST.	WATT	CCT	VOLT	REDUCER	OPTIONS	COLOR	TEXTURE	OP.FIN.
CA13T4A	VS3AR	2	34W	3K	120	NONE	NONE	BK	TX	MG
CA13T4B	VS3AP	3	50W	4K	208	R28	PT	DG	SM	
CA13T4C		3M	68W		240	R30	PTL	MA		
CA13T4D		4			277		PTDR	SP		
		4			347		PX	BZ		
		2HS			480		PROG	BG		
		3HS					SD	GM		
		3MHS						PG		
		4HS						WH		

*ONLY ONE OF THESE OPTION CAN BE CHOSEN

ORDERING CODE

CA13T4B	VS3AP	5	68W	3K	120	R28			SM	MG
---------	-------	---	-----	----	-----	-----	--	--	----	----

References

LENS

VS3AR GLOBE ACRYLIC RIBBED
VS3AP GLOBE ACRYLIC POND

DISTRIBUTION

HS INTERNAL HOUSE SHIELD
SEE PHOTOMETRIC PAGE FOR DETAILS

CCT

3K 3000K
4K 4000K

WATT

SEE PHOTOMETRIC PAGE FOR LUMEN OUTPUT

REDUCER

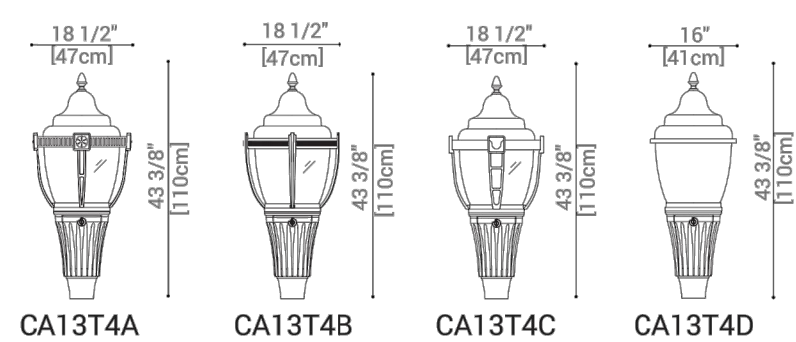
NONE FITS 4" O.D. X 3" LONG TENON
R28 REDUCER 4" O.D. TO 2 7/8" O.D. X 3" LONG TENON
R30 REDUCER 4" O.D. TO 3" O.D. X 3" LONG TENON

OPTIONS

NONE NONE
PT PHOTOCELL W/7-PIN RECEPTACLE (ANSI C136.41)
PTL LONG LIFE PHOTOCELL W/7-PIN RECEPTACLE (ANSI C136.41)
PTDR* 7-PIN RECEPTACLE (ANSI C136.41)
PX SHORTING CAP W/7-PIN RECEPTACLE (ANSI C136.41)
PROG* PROGRAMMABLE DRIVER
SD FIELD ADJUSTABLE 10% INCREMENT STEP-DIMMING SWITCH

*CONTACT FACTORY FOR WIRELESS APPLICATIONS AND FOR MORE DETAILS

Luminaire



REV. 4
© CYCLONE LIGHTING - CYL_MERIDIAN BROCHURE_0720

Photometry CA13T4

SOURCE: LED 4000K ±150K, 70 CRI minimum
WATERPROOF RATING: IP66 optical system
MAINTENANCE: Tool free utility series fitter
Data base on luminaire using VS3AR (Globe acrylic ribbed)

LED code definition:
2 - 34W - 4K

Color temperature
LED Wattage
Optical distribution



Prismatic globe (VS3R)

LED CODE	LUMEN OUTPUT	EFFICACY (LM/W)	WATTAGE LED	WATTAGE SYSTEM*	LED CURRENT (mA)	BUG RATING	HID EQUIVALENCY†
2-34W-4K	4071	107	34	38	350	B1-U3-G1	70W
3-34W-4K	4000	111	34	38	350	B1-U3-G1	70W
3M-34W-4K	4379	115	34	38	350	B2-U3-G3	70W
4-34W-4K	4341	114	34	38	350	B1-U3-G2	70W
5-34W-4K	4561	120	34	38	350	B3-U3-G2	70W
2-50W-4K	5714	99	50	58	530	B2-U3-G2	100W
3-50W-4K	5884	102	50	58	530	B2-U3-G2	100W
3M-50W-4K	6146	106	50	58	530	B2-U3-G3	100W
4-50W-4K	6093	105	50	58	530	B2-U3-G2	100W
5-50W-4K	6401	110	50	58	530	B3-U3-G2	100W
2-68W-4K	7142	90	68	79	700	B2-U3-G2	150W
3-68W-4K	7368	93	68	79	700	B2-U3-G2	150W
3M-68W-4K	7683	97	68	79	700	B3-U3-G3	150W
4-68W-4K	7616	96	68	79	700	B2-U3-G2	150W
5-68W-4K	8001	101	68	79	700	B3-U3-G3	150W

†IES-TM-21 Calculated L70 is over 363 000 hours.

IES-TM-21 Reported more than 54 000 hours.

*System wattage includes the LED and the driver.

†Equivalency should always be verified by photometric layout.

*4000K used for testing, 3000K photometrics is available on website.

Note: Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Cyclone Lighting. Cyclone Lighting reserves the right to substitute materials or change the manufacturing process of its products without prior notification. See the latest results and updates on our website at www.cyclonelighting.com



REV. 4
© CYCLONE LIGHTING - CYL_MERIDIAN BROCHURE_0720



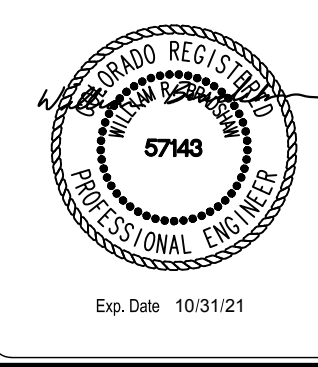
A DRIVE AISLE POST TOP FIXTURE CUTSHEETS SCALE: N/A



JOHNSTOWN VILLAGE PHOTOMETRIC DETAILS

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DATE: OCT 2021		SHEET NO.
PROJECT NO. 196011003		SL1.3
DWG. NAME 196011003_SL.dwg		of 8



RIGHT ELEVATION
ELEVATION B - BUILDING D 3/16" = 1'-0"



FRONT ELEVATION
ELEVATION B - BUILDING D 3/16" = 1'-0"

6 PLEX - ELEV B - BUILDING FOOTPRINT D \ JOHNSTOWN VILLAGE \ JOHNSTOWN, CO

6-8-2021



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LEFT ELEVATION

ELEVATION B - BUILDING D 3/16" = 1'-0"



REAR ELEVATION

ELEVATION B - BUILDING D 3/16" = 1'-0"

6 PLEX - ELEV B - BUILDING FOOTPRINT D \ JOHNSTOWN VILLAGE \ JOHNSTOWN, CO

6-9-2021



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UNIT 3

RIGHT ELEVATION
ELEVATION A - BUILDING C 3/16" = 1'-0"



UNIT 4

UNIT 1

UNIT 2

UNIT 3

FRONT ELEVATION
ELEVATION A - BUILDING C 3/16" = 1'-0"

4 PLEX - ELEV A - BUILDING FOOTPRINT C \ JOHNSTOWN VILLAGE \ JOHNSTOWN, CO

6-8-2021



UNIT 4

LEFT ELEVATION

ELEVATION A - BUILDING C 3/16" = 1'-0"



UNIT 3

UNIT 1

UNIT 1

UNIT 4

REAR ELEVATION

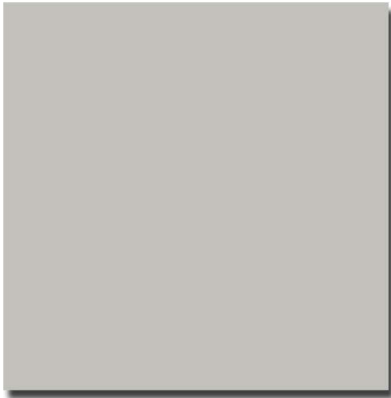
ELEVATION A - BUILDING C 3/16" = 1'-0"

4 PLEX - ELEV A - BUILDING FOOTPRINT C \ JOHNSTOWN VILLAGE \ JOHNSTOWN, CO

6-8-2021

Color Scheme 1

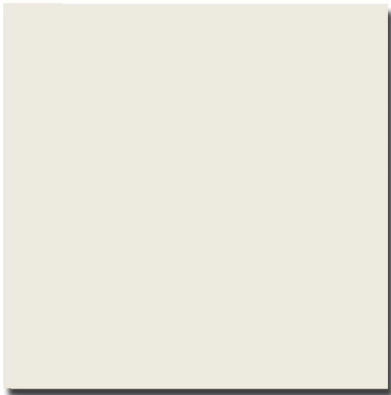
Item #12.



Main Body
Light French Gray (SW 0055)
Mfg: Sherwin Williams



Accent Body
Granite Peak (SW 6250)
Mfg: Sherwin Williams



Trim
Alabaster (SW 7008)
Mfg: Sherwin Williams



Front Door
Hopsack (SW 6109)
Mfg: Sherwin Williams



Stone
TundraBrick - Ashland
Mfg: Eldorado Stone



Asphalt Shingles
Heritage Premium-Rustic Black
Mfg: Tamko

Color Scheme 2

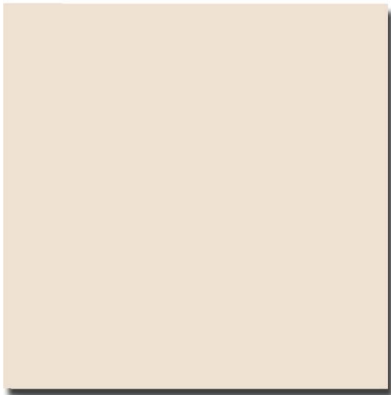
Item #12.



Main Body -
Sawdust (SW 6158)
Mfg: Sherwin Williams



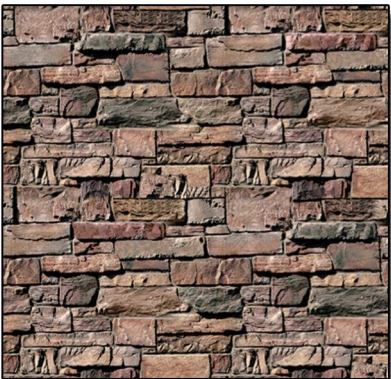
Accent Body -
Roycroft Bronze Green (SW 2846)
Mfg: Sherwin Williams



Trim -
Alluring White (SW 6343)
Mfg: Sherwin Williams



Front Door -
Aurora Brown (SW 2837)
Mfg: Sherwin Williams



Stone
Old Country Ledge - Chablis
Mfg: Coronado Stone



Asphalt Shingles
Heritage Premium - Mountain Slate
Mfg: Tamko



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of Preliminary/Final Subdivision Plat and Preliminary/Final Development Plan of Johnstown Village, Filing 3 (Johnstown Village Filing 1 – Tracts M & N)
DESCRIPTION:	Proposed Subdivision and Development Plan for 132 single family attached dwelling units on 12.982 acres
LOCATION:	South of State Highway 60 and East of Colorado Blvd.
APPLICANT:	Tracye Herrington, LGI Homes, Inc.
STAFF:	Kristin Cote, Planner I
HEARING DATE:	November 17, 2021

ATTACHMENTS

1. Vicinity Map
2. Application
3. Preliminary/Final Plat
4. Preliminary/Final Development Plan
5. Johnstown Village PUD Overall Plan

PROJECT OVERVIEW

The Applicant is requesting consideration of a Preliminary/Final Subdivision Plat and Preliminary/Final Development Plan for Johnstown Village Filing 3 (Tracts M & N) encompassing 12.982 acres in the Johnstown Village PUD. Of this acreage, 5.008 acres (35.58% - 12 DU's per acre) of the land will consist of the dwelling units and 6.436 acres (49.57%) of the land will be tracts which will include the alleys and open space.

This subdivision will be located on Tracts M & N and is part of an existing PUD, Johnstown Village, currently being constructed as the "Mallard Ridge" neighborhood. Proposed is a single-family attached townhome community that feels open and accessible to the neighboring parcels with rear alley loaded single family attached homes that will face the surrounding perimeter streets. Meadowlark Drive will act as the central access road into the community that will connect from State Highway 60 to the north to Colorado Blvd to the east. Open space and sidewalk connectivity will allow residents to easily reach the front of the units.

The Community That Cares

johnstown.colorado.gov

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

To the west of this property, 1.3 acres of land in Tract O is proposed to be dedicated to the Town to allow for a future park to serve this area and the surrounding Mallard Ridge (Johnstown Village) single family and future commercial developments. All landscaping will follow the planting list and general presentation in the existing PUD guidelines so as to blend in seamlessly with the parcels to the south.

This proposal includes the construction of two (2) local streets, totaling 1.538 acres (11.85%) of the overall land for this subdivision. These roads will be dedicated to the Town as public rights-of-way.

The applicant has indicated that each home will be equipped with a fire sprinkler system that is provided with water supply from each home's domestic water service lines. This is a requirement of fire district approval for this project, based on access limitations within the development.

Zoning: PUD-R Johnstown Village PUD

ADJACENT ZONING & LAND USE

North	PUD-R – Podtburg Village (The Landings)
East	A – Undeveloped Weld County
South	PUD-R – Johnstown Village Filing 1 (Mallard Ridge Single Family Residential)
West	PUD-B – Johnstown Village Filing 1 (Undeveloped/future commercial)

PROPERTY LAND USE HISTORY

This property was annexed into the Town with the Massey Farms 141 Annexation in 2006, ordinance number 2006-773, and has historically been agricultural use in Weld County. The Johnstown Village PUD Final Development Plan and Final Plat were approved in 2019 and created the Tracts for this development. (Attachment 5)

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, October 28, 2021. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. No public comments have been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

Comprehensive Plan Review

GOAL CF 1. New development achieves the community's goals and is consistent with the Town's vision.

- Staff believes this subdivision accomplishes this goal, allowing for a contiguous, and more compact pattern of growth, as well as a mix of uses to create more complete neighborhoods.
- Staff also appreciates the alley-loaded multi-family homes that provide a "front door" view to the surrounding streetscape.

GOAL NH-1: A diversity of housing types to support the housing needs of a diverse population – Housing diversity distribution.

- Attached single-family homes are proposed for Johnstown Village Filing 3, introducing an alternative housing type to the standard detached single-family homes being built in Filing 1 –

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Mallard Ridge. This style of homes helps to contribute to more affordable housing that can serve a wider range of lifestyles and needs.

GOAL MC 2. An adequate, efficient, safe and comprehensive transportation system integrating all modes of transportation.

- Pedestrian and vehicular connections are provided into the adjacent neighborhoods to create a sense of community and to not separate this neighborhood from the existing residents to the west and north and future residents to the east and south.

The proposal includes providing 25 clusters of townhomes, for a total of 132 units – all alley-served with 2-car garages. Guest parking is not required by code, but is accommodated through on-street parking and several clusters of guest parking spaces on the site. This property does have significant grade changes from the north to south, which presented some design challenges throughout the site. This grade made it impossible for the eastern tract to provide a street loop, connecting into the neighborhood to the south. The loop is completed, instead, by connecting private alleys/drives.

One significant repercussion of this grading is also the inability of the Applicant to provide the required park area within the site, necessitating an alternative. The Applicant has chosen to pursue a cash-in-lieu for that park area dedication, required by code, which will be due prior to recordation of the plat. The Town is considering this option, given the unique situation with smaller tracts, and substantial grade that effectively precluded that park land integration without large retaining walls and other accommodations that were deemed undesirable.

Overall, the project meets Town codes and standards, and Staff has no outstanding concerns and believes this subdivision will promote the Town's goals of efficient development patterns and extension of infrastructure, and meets the intent of a mix of housing for the overall Johnstown Village PUD.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings

It is recommended that the Planning and Zoning Commission send a recommendation for Approval to Town Council that the requested subdivision of Johnstown Village Filing 3 (Tracts M & N) 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.

Recommended Motion

Based on the application received, associated submittal materials, evidence provided at this hearing, and the preceding analysis, the Planning & Zoning Commission finds that the request for the preliminary/final subdivision plat and development plan for Johnstown Village Filing 3 (Tracts M & N) furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards

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and regulations, and therefore moves to recommend to the Town Council Approval with Conditions of the Johnstown Village, Filing 3 (Tracts M & N) based upon the findings as stated above. Conditions include:

1. Payment of cash-in-lieu, to satisfy JMC Sec 17-51, related to required dedication of park land to the Town, prior to recordation of Final Plat.
2. Compliance with all provisions and requirements as stated in the development agreement for this subdivision.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of the Johnstown Village, Filing 3 (Tract M & N) Preliminary/Final Plat and Preliminary/Final Development Plan based upon the following findings..."

Respectfully Submitted:



Kristin Cote, Planner I

Reviewed by:



Kim Meyer, Planning and Development Director

Suzanne M Powell

November 30, 2021

Planning & Zoning Committee
Town of Johnstown

Re: Dec. 1, 2021
Planning & Zoning Committee
Meeting ID: 876 0747 4769

I have a few questions regarding the subdivisions that are seeking approval.

Johnstown Village Filing

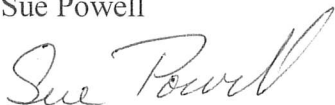
1. Why does Johnstown want another subdivision of minimum sq. ft. lots?
2. Is this an addition to the Mallard Ridge subdivision?
3. It is not clear where the multi-family plots are.
4. The design for the multi-family units is far from attractive.
Right Elevation – one window with a long Stone fascia.
Elevation B – only 1 door?
Left Elevation – just as unattractive as Right Elevation
Front Elevation – has no doors!
5. Will there be a Municipal District?
6. The Subdivision adds way too much traffic to an overloaded intersection at Hwy 60/Colorado Blvd. I will feel like I am in Aurora.
7. Is it possible to insist on a variety of lot sizes? In other words, do we have to allow a subdivision that is unattractive and overcrowded?

I will make every effort to attend the meeting.

My major concern is the number of subdivisions that want to pack in housing units to make money. I don't think Johnstown wants to be a "Levittown, NJ". We should have subdivisions that reflect the personality of Johnstown and continue to make this a quality area to live in.

Thank you for serving our community.

Sue Powell



*406 Estate Drive, Johnstown, CO 80534
719-980-0702*



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Public Hearing First Reading Ordinance 2021-219. An Ordinance Approving the Loan Agreement Between the Town of Johnstown and the Johnstown House Authority.

ACTION PROPOSED: Consider First Reading of Ordinance 2021-219

ATTACHMENTS:

1. Ordinance 2021-219
2. Loan Agreement Between the Town of Johnstown and Housing Authority of the Town of Johnstown
3. Exhibit A – Legal Description
4. Exhibit B - Promissory Note
5. Exhibit C – Amortization Schedule
6. Exhibit D - Deed of Trust

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an ordinance and proposed loan agreement between the Town of Johnstown and the Johnstown Housing Authority. The Housing Authority desires to move forward in receiving a loan from the Town in working towards paying off the debt of the existing loan with the USDA. In general, the terms of the loan include the following:

- 2.75% interest rate
- Total loan amount of \$312,000
- 20-year loan term

Based on the structure of this loan, funds will be deposited to an escrow account while the Housing Authority continues to move forward to payoff the loan with the USDA. During that time, interest will accrue. A preliminary amortization schedule based on a February 2022 first payment target date is enclosed. This amortization schedule may be adjusted based on when the actual first payment is submitted to the Town. Payments will be made on a monthly basis.

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LEGAL ADVICE: Ordinance 2021-219 and associated documents were drafted by the Town Attorney in consultation with Staff.

FINANCIAL ADVICE: Funds were allocated in FY 2021, but a budget amendment may be necessary in FY 2022 based on when the disbursement of funds occurs.

RECOMMENDED ACTION: Approve Ordinance 2021-219 upon first reading.

SUGGESTED MOTIONS:

For Approval

I move we approve Ordinance 2021-219 Approving the Loan Agreement Between the Town of Johnstown and the Johnstown House Authority.

For Denial

I move we deny Ordinance 2021-219 Approving the Loan Agreement Between the Town of Johnstown and the Johnstown House Authority.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-219**

**AN ORDINANCE APPROVING THE LOAN AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN AND THE HOUSING AUTHORITY OF
THE TOWN OF JOHNSTOWN**

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

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

WHEREAS, on or about February 1, 1982, the Town adopted the Resolution Declaring the Need for a Housing Authority to Function in the Town of Johnstown pursuant to the Housing Authorities Law, Section 29-4-201 *et seq.*, C.R.S., and thus established the Housing Authority; and

WHEREAS, the Housing Authority is the owner of that certain real property located at 202 N. Greeley Avenue, Town of Johnstown, County of Weld, State of Colorado (“Property”); and

WHEREAS, the Housing Authority operates and manages a senior housing apartment project on the Property, known as the Columbine Complex; and

WHEREAS, on or about September 28, 1982, to acquire funding to construct the Columbine Complex, the Housing Authority obtained a 50-year loan from the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (“USDA”), pursuant to Section 515 of the Housing Act of 1949, in the amount of \$775,000.00 (“FHA Loan”); and

WHEREAS, the FHA Loan is secured by that certain Deed of Trust dated December 15, 1982, recorded on the same date in the real property records of the County of Weld, State of Colorado, at Reception No. 01911538; and

WHEREAS, the Housing Authority seeks to refinance the FHA Loan and has requested a twenty (20) year loan from the Town in the amount Three Hundred Twelve Thousand Dollars (\$312,000.00) with an interest rate commensurate with the current market rates to repay the FHA Loan; and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 *et seq.*, C.R.S., political subdivisions of the State of Colorado may cooperate and contract to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, pursuant to the Town of Johnstown Home Rule Charter (“Charter”) and Section 29-4-104, C.R.S., the Town has an interest in affordable senior housing in the Town and has the power and authority to do lawful acts in furtherance of such objective; and

WHEREAS, pursuant to Section 24-75-601.1(3), C.R.S., the Town is authorized to invest public funds in any security or other investment permitted by the Charter or an ordinance of the Town; and

WHEREAS, for the reasons set forth herein and to further the availability of affordable senior housing in the Town and accommodate the Housing Authority's request, the Town Council desires to provide a loan to the Housing Authority in order that the Housing Authority may repay the FHA Loan, upon the terms and conditions of the Loan Agreement, attached hereto and incorporated herein by reference as Exhibit A ("Loan Agreement"); and

WHEREAS, the Town Council finds that providing a loan, as described herein, to the Housing Authority is in the best interests of the Town.

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

Section 1. The Town Council hereby approves the Loan Agreement and, after the effective date of this Ordinance, authorizes the Mayor to sign the Loan Agreement in substantially the same form as attached hereto and to sign related documentation, if any, to effectuate the purpose of this Ordinance.

Section 2. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

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

**LOAN AGREEMENT BETWEEN TOWN OF JOHNSTOWN AND
HOUSING AUTHORITY OF THE TOWN OF JOHNSTOWN**

THIS LOAN AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 202__ ("Effective Date"), by and between the TOWN OF JOHNSTOWN, a home rule municipal corporation of the State of Colorado ("Town"), and the HOUSING AUTHORITY OF THE TOWN OF JOHNSTOWN, COLORADO, a non-profit corporation duly existing under the Housing Authorities Law of the State of Colorado ("Housing Authority"), collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, on or about February 1, 1982, the Town adopted the Resolution Declaring the Need for a Housing Authority to Function in the Town of Johnstown pursuant to the Housing Authorities Law, Section 29-4-201 *et seq.*, C.R.S. ("Housing Authorities Law"), and thus established the Housing Authority; and

WHEREAS, the Housing Authority is the owner of that certain real property located at 202 N. Greeley Avenue, Town of Johnstown, County of Weld, State of Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Housing Authority operates and manages a senior housing apartment project on the Property, known as the Columbine Complex; and

WHEREAS, on or about September 28, 1982, to acquire funding to construct the Columbine Complex, the Housing Authority obtained a 50-year loan from the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture ("USDA"), pursuant to Section 515 of the Housing Act of 1949, in the amount of \$775,000.00 ("FHA Loan"); and

WHEREAS, the FHA Loan is secured by that certain Deed of Trust dated December 15, 1982, recorded on the same date in the real property records of the County of Weld, State of Colorado, at Reception No. 01911538; and

WHEREAS, the Housing Authority seeks to refinance the FHA Loan and has requested a loan from the Town with an interest rate commensurate with the current market rates to repay the FHA Loan, and the Town desires to provide such a loan on the terms and conditions set forth in this Agreement; and

WHEREAS, the Housing Authority recognizes that, by repaying the FHA Loan, the Housing Authority may be compromising its ability to obtain housing vouchers from the state or federal government and may be precluded from seeking additional funding from the USDA in the future for development of property for affordable and attainable housing for persons in need of such subsidized housing; and

WHEREAS, despite the foregoing, the Housing Authority commits to provide affordable housing to senior citizens in the Town based on a percentage of income as further described in the Housing Authorities Law; and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 *et seq.*, C.R.S., political subdivisions of the State of Colorado may cooperate and contract to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, pursuant to the Town of Johnstown Home Rule Charter (“Charter”) and Section 29-4-104, C.R.S., the Town has an interest in affordable senior housing in the Town and has the power and authority to do lawful acts in furtherance of such objective; and

WHEREAS, pursuant to Section 24-75-601.1(3), C.R.S., the Town is authorized to invest public funds in any security or other investment permitted by the Charter or an ordinance of the Town; and

WHEREAS, by Ordinance No. 2021-219, the Town Council found that a loan to the Housing Authority is in the best interest of the Town and authorized the use of public funds to provide a loan to the Housing Authority; and

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

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

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

2. **Town Loan.** Based on the terms and conditions set forth herein, the Town hereby approves a twenty (20) year loan from the Town of Johnstown General Fund to the Housing Authority in the amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) (“Town Loan”). The Town Loan shall accrue interest in the amount of two and seventy-five hundredths percent (2.75%) per annum. Upon disbursement of the funds to the Housing Authority, the Housing Authority shall make monthly payments to the Town as set forth in the Promissory Note (defined below).

3. **Promissory Note and Deed of Trust.**

a. Promissory Note. The Town Loan shall be evidenced and shall be in accordance with the terms and conditions of a promissory note in substantially the same form that is attached hereto and incorporated herein by reference as Exhibit B (“Promissory Note”). A sample amortization schedule showing the Housing Authority’s repayment obligations to the Town pursuant to the Promissory Note is attached hereto and incorporated herein by reference as Exhibit C.

b. Deed of Trust. As security for the Town Loan, the Housing Authority shall execute a deed of trust in substantially the same form that is attached hereto and incorporated herein by reference as Exhibit D (“Deed of Trust”), granting to the Public Trustee of the County of Weld, State of Colorado, in trust, the power of sale of the Property to satisfy the repayment of the indebtedness evidenced by the Promissory Note and the performance of the covenants and agreements contained in the Deed of Trust.

c. Escrow Account. On or before February 28, 2022, the Town shall place Three Hundred Twelve Thousand Dollars (\$312,000.00), the amount of the Town Loan, into an escrow account for disbursement to the Housing Authority as set forth below (“Escrow Account”). If the Housing Authority has not executed the Promissory Note and Deed of Trust by December 31, 2022, the funds in the Escrow Account shall revert back to the Town and this Agreement shall be null and void. The Town shall be entitled to all interest that accrues while the funds are in the Escrow Account.

d. Execution of Promissory Note and Deed of Trust. Upon written notice from the Housing Authority to the Town, the Parties shall finalize the Promissory Note and Deed of Trust to evidence, among other matters, the repayment schedule. Upon the execution of the Promissory Note and Deed of Trust, the Town shall disburse the funding for the Town Loan from the Escrow Account to the Housing Authority and shall record the Deed of Trust with the Weld County Clerk and Recorder.

4. **Housing Authority’s Covenants and Commitments.** As material conditions of this Agreement and the Town Loan, during the term of the Town Loan and until the Town Loan is paid in full, the Housing Authority promises, covenants and agrees as follows:

- a. The Housing Authority shall be and remain a “housing authority” as defined in Section 29-4-203, C.R.S., as amended from time to time;
- b. The Housing Authority shall comply with all provisions of the Housing Authorities Law, as amended from time to time. Among the other provisions of the Housing Authorities Law, the Housing Authority shall rent or lease dwelling accommodations and select tenants in a manner consistent and in compliance with Section 29-4-210, C.R.S.;
- c. The Housing Authority shall comply with the provisions of all applicable federal and state laws prohibiting discrimination in housing on the basis of race, color, religion, creed, gender, sexual orientation, national origin, handicap or familial status, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d *et seq.*), the Fair Housing Act of 1968, as amended (42 U.S.C. 3601 *et seq.*; 24 CFR 100 *et seq.*), Executive Order 11063, and all requirements of the Secretary of Housing and Urban Development implementing these authorities, including, but not limited to, 24 CFR Parts 1, 100, 107 and 110 and Subparts I and M of Part 20; and

- d. The Housing Authority shall maintain the Property and the Columbine Complex in good repair and condition and shall operate and maintain the dwelling accommodations and facilities in the Columbine Complex in a manner that provides decent, safe and sanitary housing and includes the provision of all services, maintenance and utilities. The Housing Authority shall comply with the lead-based paint regulations contained in 24 CFR Part 35, as amended.

5. **Records and Inspection.** During the term of the Town Loan, the Housing Authority shall keep copies of all records and documents affecting the status of the corporation as a housing authority and evidencing the financial position of the Housing Authority. The Housing Authority shall maintain the books, records and documents relating to the financial condition of the Columbine Complex in accordance with Generally Accepted Accounting Principals. During the term of the Town Loan, the Housing Authority shall keep copies of all records and documents regarding the tenants and potential tenants of the Columbine Complex, including but not limited to, the applications, leases and financial certifications of the tenants residing in, or requesting residence in, the Columbine Complex on the date of this Agreement and on any date subsequent hereto. The Town may, at its discretion and at all reasonable times, inspect and examine the records and documents referenced herein for the purpose of ascertaining compliance with this Agreement.

6. **Annual Report.** On or before March 1 of each calendar year, the Housing Authority shall provide a report to the Town regarding the financial condition of the Housing Authority, the physical condition of the Columbine Complex and the status of the rental of the dwelling units. The annual report shall contain a certification the Housing Authority is in compliance with this Agreement and with the Housing Authorities Law and that the tenants residing in the Columbine Complex are financially eligible seniors.

7. **Transfer or Conveyance of Property.** The Housing Authority shall not transfer or convey any of the Property without the written approval of the Town Council. Unless otherwise agreed by the Town Council by resolution or ordinance, upon a transfer or conveyance of any of the Property, the Housing Authority shall pay to the Town the full amount of the unpaid principal and interest that remains due and owing on the Town Loan.

8. **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 THE HOUSING AUTHORITY:
Housing Authority of the Town of Johnstown
Attn: Chairperson
202 N. Greeley Avenue
Johnstown, CO 80534

TO THE TOWN:
Town of Johnstown
Attn: Town Manager
450 S. Parish Ave.
Johnstown, CO 80534
mlecerf@townofjohnstown.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via electronic mail delivery and shall be effective upon confirmation of receipt of the electronic mail.

9. **Injunctive Relief.** If the Town determines that the Housing Authority has violated the promises, covenants and commitments contained in this Agreement, the Town shall notify the Housing Authority of its determination and provide the Housing Authority with thirty (30) days to cure such violation, or such longer period as the Town may, in writing, agree to provide. If the Housing Authority does not cure the violation within the allotted time, in addition to all other legal remedies available to the Town, including but not limited to the remedies provided in the Promissory Note and the Deed of Trust, the Town may pursue an action for specific performance, injunctive relief or any other equitable remedy because the Town's injury arising from a breach of this Agreement would be irreparable and damage would be difficult to ascertain.

10. **Amendment or Modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the Parties hereto.

11. **Waiver.** The waiver of any breach of any of the provisions of this Agreement by the Town shall not constitute a continuing waiver of any subsequent breach by the Housing Authority concerning either the same or any other provision of this Agreement.

12. **Assignment.** This Agreement shall not be assigned without the prior written consent of the Town Council.

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

14. **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.

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

16. **Housing Authority Authorization.** The Housing Authority states and affirms that: (i) it has taken all the requisite action to repay the FHA Loan and (ii) it has taken all the requisite action to authorize and execute this Agreement and that the terms contained herein are, and shall remain during the term of the Town Loan, binding obligations of the Housing Authority. The person executing this Agreement for the Housing Authority represents and warrants that he or she has been duly authorized to execute this Agreement by the Housing Authority and has the authority to bind the Housing Authority to the terms and conditions hereof.

17. **Cost Reimbursement to the Town.** The Housing Authority agrees to pay the Town's costs and expenses, including attorney's fees, incurred with respect to, arising out of, or related in any way and any time to this Agreement and the Town Loan. The Town shall invoice the Housing Authority for the costs and expenses and the Housing Authority shall pay such invoice within thirty (30) days.

18. **Additional Documents or Action.** The Parties agree to execute any additional documents and take any additional action reasonably necessary to carry out the terms of this Agreement.

19. **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.

20. **Effective Date.** This Agreement shall be effective on the Effective Date.

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

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

ATTEST:

HOUSING AUTHORITY OF TOWN OF
JOHNSTOWN

By: _____
_____, Secretary

By: _____
_____, Chairperson

STATE OF COLORADO)
) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021, by
_____ as the _____ of Housing Authority of the Town of
Johnstown.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PARCEL NUMBER: 105905300010

JOH 21437-A PT NE4SW4 5 4 67 (GREGG 1ST ANNEX) BEG SE COR NE4SW4 N89D10'W 800' N0D02'W
180' S89D10'E 800' S0D02'E 180' TO POB EXC UPRR RES

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(NTD81-10-06) (Mandatory 1-07)

**IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED
BEFORE SIGNING.**

PROMISSORY NOTE

U.S. \$ 312,000.00 Town of Johnstown,
Colorado

Date: _____

1. FOR VALUE RECEIVED, the undersigned (Borrower) promise(s) to pay
Town of Johnstown, a municipal corporation (Note Holder) or order, the principal sum of
Three Hundred Twelve Thousand Dollars, with interest on the unpaid principal
balance from _____, until paid, at the rate of 2.75 percent per annum. Principal and interest shall be
payable at Town of Johnstown, 450 S. Parish Avenue, Johnstown, CO 80534, or such other place as Note Holder may designate, in
240 payments of One Thousand Six Hundred Ninety-Three and 73/100 Dollars (U.S. \$ 1,693.73), due on
the 1st day of each month, beginning _____. Such payments shall continue until the entire
indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount
outstanding and accrued interest thereon, shall be due and payable on _____.

2. Borrower shall pay to Note Holder a late charge of 5 % of any payment not received by Note Holder within 10
days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the
payment of accrued interest at the default rate specified below, if any, third to accrued interest first specified above, and the
balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note
occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option
of Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of 5 percent per annum from the date
of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not
limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty
except
N/A

Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any
subsequent payments or change the amount of such payments.

6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and
protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This
Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their
successors and assigns.

7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to Borrower or (b) by mailing such notice by first class U. S. mail, addressed to Borrower at Borrower's address stated below, or to such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first class U.S. mail, to Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated _____, and until released said Deed of Trust contains additional rights of Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust grants rights in the following legally described property located in the _____ County of Weld, State of Colorado:
JOH 21437-A PT NE4SW4 5 4 67 (GREGG 1ST ANNEX) BEG SE COR NE4SW4 N89D10'W 800' N0D02'W 180' S89D10'E 800' S0D02'E 180' TO POB EXC UPRR RES

known as No. 202 N. Greeley Avenue Johnstown CO 80534 (Property Address).
Street Address City State Zip

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

IF BORROWER IS NATURAL PERSON(S):

doing business as _____

IF BORROWER IS CORPORATION:

ATTEST: Housing Authority of the Town of Johnstown
Name of Corporation
By _____
Secretary President

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership
By _____
General Partner

Borrower's address: 202 N. Greeley Avenue, Johnstown, CO 80534

KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED TO THE PUBLIC TRUSTEE IN ORDER TO RELEASE A DEED OF TRUST SECURING THIS NOTE.

Compounding Period: Monthly

Nominal Annual Rate: 2.750%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/15/2021	312,000.00	1		
2	Payment	02/01/2022	1,693.73	240	Monthly	01/01/2042

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/15/2021				312,000.00
2021 Totals		0.00	0.00	0.00	
1	02/01/2022	1,693.73	1,115.53	578.20	311,421.80
2	03/01/2022	1,693.73	713.67	980.06	310,441.74
3	04/01/2022	1,693.73	711.43	982.30	309,459.44
4	05/01/2022	1,693.73	709.18	984.55	308,474.89
5	06/01/2022	1,693.73	706.92	986.81	307,488.08
6	07/01/2022	1,693.73	704.66	989.07	306,499.01
7	08/01/2022	1,693.73	702.39	991.34	305,507.67
8	09/01/2022	1,693.73	700.12	993.61	304,514.06
9	10/01/2022	1,693.73	697.84	995.89	303,518.17
10	11/01/2022	1,693.73	695.56	998.17	302,520.00
11	12/01/2022	1,693.73	693.28	1,000.45	301,519.55
2022 Totals		18,631.03	8,150.58	10,480.45	
12	01/01/2023	1,693.73	690.98	1,002.75	300,516.80
13	02/01/2023	1,693.73	688.68	1,005.05	299,511.75
14	03/01/2023	1,693.73	686.38	1,007.35	298,504.40
15	04/01/2023	1,693.73	684.07	1,009.66	297,494.74
16	05/01/2023	1,693.73	681.76	1,011.97	296,482.77
17	06/01/2023	1,693.73	679.44	1,014.29	295,468.48
18	07/01/2023	1,693.73	677.12	1,016.61	294,451.87
19	08/01/2023	1,693.73	674.79	1,018.94	293,432.93
20	09/01/2023	1,693.73	672.45	1,021.28	292,411.65
21	10/01/2023	1,693.73	670.11	1,023.62	291,388.03
22	11/01/2023	1,693.73	667.76	1,025.97	290,362.06
23	12/01/2023	1,693.73	665.41	1,028.32	289,333.74
2023 Totals		20,324.76	8,138.95	12,185.81	
24	01/01/2024	1,693.73	663.06	1,030.67	288,303.07
25	02/01/2024	1,693.73	660.69	1,033.04	287,270.03

	Date	Payment	Interest	Principal	Balance
26	03/01/2024	1,693.73	658.33	1,035.40	286,234.63
27	04/01/2024	1,693.73	655.95	1,037.78	285,196.85
28	05/01/2024	1,693.73	653.58	1,040.15	284,156.70
29	06/01/2024	1,693.73	651.19	1,042.54	283,114.16
30	07/01/2024	1,693.73	648.80	1,044.93	282,069.23
31	08/01/2024	1,693.73	646.41	1,047.32	281,021.91
32	09/01/2024	1,693.73	644.01	1,049.72	279,972.19
33	10/01/2024	1,693.73	641.60	1,052.13	278,920.06
34	11/01/2024	1,693.73	639.19	1,054.54	277,865.52
35	12/01/2024	1,693.73	636.78	1,056.95	276,808.57
2024 Totals		20,324.76	7,799.59	12,525.17	
36	01/01/2025	1,693.73	634.35	1,059.38	275,749.19
37	02/01/2025	1,693.73	631.93	1,061.80	274,687.39
38	03/01/2025	1,693.73	629.49	1,064.24	273,623.15
39	04/01/2025	1,693.73	627.05	1,066.68	272,556.47
40	05/01/2025	1,693.73	624.61	1,069.12	271,487.35
41	06/01/2025	1,693.73	622.16	1,071.57	270,415.78
42	07/01/2025	1,693.73	619.70	1,074.03	269,341.75
43	08/01/2025	1,693.73	617.24	1,076.49	268,265.26
44	09/01/2025	1,693.73	614.77	1,078.96	267,186.30
45	10/01/2025	1,693.73	612.30	1,081.43	266,104.87
46	11/01/2025	1,693.73	609.82	1,083.91	265,020.96
47	12/01/2025	1,693.73	607.34	1,086.39	263,934.57
2025 Totals		20,324.76	7,450.76	12,874.00	
48	01/01/2026	1,693.73	604.85	1,088.88	262,845.69
49	02/01/2026	1,693.73	602.35	1,091.38	261,754.31
50	03/01/2026	1,693.73	599.85	1,093.88	260,660.43
51	04/01/2026	1,693.73	597.35	1,096.38	259,564.05
52	05/01/2026	1,693.73	594.83	1,098.90	258,465.15
53	06/01/2026	1,693.73	592.32	1,101.41	257,363.74
54	07/01/2026	1,693.73	589.79	1,103.94	256,259.80
55	08/01/2026	1,693.73	587.26	1,106.47	255,153.33
56	09/01/2026	1,693.73	584.73	1,109.00	254,044.33
57	10/01/2026	1,693.73	582.18	1,111.55	252,932.78
58	11/01/2026	1,693.73	579.64	1,114.09	251,818.69
59	12/01/2026	1,693.73	577.08	1,116.65	250,702.04
2026 Totals		20,324.76	7,092.23	13,232.53	
60	01/01/2027	1,693.73	574.53	1,119.20	249,582.84
61	02/01/2027	1,693.73	571.96	1,121.77	248,461.07
62	03/01/2027	1,693.73	569.39	1,124.34	247,336.73
63	04/01/2027	1,693.73	566.81	1,126.92	246,209.81
64	05/01/2027	1,693.73	564.23	1,129.50	245,080.31
65	06/01/2027	1,693.73	561.64	1,132.09	243,948.22

	Date	Payment	Interest	Principal	Balance
66	07/01/2027	1,693.73	559.05	1,134.68	242,813.54
67	08/01/2027	1,693.73	556.45	1,137.28	241,676.26
68	09/01/2027	1,693.73	553.84	1,139.89	240,536.37
69	10/01/2027	1,693.73	551.23	1,142.50	239,393.87
70	11/01/2027	1,693.73	548.61	1,145.12	238,248.75
71	12/01/2027	1,693.73	545.99	1,147.74	237,101.01
2027 Totals		20,324.76	6,723.73	13,601.03	
72	01/01/2028	1,693.73	543.36	1,150.37	235,950.64
73	02/01/2028	1,693.73	540.72	1,153.01	234,797.63
74	03/01/2028	1,693.73	538.08	1,155.65	233,641.98
75	04/01/2028	1,693.73	535.43	1,158.30	232,483.68
76	05/01/2028	1,693.73	532.78	1,160.95	231,322.73
77	06/01/2028	1,693.73	530.11	1,163.62	230,159.11
78	07/01/2028	1,693.73	527.45	1,166.28	228,992.83
79	08/01/2028	1,693.73	524.78	1,168.95	227,823.88
80	09/01/2028	1,693.73	522.10	1,171.63	226,652.25
81	10/01/2028	1,693.73	519.41	1,174.32	225,477.93
82	11/01/2028	1,693.73	516.72	1,177.01	224,300.92
83	12/01/2028	1,693.73	514.02	1,179.71	223,121.21
2028 Totals		20,324.76	6,344.96	13,979.80	
84	01/01/2029	1,693.73	511.32	1,182.41	221,938.80
85	02/01/2029	1,693.73	508.61	1,185.12	220,753.68
86	03/01/2029	1,693.73	505.89	1,187.84	219,565.84
87	04/01/2029	1,693.73	503.17	1,190.56	218,375.28
88	05/01/2029	1,693.73	500.44	1,193.29	217,181.99
89	06/01/2029	1,693.73	497.71	1,196.02	215,985.97
90	07/01/2029	1,693.73	494.97	1,198.76	214,787.21
91	08/01/2029	1,693.73	492.22	1,201.51	213,585.70
92	09/01/2029	1,693.73	489.47	1,204.26	212,381.44
93	10/01/2029	1,693.73	486.71	1,207.02	211,174.42
94	11/01/2029	1,693.73	483.94	1,209.79	209,964.63
95	12/01/2029	1,693.73	481.17	1,212.56	208,752.07
2029 Totals		20,324.76	5,955.62	14,369.14	
96	01/01/2030	1,693.73	478.39	1,215.34	207,536.73
97	02/01/2030	1,693.73	475.61	1,218.12	206,318.61
98	03/01/2030	1,693.73	472.81	1,220.92	205,097.69
99	04/01/2030	1,693.73	470.02	1,223.71	203,873.98
100	05/01/2030	1,693.73	467.21	1,226.52	202,647.46
101	06/01/2030	1,693.73	464.40	1,229.33	201,418.13
102	07/01/2030	1,693.73	461.58	1,232.15	200,185.98
103	08/01/2030	1,693.73	458.76	1,234.97	198,951.01
104	09/01/2030	1,693.73	455.93	1,237.80	197,713.21
105	10/01/2030	1,693.73	453.09	1,240.64	196,472.57

	Date	Payment	Interest	Principal	Balance
106	11/01/2030	1,693.73	450.25	1,243.48	195,229.09
107	12/01/2030	1,693.73	447.40	1,246.33	193,982.76
2030 Totals		20,324.76	5,555.45	14,769.31	
108	01/01/2031	1,693.73	444.54	1,249.19	192,733.57
109	02/01/2031	1,693.73	441.68	1,252.05	191,481.52
110	03/01/2031	1,693.73	438.81	1,254.92	190,226.60
111	04/01/2031	1,693.73	435.94	1,257.79	188,968.81
112	05/01/2031	1,693.73	433.05	1,260.68	187,708.13
113	06/01/2031	1,693.73	430.16	1,263.57	186,444.56
114	07/01/2031	1,693.73	427.27	1,266.46	185,178.10
115	08/01/2031	1,693.73	424.37	1,269.36	183,908.74
116	09/01/2031	1,693.73	421.46	1,272.27	182,636.47
117	10/01/2031	1,693.73	418.54	1,275.19	181,361.28
118	11/01/2031	1,693.73	415.62	1,278.11	180,083.17
119	12/01/2031	1,693.73	412.69	1,281.04	178,802.13
2031 Totals		20,324.76	5,144.13	15,180.63	
120	01/01/2032	1,693.73	409.75	1,283.98	177,518.15
121	02/01/2032	1,693.73	406.81	1,286.92	176,231.23
122	03/01/2032	1,693.73	403.86	1,289.87	174,941.36
123	04/01/2032	1,693.73	400.91	1,292.82	173,648.54
124	05/01/2032	1,693.73	397.94	1,295.79	172,352.75
125	06/01/2032	1,693.73	394.98	1,298.75	171,054.00
126	07/01/2032	1,693.73	392.00	1,301.73	169,752.27
127	08/01/2032	1,693.73	389.02	1,304.71	168,447.56
128	09/01/2032	1,693.73	386.03	1,307.70	167,139.86
129	10/01/2032	1,693.73	383.03	1,310.70	165,829.16
130	11/01/2032	1,693.73	380.03	1,313.70	164,515.46
131	12/01/2032	1,693.73	377.01	1,316.72	163,198.74
2032 Totals		20,324.76	4,721.37	15,603.39	
132	01/01/2033	1,693.73	374.00	1,319.73	161,879.01
133	02/01/2033	1,693.73	370.97	1,322.76	160,556.25
134	03/01/2033	1,693.73	367.94	1,325.79	159,230.46
135	04/01/2033	1,693.73	364.90	1,328.83	157,901.63
136	05/01/2033	1,693.73	361.86	1,331.87	156,569.76
137	06/01/2033	1,693.73	358.81	1,334.92	155,234.84
138	07/01/2033	1,693.73	355.75	1,337.98	153,896.86
139	08/01/2033	1,693.73	352.68	1,341.05	152,555.81
140	09/01/2033	1,693.73	349.61	1,344.12	151,211.69
141	10/01/2033	1,693.73	346.53	1,347.20	149,864.49
142	11/01/2033	1,693.73	343.44	1,350.29	148,514.20
143	12/01/2033	1,693.73	340.35	1,353.38	147,160.82
2033 Totals		20,324.76	4,286.84	16,037.92	

	Date	Payment	Interest	Principal	Balance
144	01/01/2034	1,693.73	337.24	1,356.49	145,804.33
145	02/01/2034	1,693.73	334.13	1,359.60	144,444.73
146	03/01/2034	1,693.73	331.02	1,362.71	143,082.02
147	04/01/2034	1,693.73	327.90	1,365.83	141,716.19
148	05/01/2034	1,693.73	324.77	1,368.96	140,347.23
149	06/01/2034	1,693.73	321.63	1,372.10	138,975.13
150	07/01/2034	1,693.73	318.48	1,375.25	137,599.88
151	08/01/2034	1,693.73	315.33	1,378.40	136,221.48
152	09/01/2034	1,693.73	312.17	1,381.56	134,839.92
153	10/01/2034	1,693.73	309.01	1,384.72	133,455.20
154	11/01/2034	1,693.73	305.83	1,387.90	132,067.30
155	12/01/2034	1,693.73	302.65	1,391.08	130,676.22
2034 Totals		20,324.76	3,840.16	16,484.60	
156	01/01/2035	1,693.73	299.47	1,394.26	129,281.96
157	02/01/2035	1,693.73	296.27	1,397.46	127,884.50
158	03/01/2035	1,693.73	293.07	1,400.66	126,483.84
159	04/01/2035	1,693.73	289.86	1,403.87	125,079.97
160	05/01/2035	1,693.73	286.64	1,407.09	123,672.88
161	06/01/2035	1,693.73	283.42	1,410.31	122,262.57
162	07/01/2035	1,693.73	280.19	1,413.54	120,849.03
163	08/01/2035	1,693.73	276.95	1,416.78	119,432.25
164	09/01/2035	1,693.73	273.70	1,420.03	118,012.22
165	10/01/2035	1,693.73	270.44	1,423.29	116,588.93
166	11/01/2035	1,693.73	267.18	1,426.55	115,162.38
167	12/01/2035	1,693.73	263.91	1,429.82	113,732.56
2035 Totals		20,324.76	3,381.10	16,943.66	
168	01/01/2036	1,693.73	260.64	1,433.09	112,299.47
169	02/01/2036	1,693.73	257.35	1,436.38	110,863.09
170	03/01/2036	1,693.73	254.06	1,439.67	109,423.42
171	04/01/2036	1,693.73	250.76	1,442.97	107,980.45
172	05/01/2036	1,693.73	247.46	1,446.27	106,534.18
173	06/01/2036	1,693.73	244.14	1,449.59	105,084.59
174	07/01/2036	1,693.73	240.82	1,452.91	103,631.68
175	08/01/2036	1,693.73	237.49	1,456.24	102,175.44
176	09/01/2036	1,693.73	234.15	1,459.58	100,715.86
177	10/01/2036	1,693.73	230.81	1,462.92	99,252.94
178	11/01/2036	1,693.73	227.45	1,466.28	97,786.66
179	12/01/2036	1,693.73	224.09	1,469.64	96,317.02
2036 Totals		20,324.76	2,909.22	17,415.54	
180	01/01/2037	1,693.73	220.73	1,473.00	94,844.02
181	02/01/2037	1,693.73	217.35	1,476.38	93,367.64
182	03/01/2037	1,693.73	213.97	1,479.76	91,887.88
183	04/01/2037	1,693.73	210.58	1,483.15	90,404.73

	Date	Payment	Interest	Principal	Balance
184	05/01/2037	1,693.73	207.18	1,486.55	88,918.18
185	06/01/2037	1,693.73	203.77	1,489.96	87,428.22
186	07/01/2037	1,693.73	200.36	1,493.37	85,934.85
187	08/01/2037	1,693.73	196.93	1,496.80	84,438.05
188	09/01/2037	1,693.73	193.50	1,500.23	82,937.82
189	10/01/2037	1,693.73	190.07	1,503.66	81,434.16
190	11/01/2037	1,693.73	186.62	1,507.11	79,927.05
191	12/01/2037	1,693.73	183.17	1,510.56	78,416.49
2037 Totals		20,324.76	2,424.23	17,900.53	
192	01/01/2038	1,693.73	179.70	1,514.03	76,902.46
193	02/01/2038	1,693.73	176.23	1,517.50	75,384.96
194	03/01/2038	1,693.73	172.76	1,520.97	73,863.99
195	04/01/2038	1,693.73	169.27	1,524.46	72,339.53
196	05/01/2038	1,693.73	165.78	1,527.95	70,811.58
197	06/01/2038	1,693.73	162.28	1,531.45	69,280.13
198	07/01/2038	1,693.73	158.77	1,534.96	67,745.17
199	08/01/2038	1,693.73	155.25	1,538.48	66,206.69
200	09/01/2038	1,693.73	151.72	1,542.01	64,664.68
201	10/01/2038	1,693.73	148.19	1,545.54	63,119.14
202	11/01/2038	1,693.73	144.65	1,549.08	61,570.06
203	12/01/2038	1,693.73	141.10	1,552.63	60,017.43
2038 Totals		20,324.76	1,925.70	18,399.06	
204	01/01/2039	1,693.73	137.54	1,556.19	58,461.24
205	02/01/2039	1,693.73	133.97	1,559.76	56,901.48
206	03/01/2039	1,693.73	130.40	1,563.33	55,338.15
207	04/01/2039	1,693.73	126.82	1,566.91	53,771.24
208	05/01/2039	1,693.73	123.23	1,570.50	52,200.74
209	06/01/2039	1,693.73	119.63	1,574.10	50,626.64
210	07/01/2039	1,693.73	116.02	1,577.71	49,048.93
211	08/01/2039	1,693.73	112.40	1,581.33	47,467.60
212	09/01/2039	1,693.73	108.78	1,584.95	45,882.65
213	10/01/2039	1,693.73	105.15	1,588.58	44,294.07
214	11/01/2039	1,693.73	101.51	1,592.22	42,701.85
215	12/01/2039	1,693.73	97.86	1,595.87	41,105.98
2039 Totals		20,324.76	1,413.31	18,911.45	
216	01/01/2040	1,693.73	94.20	1,599.53	39,506.45
217	02/01/2040	1,693.73	90.54	1,603.19	37,903.26
218	03/01/2040	1,693.73	86.86	1,606.87	36,296.39
219	04/01/2040	1,693.73	83.18	1,610.55	34,685.84
220	05/01/2040	1,693.73	79.49	1,614.24	33,071.60
221	06/01/2040	1,693.73	75.79	1,617.94	31,453.66
222	07/01/2040	1,693.73	72.08	1,621.65	29,832.01
223	08/01/2040	1,693.73	68.37	1,625.36	28,206.65

	Date	Payment	Interest	Principal	Balance
224	09/01/2040	1,693.73	64.64	1,629.09	26,577.56
225	10/01/2040	1,693.73	60.91	1,632.82	24,944.74
226	11/01/2040	1,693.73	57.17	1,636.56	23,308.18
227	12/01/2040	1,693.73	53.41	1,640.32	21,667.86
2040 Totals		20,324.76	886.64	19,438.12	
228	01/01/2041	1,693.73	49.66	1,644.07	20,023.79
229	02/01/2041	1,693.73	45.89	1,647.84	18,375.95
230	03/01/2041	1,693.73	42.11	1,651.62	16,724.33
231	04/01/2041	1,693.73	38.33	1,655.40	15,068.93
232	05/01/2041	1,693.73	34.53	1,659.20	13,409.73
233	06/01/2041	1,693.73	30.73	1,663.00	11,746.73
234	07/01/2041	1,693.73	26.92	1,666.81	10,079.92
235	08/01/2041	1,693.73	23.10	1,670.63	8,409.29
236	09/01/2041	1,693.73	19.27	1,674.46	6,734.83
237	10/01/2041	1,693.73	15.43	1,678.30	5,056.53
238	11/01/2041	1,693.73	11.59	1,682.14	3,374.39
239	12/01/2041	1,693.73	7.73	1,686.00	1,688.39
2041 Totals		20,324.76	345.29	19,979.47	
240	01/01/2042	1,693.73	5.34	1,688.39	0.00
2042 Totals		1,693.73	5.34	1,688.39	
Grand Totals		406,495.20	94,495.20	312,000.00	

Last interest amount increased by 1.47 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.750%	\$94,495.20	\$312,000.00	\$406,495.20

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(TD72-8-10) (Mandatory 1-11)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer – Strict)

THIS DEED OF TRUST is made this _____ day of _____, 20____, between Housing Authority of Town of Johnstown (Borrower), whose address is 202 N. Greeley Avenue, Johnstown, CO 80534; and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of The Town of Johnstown a home rule municipal corporation of the State of Colorado (Lender), whose address is 450 S. Parish Avenue, Johnstown, CO 80534.

Borrower and Lender covenant and agree as follows:

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the _____ County of Weld, State of Colorado:

JOH 21437-A PT NE4SW4 5 4 67 (GREGG 1ST ANNEX) BEG SE COR NE4SW4 N89D10'W 800' N0D02'W 180' S89D10'E 800' S0D02'E 180' TO POB EXC UPRR RES

known as No. 202 N. Greeley Avenue Johnstown CO 80534 (Property Address),
Street Address City State Zip

together with all its appurtenances (Property).

2. Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated _____ in the principal sum of Three Hundred Twelve Thousand Dollars (U.S. \$312,000.00), with interest on the unpaid principal balance from _____ until paid, at the rate of 2.75 percent per annum, with principal and interest payable at Town of Johnstown, 450 S. Parish Avenue, Johnstown, CO 80534 or such other place as Lender may designate, in 240 payments of One Thousand Six Hundred Ninety-Three and 73/100 Dollars (U.S. \$1,693.73), due on the 1st day of each month beginning _____; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on _____; and Borrower is to pay to Lender a late charge of 5.00 % of any payment not received by Lender within 10 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except N/A;

2.2. the payment of all other sums, with interest thereon at 5.00 % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to N/A.

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or

forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;

9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;

9.3. sums due on any prior lien or encumbrance on the Property;

9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;

9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;

9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This § 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to N/A of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus N/A of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(s):

doing business as _____

IF BORROWER IS CORPORATION:
ATTEST:

Housing Authority of Town of Johnstown
Name of Corporation

Secretary

By _____
President

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership

By _____
A General Partner

IF BORROWER IS LIMITED LIABILITY COMPANY:

Name of Limited Liability Company

By _____
Its Authorized Representative

Title of Authorized Representative

STATE OF COLORADO
COUNTY OF Weld

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
* _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

*If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith, a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (§ 38-30-172, C.R.S.)



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Resolution No. 2021-46 – Adopting and Appropriating the Budget for the Calendar Year 2022

ACTION PROPOSED: Approve Resolution No. 2021-46

ATTACHMENTS: 1. Exhibit A - 2022 Amended Proposed Budget

PRESENTED BY: Mitzi McCoy, Finance Director

AGENDA ITEM DESCRIPTION:

The proposed 2022 Budget for the Town of Johnstown, Colorado was presented to Council at meetings held on September 27, 2021, and October 25, 2021. Public hearings regarding the proposed 2022 Budget were held by the Town Council on November 1, 2021 and November 15, 2021, where citizens were invited to file or register objections or suggestions thereto at any time prior to the adoption of the 2022 Budget.

The original proposed 2022 Budget presented in September was amended, to reflect Council suggestions. The amended document was made available to the public on the Town's website and at Town Hall prior to the public hearings. There have been no changes made to expenditures since the amended document was posted. There have however been updates made to revenues to accurately reflect the changes in the final certification of valuations provided by Larimer and Weld Counties. The net change to the General Fund ending fund balance is a decrease of \$14,998.

The budget document serves as the Town of Johnstown's roadmap, guiding operational decisions by addressing the Council's priorities and becoming a policy guide to strengthen our organizational values, goals, objectives, and service priorities in addition to providing a long-range plan that provides a sustainable framework for years to come. The 2022 Budget reinforces our commitment to financial stewardship, operational efficiency, strategic investments and effective change management

The overall size of the Town budget has increased over the past few years as the Town adjusts its services to meet the expectation of a growing population, fund civic and infrastructure projects and keep pace with inflation. The 2022 budget focuses on the continuation of high-quality customer service and core services such as public safety, infrastructure maintenance, public facilities, planning and development, transportation networks, parks, water, sewer and stormwater utility services, as well as continuing to build community partnerships to improve the quality of life for Johnstown residents, businesses and visitors alike.

The Community That Cares

www.TownofJohnstown.com

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

Capital Projects

As the Town continues to grow, maintaining and improving our facilities and infrastructure is essential to maintaining readiness and the ability to provide essential services. Projects included in the 2022 budget span from extending water and sewer infrastructure, to expanding public facilities and buildings, to developing parks and trails, to improving storm drainage, to I-25 gateway improvements. By collaborating with community and corporate partners the Town continues to progress.

A few of the major capital projects included in this spending plan are highlighted below:

- General Fund
 - o Solar panel system for the recreation center
 - o Video upgrades to Council chambers
 - o Police department expansion design
 - o Downtown Improvement Plan
- Parks and Open Space Fund
 - o Cemetery irrigation improvements
 - o Construction of pickleball courts
 - o Construction of a dog park
 - o Lake/Dam rehabilitation
- Street and Alley Fund
 - o Street maintenance program
 - o Charlotte Avenue reconstruction/improvements
 - o Alley resurfacing program
- Capital Projects Fund
 - o I-25 and Highway 60 Interchange aesthetic improvements
 - o 2nd Street bridge carryover
 - o Aesthetic improvements at Highway 402 and I-25
- Water Fund
 - o Water Tower project and trunk line construction continued
 - o Design engineering for water plant expansion
 - o Easement acquisition for raw water improvements
 - o Lone Tree generator
 - o Tank cathodic protection
- Storm Water Fund
 - o Charlotte Avenue improvements
 - o MS4 permit plans and standards
- Sewer Fund
 - o Low Point construction
 - o Central Phase I and II construction
 - o Design of Central Waste Water Treatment Plant

Preparing a budget for a full-service town always has its share of unknown variables, but doing so in the midst of global pandemic elevates the task to a new level of uncertainty. It is impossible to anticipate at this point, the depth and duration of the economic shifts that have been caused by the pandemic. Although the financial impacts of the pandemic are continuing to unfold, the Town of Johnstown finds itself in a comparatively strong financial position. This favorable position is primarily due to the prudent fiscal policies of the Mayor and Council. Going forward, maintaining that relentless level of fiscal discipline will be needed to maintain fiscal strength for the duration of the pandemic and to prepare for whatever fiscal event happens next. Consequently, the Town of Johnstown's 2022 budget is conservative but also allows for cautious optimism.

The budget parallels the methods of accounting used for the Town's funds. Modified accrual basis is used for all governmental fund operations. Proprietary and fiduciary funds use full accrual basis. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available and expenditures are recorded when a liability is incurred, except for debt service and compensated absences. Under the full accrual basis of accounting, revenues are recorded when earned and that expenditures are recorded when a liability is incurred, without consideration of the timing of related cash flows. The basis of accounting used in the budget is the same basis of accounting used in the financial statements. The figures presented in the budget represent the estimated cash balances for the budget year 2022.

The Town of Johnstown Home Rule Charter, Section 12.7 requires that the Council adopt the budget for the next fiscal year by ordinance or resolution on or before the final day of the current fiscal year. However, state law requires the Town to adopt a budget prior to certifying the tax levy and the deadline for certifying the tax levy to county commissioners is December 15 (C.R.S. 39-5-128(1)).

LEGAL ADVICE:

The Resolution presented has been reviewed and approved by the Town Attorney.

FINANCIAL ADVICE:

The budget document refers to the financial condition of the Town including revenues, expenditures, activities, purposes and goals. The budget document will be the basis by which we operate and strive to achieve greatness for the Community while operating within the parameters set by the budget document.

RECOMMENDED ACTION: Staff recommends approval of Resolution 2021-46, A Resolution of Johnstown, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting and Appropriating the Budget for the Calendar Year 2022.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2021-46, A Resolution of Johnstown, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting and Appropriating the Budget for the Calendar Year 2022.

For Denial: I move to deny Resolution 2021-46, A Resolution of Johnstown, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting and Appropriating the Budget for the Calendar Year 2022.

Reviewed and Approved for Presentation,



Town Manager

RESOLUTION 2021-46

A RESOLUTION OF JOHNSTOWN, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AND APPROPRIATING THE BUDGET FOR THE CALENDAR YEAR 2022.

WHEREAS, on September 27, 2021 the Town Council of the Town of Johnstown has received from the Town Manager a proposed 2022 budget for its consideration, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, public hearings were held on November 1, 2021 and November 15, 2021, and interested taxpayers were given the opportunity to file or register any objections to said budget, and;

WHEREAS, the Town Council has modified the proposed budget and now wishes to appropriate revenues and expenditures for the 2022 budget insuring that the budget remains in balance, as required by law, and;

WHEREAS, the Town Council considered all objections of the electors and other relevant factors concerning the budget, and;

WHEREAS, the Town Council is required by law to adopt an annual budget on or before the final day of the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE Town Council of the Town of Johnstown, Colorado:

Section 1. That the budget as submitted, amended, and hereinbelow summarized by fund, hereby is approved, and adopted, as the budget of the Town of Johnstown for the year stated above.

Section 2. That the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the Public Records of the Town of Johnstown.

Section 3. The following sums are hereby appropriated from the revenue and fund balance of each fund, to each fund, for the purposes stated in the budget document.

Fund	<u>Beginning Cash Est.</u>	<u>Revenues</u>	<u>Transfers In</u>	<u>Expenditures</u>	<u>Transfers Out</u>	<u>Ending Est. Cash</u>
General	64,808,551	18,061,366	0	10,768,661	42,837,000	29,264,256
Conservation Trust	107,659	81,150	0	145,000	0	43,809
Parks & Open Space	7,049,432	722,650	1,162,000	3,774,550	0	5,159,532
Street & Alley	12,259,154	5,202,617	0	6,368,400	0	11,093,371
Capital Projects	13,640,578	244,500	0	7,111,500	60,000	6,713,578
Tax Allocation	0	50	645,000	645,050	0	0
Water	18,223,899	5,881,850	40,000,000	25,712,580	20,000	38,373,169
Sewer	50,116,839	7,296,940	0	53,603,000	20,000	3,790,779
Drainage	1,338,853	586,900	0	990,865	10,000	924,888
Cemetery Perpetual	160,314	5,060	0	0	0	165,374
Library	6,880,515	719,959	1,140,000	1,472,000	0	7,268,474
Recreation Center	922,738	0	0	500,000	0	422,738

Section 4. Effective Date. This resolution shall become effective immediately upon adoption.

Section 5. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 6. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

ADOPTED THIS 13th DAY OF DECEMBER, 2021.

TOWN OF JOHNSTOWN

BY: _____
Gary Lebsack, Mayor

ATTEST:

Diana Seele, Town Clerk

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2022**

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	28,200	250,300	8,500	600,500	887,500	45,000	-	-	932,500
Town Manager	876,150	422,925	51,523	173,995	1,524,593	120,000	-	-	1,644,593
Town Clerk	400,750	91,000	8,900	9,100	509,750	-	-	-	509,750
Finance	161,810	206,700	42,000	7,000	417,510	-	-	-	417,510
Planning	537,800	177,300	25,380	11,648	752,128	7,750	-	-	759,878
Bldg Inspections	79,900	188,500	1,700	1,300	271,400	-	-	-	271,400
Police	3,817,300	349,800	231,280	117,200	4,515,580	140,000	223,000	-	4,878,580
Public Works	699,100	15,650	34,550	11,900	761,200	-	-	-	761,200
Buildings	-	217,650	6,000	24,600	248,250	45,000	-	-	293,250
Reimbursements	-	300,000	-	-	300,000	-	-	-	300,000
Totals	\$6,601,010	\$2,219,825	\$409,833	\$957,243	\$10,187,911	\$357,750	\$223,000	\$0	\$10,768,661
Total Cash Available									\$ 40,032,917
Ending Fund Balance									\$ 29,264,257
% of Total Budget	61.30%	20.61%	3.81%	8.89%	94.61%	3.32%	2.07%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>GENERAL FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	ADVALOREM TAXES		Actuals	Budget		
10.01.3110.00	PROPERTY TAXES - WELD	3,906,704	3,902,086	3,960,825	3,902,200	3,983,941
10.01.3112.00	PROPERTY TAXES - LARIMER	4,390,740	5,694,270	4,294,777	5,694,300	4,281,495
	SUBTOTAL	8,297,444	9,596,356	8,255,602	9,596,500	8,265,436
	SALES TAX					
10.01.3120.00	SALES TAX - STATE	6,995,866	5,401,537	5,896,405	7,950,000	6,685,380
10.01.3122.00	USE TAX - BUILDING	776,152	1,217,564	220,020	1,218,600	750,000
	SUBTOTAL	7,772,018	6,619,100	6,116,425	9,168,600	7,435,380
	EXCISE TAX					
10.01.3130.00	LODGING TAX	108,128	95,484	75,000	98,500	111,900
10.01.3150.00	TOBACCO TAX	37,250	13,783	22,000	17,500	25,000
10.01.3160.00	SEVERANCE TAX	361,590	104,279	75,000	104,250	75,000
	SUBTOTAL	506,968	213,547	172,000	220,250	211,900
	FRANCHISE TAX					
10.01.3180.00	FRANCHISE TAX-CABLE	31,236	15,062	23,000	26,000	26,000
10.01.3184.00	FRANCHISE TAX - ELECTRIC & GAS	468,467	307,878	350,000	432,500	475,000
	SUBTOTAL	499,703	322,941	373,000	458,500	501,000
	LICENSES, PERMITS, & SERVICE CHARGES					
10.01.3210.00	BUSINESS LICENSES	14,776	19,198	16,250	19,200	15,000
10.01.3215.00	CONTRACTORS LICENSES	28,450	22,800	16,250	23,000	28,000
10.01.3220.00	DOG LICENSE/FEEs	1,018	727	1,500	750	1,500
10.01.3230.00	LIQUOR LICENSE	4,771	5,118	3,500	5,120	3,500
10.01.3510.00	ABATEMENT FEES	6,031	2,045	-	2,100	500
10.01.3520.00	ADMINISTRATIVE FEES	7,083	5,791	4,000	5,800	3,000
10.01.3530.00	BUILDING PERMITS	757,889	770,028	500,000	799,000	750,000
10.01.3546.00	PLAN REVIEW FEE	750	-	-	-	-
10.01.3548.00	ZONING/SUBDIVISION FEES	-	-	2,000	-	-
10.01.3565.00	FACILITY RENTAL FEES	(490)	939	350	1,350	250
10.01.3750.00	POLICE FACILITIES DEVELOPMENT FEES	356,833	206,131	109,950	208,330	109,950
10.01.3760.00	PUBLIC FACILITIES IMPACT FEES	743,048	513,617	238,350	518,384	238,350
	SUBTOTAL	1,920,159	1,546,393	892,150	1,583,034	1,150,050

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>	
	<u>GENERAL FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>	
	FINES, FORFEITURES, & PD FEES						
10.01.3310.00	COURT REVENUES	134,780	179,292	108,000	183,500	145,000	
10.01.3320.00	COURT SURCHARGE	14,097	17,725	14,000	17,925	15,500	
	SUBTOTAL	148,877	197,017	122,000	201,425	160,500	
	OTHER REVENUES						
10.01.3960.00	INTEREST INCOME	159,581	82,864	112,000	82,950	52,500	
10.01.3970.00	MISC REVENUE	439,346	6,851	11,000	8,000	15,000	
10.01.3985.00	REFUND OF EXPENDITURES	341,508	564,995	100,000	574,000	150,000	
10.01.3990.00	RENT INCOME	6,600	5,375	7,200	7,200	6,600	
	SUBTOTAL	947,035	660,085	230,200	672,150	224,100	
	REVENUE FROM OTHER AGENCIES						
10.01.3420.00	ROYALTIES	391,633	57,915	40,000	57,920	25,000	
10.01.3440.00	STATE GRANTS	793,679	87,190	10,000	87,190	87,500	
	SUBTOTAL	1,185,312	145,104	50,000	145,110	112,500	
	EVENTS & COMMUNITY ACTIVITIES						
10.01.3953.00	DONATIONS/COMMUNITY ACTIVITIES	79	1,147	500	1,150	500	
	SUBTOTAL	79	1,147	500	1,150	500	
	TOTAL FUND REVENUES	21,277,594	19,301,690	16,211,877	22,046,719	18,061,366	
	INTRAGOVERNMENTAL REVENUES						
10.01.3999.00	TO LIBRARY	(1,143,334)	(853,243)	(1,137,657)	(1,318,443)	(1,140,000)	
10.01.3999.00	TO WATER FUND	(811,362)	-	(5,000,000)	-	(40,000,000)	
10.01.3999.00	TO REC CENTER	-	-	(750,000)	-	-	
10.01.3999.00	TO PARKS	-	-	-	-	(1,112,000)	
10.01.3999.00	TO STREETS	(2,000,000)	-	-	-	-	
10.01.3999.00	TO TAX FUND	(403,646)	(382,483)	(354,800)	(525,000)	(585,000)	
	SUBTOTAL	(4,358,342)	(1,235,726)	(7,242,457)	(1,843,443)	(42,837,000)	(1,725,000)
	TOTAL FUND REVENUES W/TRANSERS	16,919,252	18,065,964	8,969,420	20,203,276	(24,775,634)	

<u>GENERAL FUND REVENUES</u>	<u>2020</u> <u>Actuals</u>	<u>2021</u> <u>Jan - Sept</u> <u>Actuals</u>	<u>2021</u> <u>Adopted</u> <u>Budget</u>	<u>2021</u> <u>Estimated</u>	<u>2022</u> <u>Proposed</u>
UNRESTRICTED CASH BALANCE FORWARD					64,808,551
TOTAL ANTICIPATED FUNDS AVAILABLE					<u>40,032,917</u>
RESTRICTED FOR IMPACT - POLICE (AS OF 12/2020)			1,695,915		
<i>Less 2021 Budgeted Expenses:</i>					
Substation Rent			(18,500)		
PD Expansion review			(30,000)		
Copier for substation			(6,000)		
Vehicle for new officer			(64,000)		
Equipment for new officer			<u>(7,850)</u>		
RESTRICTED FOR IMPACT - POLICE (AS OF 12/2021)			1,569,565		
RESTRICTED FOR IMPACT - PUB FAC (AS OF 12/2020)			4,365,114		
<i>Less 2021 Budgeted Expenses:</i>					
Council Chamber Upgrades			<u>(54,000)</u>		
RESTRICTED FOR IMPACT - PUB FAC (AS OF 12/2021)			4,311,114		

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.10.4001.00	Salaries	29,597	30,037	22,800	38,000	25,000
10.10.4010.00	Payroll Taxes	2,238	2,309	1,800	2,800	2,000
10.10.4025.00	Workers Compensation	1	12	1,200	100	1,200
	Total Personnel Services	31,836	32,358	25,800	40,900	28,200
	<u>Contractual Services</u>					
10.10.4100.00	Audit	8,500	8,500	18,000	8,500	18,000
10.10.4135.00	Other Contractual Services	17,412	6,750	21,800	41,800	20,300
10.10.4140.00	Postage	-	-		-	-
10.10.4145.00	Printing & Advertising	24,538	6,423	12,000	10,000	19,000
10.10.4150.00	Professional Services	118,549	124,704	131,000	131,000	175,000
10.10.4180.00	Travel & Training	129	70	15,000	5,000	18,000
	Total Contractual Services	169,127	146,447	197,800	196,300	250,300
	<u>Commodities</u>					
10.10.4310.00	Computers & Software	17,555	-	4,000	2,000	5,000
10.10.4385.00	Supplies - General	7,511	512	4,000	1,500	2,500
10.10.4400.00	Supplies - Office	583	-	1,000	200	1,000
	Total Commodities	25,649	512	9,000	3,700	8,500
	<u>Other Charges</u>					
10.10.4530.00	Election Expenses	29,853	-	-	-	38,000
10.10.4540.00	Insurance	35,961	92,427	79,800	94,500	126,000
10.10.4560.00	Memberships & Subscriptions	38,208	41,976	47,800	47,800	50,000
10.10.4570.00	Miscellaneous	1,348,732	385,176	1,286,000	1,286,000	386,500
	Total Other Charges	1,452,754	519,580	1,413,600	1,428,300	600,500
	<u>Capital - \$5,000/item min.</u>					
10.10.4830.00	Equipment	-	49,655	54,000	54,000	45,000
10.10.4880.00	Water Shares	-	275,400	-	275,400	-
	Total Capital	-	325,055	54,000	329,400	45,000
	Total Budget Request	1,679,366	1,023,952	1,700,200	1,998,600	932,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.20.4001.00	Salaries	146,388	218,631	378,000	378,000	398,800
10.20.4002.00	Overtime	-	-	500	500	500
10.20.4010.00	Payroll Taxes	10,118	16,426	28,900	28,900	31,400
10.20.4020.00	Unemployment Taxes	2,160	360	3,550	3,550	3,950
10.20.4025.00	Workers Compensation	370	13,192	4,500	4,500	4,900
10.20.4030.00	Group Insurance	21,723	40,290	92,300	92,300	58,900
10.20.4035.00	Retirement Contribution	11,641	18,885	27,400	27,400	47,900
10.20.4040.00	Automobile Allowance	-	-	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	-	-	600	600	600
	Total Personnel Services	192,401	307,784	541,750	541,750	552,950
	<u>New Personnel</u>					
10.20.4001.00	Salaries	-	-	-	-	221,000
10.20.4010.00	Payroll Taxes	-	-	-	-	17,400
10.20.4020.00	Unemployment Taxes	-	-	-	-	2,600
10.20.4025.00	Workers Compensation	-	-	-	-	2,900
10.20.4030.00	Group Insurance	-	-	-	-	52,700
10.20.4035.00	Retirement Contribution	-	-	-	-	26,600
	Total New Personnel	-	-	-	-	323,200
	<u>Contractual Services</u>					
10.20.4120.00	Employee Education	-	-	1,000	1,000	3,000
10.20.4135.00	Other Contractual Services	37,073	8,898	15,000	15,000	60,700
10.20.4140.00	Postage	-	26	1,500	1,500	3,150
10.20.4145.00	Printing & Advertising	7,216	8,868	52,400	52,400	46,100
10.20.4150.00	Professional Services	7,091	70,144	130,000	130,000	252,000
10.20.4170.00	Telephone & Internet	2,645	2,122	6,910	5,000	8,900
10.20.4180.00	Travel & Training	2,982	2,365	20,000	20,000	52,075
	Total Contractual Services	57,007	92,423	226,810	223,900	422,925

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Commodities					
10.20.4310.00	Computers & Software	9,595	5,103	11,530	11,530	31,873
10.20.4330.00	Fuel & Lubricants	754	894	890	890	1,000
10.20.4385.00	Supplies - General	3,617	9,124	12,000	12,000	10,350
10.20.4400.00	Supplies - Office	1,706	2,980	4,000	4,000	8,300
	Total Commodities	15,672	18,101	28,420	28,420	51,523
	Other Charges					
10.20.4540.00	Insurance	3,321	2,117	4,800	4,801	5,400
10.20.4560.00	Memberships & Subscriptions	5,290	1,480	15,000	15,000	17,595
10.20.4570.00	Miscellaneous	88,960	22,891	136,500	136,500	151,000
	Total Other Charges	97,572	26,488	156,300	156,301	173,995
	Capital - \$5,000/item min.					
10.20.4830.00	Equipment	29,155	-	-	-	-
10.20.4840.00	Infrastructure	-	-	15,000	15,000	120,000
	Total Capital	29,155	-	15,000	15,000	120,000
	Total Budget Request	391,807	444,796	968,280	965,371	1,644,593

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.30.4001.00	Salaries	173,077	141,676	211,800	211,800	243,100
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	12,561	10,585	16,340	16,340	18,900
10.30.4020.00	Unemployment Taxes	-	-	2,100	2,100	2,250
10.30.4025.00	Workers Compensation	471	123	2,300	2,300	2,400
10.30.4030.00	Group Insurance	30,872	25,988	44,700	44,700	56,400
10.30.4035.00	Retirement Contribution	8,907	8,252	14,300	14,300	28,500
	Total Personnel Services	225,888	186,624	292,040	292,040	352,050
	<u>New Personnel</u>					
10.30.4001.00	Salaries	-	-	-	-	18,000
10.30.4010.00	Payroll Taxes	-	-	-	-	1,300
10.30.4020.00	Unemployment Taxes	-	-	-	-	350
10.30.4025.00	Workers Compensation	-	-	-	-	150
10.30.4030.00	Group Insurance	-	-	-	-	26,600
10.30.4035.00	Retirement Contribution	-	-	-	-	2,300
	Total New Personnel	-	-	-	-	48,700
	<u>Contractual Services</u>					
10.30.4135.00	Other Contractual Services	7,558	3,572	10,500	10,500	14,800
10.30.4140.00	Postage	1,349	696	2,400	2,400	2,400
10.30.4145.00	Printing & Advertising	588	401	1,500	1,000	1,000
10.30.4150.00	Professional Services	54,624	55,334	53,500	62,000	62,000
10.30.4160.00	Rents	942	358	2,500	2,500	2,500
10.30.4170.00	Telephone & Internet	4,092	2,653	7,940	4,600	6,500
10.30.4180.00	Travel & Training	741	450	3,100	2,500	1,800
	Total Contractual Services	69,893	63,464	81,440	85,500	91,000
	<u>Commodities</u>					
10.30.4310.00	Computers & Software	10,526	10,963	25,825	14,000	2,400
10.30.4330.00	Fuel & Lubricants	1,465	1,658	2,700	2,700	3,000
10.30.4400.00	Supplies - Office	1,677	1,872	3,500	3,500	3,500
	Total Commodities	13,668	14,493	32,025	20,200	8,900

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Other Charges</u>					
10.30.4540.00	Insurance	6,737	4,309	4,880	4,880	4,600
10.30.4560.00	Memberships & Subscriptions	443	136	1,000	1,000	1,000
10.30.4570.00	Miscellaneous	494	2,756	2,500	3,100	3,500
	Total Other Charges	7,673	7,201	8,380	8,980	9,100
	<u>Capital - \$5,000/item min.</u>					
10.30.4830.00	Equipment	8,632	-	-	-	-
	Total Capital	8,632	-	-	-	-
	Total Budget Request	325,754	271,782	413,885	406,720	509,750

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.40.4001.00	Salaries	115,819	73,944	93,700	95,700	116,300
10.40.4002.00	Overtime	13	50	500	500	500
10.40.4010.00	Payroll Taxes	8,462	5,620	7,300	7,300	8,900
10.40.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,350
10.40.4025.00	Workers Compensation	337	82	2,400	2,400	2,560
10.40.4030.00	Group Insurance	16,892	10,554	15,780	15,780	18,600
10.40.4035.00	Retirement Contribution	7,212	5,428	6,800	6,800	13,600
	Total Personnel Services	148,736	95,678	127,580	129,580	161,810
	<u>Contractual Services</u>					
10.40.4135.00	Other Contractual Services	26,451	16,081	106,810	121,500	191,850
10.40.4140.00	Postage	4	-	450	450	450
10.40.4145.00	Printing & Advertising	1,498	-	3,200	500	3,000
10.40.4150.00	Professional Services	-	200	-	200	-
10.40.4170.00	Telephone & Internet	2,175	1,753	5,290	2,900	3,900
10.40.4180.00	Travel & Training	30	595	6,000	2,000	7,500
	Total Contractual Services	30,158	18,629	121,750	127,550	206,700
	<u>Commodities</u>					
10.40.4310.00	Computers & Software	3,410	-	5,700	1,000	38,800
10.40.4400.00	Supplies - Office	2,643	1,777	3,200	2,900	3,200
	Total Commodities	6,052	1,777	8,900	3,900	42,000
	<u>Other Charges</u>					
10.40.4540.00	Insurance	1,702	800	1,900	1,100	1,900
10.40.4560.00	Memberships & Subscriptions	-	190	600	600	600
10.40.4570.00	Miscellaneous	802	843	4,500	2,500	4,500
	Total Other Charges	2,504	1,833	7,000	4,200	7,000
	Total Budget Request	187,450	117,917	265,230	265,230	417,510

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.50.4001.00	Salaries	181,207	150,823	211,500	211,500	230,200
10.50.4002.00	Overtime	-	-	-	-	-
10.50.4010.00	Payroll Taxes	12,855	11,027	16,200	16,200	18,300
10.50.4020.00	Unemployment Taxes	-	-	1,900	1,900	2,600
10.50.4025.00	Workers Compensation	366	2,183	2,400	2,400	2,650
10.50.4030.00	Group Insurance	43,071	39,110	35,920	49,800	59,900
10.50.4035.00	Retirement Contribution	11,943	9,929	13,800	13,800	28,500
	Total Personnel Services	249,442	213,072	281,720	295,600	342,150
	<u>New Personnel</u>					
10.50.4001.00	Salaries	-	-	-	-	105,600
10.50.4010.00	Payroll Taxes	-	-	-	-	8,300
10.50.4020.00	Unemployment Taxes	-	-	-	-	2,400
10.50.4025.00	Workers Compensation	-	-	-	-	2,350
10.50.4030.00	Group Insurance	-	-	-	-	64,200
10.50.4035.00	Retirement Contribution	-	-	-	-	12,800
	Total New Personnel	-	-	-	-	195,650
	<u>Contractual Services</u>					
10.50.4120.00	Employee Education	-	-	1,000	-	-
10.50.4135.00	Other Contractual Services	94,993	2,911	156,400	10,000	162,100
10.50.4137.00	Contractual - Restricted Bill Back	247,215	375,807	150,000	425,000	-
10.50.4140.00	Postage	438	150	500	450	600
10.50.4145.00	Printing & Advertising	329	368	500	500	600
10.50.4150.00	Professional Services	6,563	8,737	12,000	10,000	-
10.50.4170.00	Telephone & Internet	2,175	1,753	5,290	5,290	6,000
10.50.4180.00	Travel & Training	341	-	6,500	2,000	8,000
	Total Contractual Services	352,054	389,726	332,190	453,240	177,300
	<u>Commodities</u>					
10.50.4310.00	Computers & Software	4,893	8,459	17,600	17,600	20,380
10.50.4400.00	Supplies - Office	2,258	860	4,000	2,000	5,000
	Total Commodities	7,152	9,319	21,600	19,600	25,380
	<u>Other Charges</u>					
10.50.4540.00	Insurance	4,881	1,823	4,200	1,950	3,600

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
10.50.4560.00	Memberships & Subscriptions	894	-	2,030	-	4,548
10.50.4570.00	Miscellaneous	5,340	2,800	-	2,900	3,500
	Total Other Charges	11,115	4,623	6,230	4,850	11,648
	<u>Capital - \$5,000/item min.</u>					
10.50.4830.00	Equipment	6,450	-	-	-	7,750
10.50.4860.00	Vehicles	131,281	-	-	-	-
10.50.4890.00	Other Improvements	-	3,169	-	3,200	-
	Total Capital	137,731	3,169	-	3,200	7,750
	Total Budget Request	757,493	619,909	641,740	776,490	759,878

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Contractual Services					
10.50.4137.00	Contractual - Restricted Bill Back	-	-	-	-	300,000
	Total Contractual Services	-	-	-	-	300,000
	Total Budget Request	-	-	-	-	300,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.60.4001.00	Salaries	53,363	39,069	56,500	56,500	63,500
10.60.4002.00	Overtime	-	-	500	500	500
10.60.4010.00	Payroll Taxes	4,106	3,050	4,450	4,450	4,900
10.60.4020.00	Unemployment Taxes	-	-	550	550	650
10.60.4025.00	Workers Compensation	73	44	600	600	650
10.60.4030.00	Group Insurance	17	552	2,000	2,000	2,000
10.60.4035.00	Retirement Contribution	2,256	1,690	2,400	2,400	7,700
	Total Personnel Services	59,815	44,405	67,000	67,000	79,900
	<u>Contractual Services</u>					
10.60.4135.00	Other Contractual Services	154,054	120,513	180,350	180,700	181,300
10.60.4140.00	Postage	2	-	700	200	200
10.60.4145.00	Printing & Advertising	326	-	1,000	700	700
10.60.4150.00	Professional Services	-	-	-	-	5,000
10.60.4170.00	Telephone & Internet	487	370	2,630	700	1,300
10.60.4180.00	Travel & Training	-	-	500	-	-
	Total Contractual Services	154,870	120,883	185,180	182,300	188,500
	<u>Commodities</u>					
10.60.4310.00	Computers & Software	89	2,178	5,270	3,500	500
10.60.4400.00	Supplies - Office	487	271	700	500	700
10.60.4430.00	Supplies - Training	-	-	-	500	500
	Total Commodities	576	2,449	5,970	4,500	1,700
	<u>Other Charges</u>					
10.60.4540.00	Insurance	1,690	421	1,000	450	1,000
10.60.4560.00	Memberships & Subscriptions	175	283	200	300	300
	Total Other Charges	1,905	704	1,200	750	1,300
	Total Budget Request	217,166	168,441	259,350	254,550	271,400

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.70.4001.00	Salaries	1,884,423	1,438,675	2,089,378	2,089,378	2,462,500
10.70.4002.00	Overtime	15,808	7,010	37,000	28,000	37,000
10.70.4003.00	Off-Duty Work	6,716	-	30,000	20,000	30,000
10.70.4010.00	Payroll Taxes	139,806	108,605	162,575	162,575	197,200
10.70.4020.00	Unemployment Taxes	-	-	18,250	18,250	19,050
10.70.4025.00	Workers Compensation	60,026	41,176	146,000	146,000	148,000
10.70.4030.00	Group Insurance	326,168	247,913	387,400	387,400	463,500
10.70.4035.00	Retirement Contribution	105,472	86,066	114,950	114,950	289,700
	Total Personnel Services	2,538,420	1,929,445	2,985,553	2,966,553	3,646,950
	<u>New Personnel</u>					
10.70.4001.00	Salaries	-	-	-	-	93,900
10.70.4002.00	Overtime	-	-	-	-	500
10.70.4010.00	Payroll Taxes	-	-	-	-	7,300
10.70.4020.00	Unemployment Taxes	-	-	-	-	2,250
10.70.4025.00	Workers Compensation	-	-	-	-	1,800
10.70.4030.00	Group Insurance	-	-	-	-	53,200
10.70.4035.00	Retirement Contribution	-	-	-	-	11,400
	Total New Personnel	-	-	-	-	170,350
	<u>Contractual Services</u>					
10.70.4120.00	Employee Education	2,783	(410)	3,000	2,000	-
10.70.4122.00	Maintenance - Buildings	51,108	611	2,000	1,600	-
10.70.4125.00	Maintenance - Equipment	254	-	1,600	1,600	-
10.70.4130.00	Maintenance - Vehicles	14,563	23,470	21,850	25,900	25,000
10.70.4135.00	Other Contractual Services	90,163	112,126	179,700	182,500	193,500
10.70.4140.00	Postage	1,858	2,027	5,000	4,000	5,000
10.70.4145.00	Printing & Advertising	474	402	1,000	800	1,500
10.70.4150.00	Professional Services	39,521	21,979	20,400	30,100	35,100
10.70.4170.00	Telephone & Internet	39,369	27,537	54,540	40,000	56,600
10.70.4180.00	Travel & Training	3,097	6,518	24,750	21,000	33,100
	Total Contractual Services	243,189	194,260	313,840	309,500	349,800
	<u>Commodities</u>					
10.70.4310.00	Computers & Software	23,099	18,803	28,760	28,000	14,340
10.70.4330.00	Fuel & Lubricants	32,926	38,294	50,500	44,000	60,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
10.70.4385.00	Supplies - General	125,122	91,703	114,590	112,800	116,440
10.70.4395.00	Supplies - Lab	4,527	1,251	4,800	3,200	10,500
10.70.4400.00	Supplies - Office	5,886	5,617	12,000	10,100	13,000
10.70.4460.00	Uniforms	10,001	9,973	16,450	16,000	17,000
	Total Commodities	201,561	165,641	227,100	214,100	231,280
	Other Charges					
10.70.4520.00	Donations - Community Programs	1,146	2,924	4,500	3,000	4,500
10.70.4540.00	Insurance	93,857	89,675	91,200	93,200	111,200
10.70.4560.00	Memberships & Subscriptions	590	320	1,500	900	1,500
10.70.4570.00	Miscellaneous	-	-	-	5,200	-
	Total Other Charges	95,593	92,919	97,200	102,300	117,200
	Capital - \$5,000/item min.					
10.70.4830.00	Equipment	1,072	7,567	13,500	9,000	-
10.70.4860.00	Vehicles	104,662	104,606	128,000	104,606	140,000
	Total Capital	105,734	112,173	141,500	113,606	140,000
Impact						
	Commodities					
10.70.4310.00	Computers & Software	-	-	-	-	4,500
	Total Commodities	-	-	-	-	4,500
	Contractual Services					
10.70.4135.00	Other Contractual Services	-	-	-	-	18,500
	Total Contractual Services	-	-	-	-	18,500
	Capital - \$5,000/item min.					
10.70.4860.00	Vehicles	-	-	-	-	50,000
10.70.4890.00	Other Improvements	-	-	-	-	150,000
	Total Capital	-	-	-	-	200,000
	Total Budget Request	3,184,497	2,494,438	3,765,193	3,706,059	4,878,580

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
10.80.4001.00	Salaries	58,518	91,600	124,500	119,500	117,000
10.80.4010.00	Payroll Taxes	4,266	6,864	9,650	9,650	9,100
10.80.4020.00	Unemployment Taxes	-	-	1,400	1,400	1,100
10.80.4025.00	Workers Compensation	1,869	6,767	4,000	8,000	4,500
10.80.4030.00	Group Insurance	7,200	14,180	26,860	26,860	22,600
10.80.4035.00	Retirement Contribution	5,261	7,987	7,100	9,280	14,300
	Total Personnel Services	77,114	127,398	173,510	174,690	168,600
	<u>New Personnel</u>					
10.80.4001.00	Salaries	-	-	-	-	336,600
10.80.4010.00	Payroll Taxes	-	-	-	-	26,600
10.80.4020.00	Unemployment Taxes	-	-	-	-	3,500
10.80.4025.00	Workers Compensation	-	-	-	-	6,800
10.80.4030.00	Group Insurance	-	-	-	-	116,500
10.80.4035.00	Retirement Contribution	-	-	-	-	40,500
	Total Personnel Services	-	-	-	-	530,500
	<u>Contractual Services</u>					
10.80.4122.00	Maintenance - Buildings	392	1,157	-	1,300	-
10.80.4125.00	Maintenance - Equipment	3,194	831	1,500	1,500	1,500
10.80.4130.00	Maintenance - Vehicles	21	-	750	250	-
10.80.4135.00	Other Contractual Services	3,630	3,570	2,800	4,200	1,200
10.80.4140.00	Postage	-	-	200	100	200
10.80.4145.00	Printing & Advertising	384	231	400	300	200
10.80.4160.00	Rents	1,477	-	2,500	2,000	2,500
10.80.4170.00	Telephone & Internet	7,045	5,474	7,020	8,400	9,300
10.80.4180.00	Travel & Training	377	-	1,000	500	750
	Total Contractual Services	16,519	11,263	16,170	18,550	15,650

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Commodities					
10.80.4310.00	Computers & Software	1,696	5,255	5,785	5,700	16,900
10.80.4330.00	Fuel & Lubricants	1,695	1,683	2,110	2,110	2,400
10.80.4385.00	Supplies - General	5,384	638	4,000	3,000	3,000
10.80.4390.00	Supplies - Janitorial	695	-	2,000	1,000	-
10.80.4400.00	Supplies - Office	762	900	1,500	1,000	9,250
10.80.4410.00	Supplies - Operational	1,656	1,026	3,000	1,425	3,000
	Total Commodities	11,888	9,502	18,395	14,235	34,550
	Other Charges					
10.80.4540.00	Insurance	5,644	297	6,000	1,000	11,100
10.80.4560.00	Memberships & Subscriptions	-	-	300	500	800
10.80.4570.00	Miscellaneous	4	4,895	-	5,400	-
	Total Other Charges	5,648	5,192	6,300	6,900	11,900
	Capital - \$5,000/item min.					
10.80.4810.00	Buildings	5,350	-	-	-	-
	Total Capital	5,350	-	-	-	-
	Total Budget Request	116,519	153,355	214,375	214,375	761,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Contractual Services</u>					
10.82.4122.00	Maintenance - Buildings	156,924	8,080	26,000	25,000	40,800
10.82.4125.00	Maintenance - Equipment	1,908	896	14,000	8,000	10,000
10.82.4127.00	Maintenance - Infrastructure	11,113	11,997	14,500	14,000	9,000
10.82.4135.00	Other Contractual Services	63,301	45,604	72,000	70,000	78,100
10.82.4150.00	Professional Services	1,396	-	2,500	2,500	3,250
10.82.4160.00	Rents	313	1,665	1,500	1,500	1,500
10.82.4190.00	Utilities	47,752	33,322	34,000	36,000	75,000
	Total Contractual Services	282,707	101,564	164,500	157,000	217,650
	<u>Commodities</u>					
10.82.4390.00	Supplies - Janitorial	2,058	526	6,000	3,000	3,000
10.82.4410.00	Supplies - Operational	7,744	3,610	6,500	3,000	3,000
	Total Commodities	9,802	4,136	12,500	6,000	6,000
	<u>Other Charges</u>					
10.82.4540.00	Insurance	18,500	15,513	20,800	20,800	24,600
	Total Other Charges	18,500	15,513	20,800	20,800	24,600
	<u>Capital - \$5,000/item min.</u>					
10.82.4810.00	Buildings	18,648	32,807	108,500	65,000	45,000
10.82.4830.00	Equipment	-	5,975	6,000	6,000	-
	Total Capital	18,648	38,782	114,500	71,000	45,000
	Total Budget Request	329,657	159,994	312,300	254,800	293,250

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	145,000	---	145,000
Totals	\$0	\$0	\$0	\$0	0	\$145,000	\$0	\$145,000

Total Cash Available								\$ 188,809
Ending Fund Balance								\$ 43,809
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CONSERVATION TRUST FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
30.01.3450.00	LOTTERY FUNDS	80,799	68,682	77,100	99,400	81,100
30.01.3960.00	INTEREST INCOME	461	24	100	100	50
	TOTAL FUND REVENUES	81,261	68,705	77,200	99,500	81,150
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					107,659
	TOTAL ANTICIPATED FUNDS AVAILABLE	81,261	68,705	77,200	99,500	188,809

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Capital - \$5,000/item min.					
30.90.4840.00	Infrastructure	73,102	-	-	-	145,000
	Total Capital	73,102	-	-	-	145,000
	Total Budget Request	73,102	-	-	-	145,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	478,900	469,800	72,150	16,700	1,037,550	1,547,000	1,190,000	-	3,774,550
Totals	\$ 478,900	\$ 469,800	\$ 72,150	\$ 16,700	\$ 1,037,550	\$ 1,547,000	\$ 1,190,000	\$ -	\$ 3,774,550

Total Cash Available

\$ 8,934,082

Ending Fund Balance

\$ 5,159,532

% of Total Budget

12.69%

12.45%

1.91%

0.44%

27.49%

40.99%

31.53%

0.00%

100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>PARKS AND OPEN SPACE FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
34.01.3225.00	FISHING LICENSES	790	900	-	900	500
34.01.3420.00	GRANTS	-	24,093	190,000	45,000	205,000
34.01.3470.00	LARIMER COUNTY OPEN SPACE	270,462	186,247	147,560	239,100	243,650
34.01.3532.00	PARK FEES - BUILDING PERMITS	184,500	79,500	75,000	81,000	75,000
34.01.3567.00	PARK RESERVATION FEES	380	890	250	890	400
34.01.3740.00	PARK & OS - IMPACT FEES	393,668	189,846	179,100	193,428	179,100
34.01.3940.00	CEMETERY LOT PURCHASE	51,041	40,316	17,000	40,316	17,000
34.01.3960.00	INTEREST INCOME	22,055	1,152	22,000	1,295	2,000
34.01.3970.00	MISCELLANEOUS	27,078	-	-	-	-
		<u>949,974</u>	<u>522,942</u>	<u>630,910</u>	<u>601,929</u>	<u>722,650</u>
34.01.3999.00	FROM WATER FUND	100,000	-	100,000	25,000	20,000
34.01.3999.00	FROM SEWER FUND	100,000	-	100,000	25,000	20,000
34.01.3999.00	FROM DRAINAGE	20,000	-	20,000	20,000	10,000
34.01.3999.00	FROM GENERAL FUND	-	-	-	-	1,112,000
	TOTAL FUND REVENUES	<u>1,169,974</u>	<u>522,942</u>	<u>850,910</u>	<u>671,929</u>	<u>1,884,650</u>
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					7,049,432
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>8,934,082</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
34.90.4001.00	Salaries	200,548	141,987	222,400	222,400	212,300
34.90.4002.00	Overtime	844	1,497	1,500	1,500	3,000
34.90.4010.00	Payroll Taxes	14,625	10,892	18,500	18,500	16,900
34.90.4020.00	Unemployment Taxes	-	-	2,200	2,200	3,000
34.90.4025.00	Workers Compensation	11,900	3,907	17,800	17,800	18,500
34.90.4030.00	Group Insurance	31,946	17,217	40,500	40,500	27,500
34.90.4035.00	Retirement Contribution	12,164	8,266	9,400	9,400	25,800
	Total Personnel Services	272,027	183,766	312,300	312,300	307,000
	<u>New Personnel Services</u>					
34.90.4001.00	Salaries	-	-	-	-	91,800
34.90.4002.00	Overtime	-	-	-	-	2,000
34.90.4010.00	Payroll Taxes	-	-	-	-	7,400
34.90.4020.00	Unemployment Taxes	-	-	-	-	2,200
34.90.4025.00	Workers Compensation	-	-	-	-	6,500
34.90.4030.00	Group Insurance	-	-	-	-	51,000
34.90.4035.00	Retirement Contribution	-	-	-	-	11,000
	Total Personnel Services	-	-	-	-	171,900
	<u>Contractual Services</u>					
34.90.4122.00	Maintenance - Buildings	472	695	8,000	4,500	8,000
34.90.4125.00	Maintenance - Equipment	2,389	5,684	10,000	7,500	8,000
34.90.4127.00	Maintenance - Infrastructure	25,482	28,429	128,000	103,000	98,000
34.90.4130.00	Maintenance - Vehicles	612	369	2,000	1,500	1,500
34.90.4135.00	Other Contractual Services	26,804	23,930	41,500	41,500	49,400
34.90.4140.00	Postage	-	-	100	100	100
34.90.4150.00	Professional Services	12,636	8,735	35,000	30,000	145,000
34.90.4170.00	Telephone & Internet	-	-	250	250	4,800
34.90.4180.00	Travel & Training	36	-	1,000	1,000	1,000
34.90.4190.00	Utilities	2,997	2,272	4,000	4,000	154,000
	Total Contractual Services	71,428	70,114	229,850	193,350	469,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Commodities</u>					
34.90.4300.00	Chemicals	16,279	25,836	17,000	24,700	25,700
34.90.4310.00	Computers & Software	-	-	1,160	1,160	4,200
34.90.4330.00	Fuel & Lubricants	10,927	9,486	8,200	8,200	11,000
34.90.4385.00	Supplies - General	805	716	3,000	2,000	2,500
34.90.4410.00	Supplies - Operational	15,124	3,180	23,000	13,000	23,000
34.90.4420.00	Supplies - Safety	816	145	2,500	1,500	1,500
34.90.4430.00	Supplies - Training	744	331	1,000	1,000	1,000
34.90.4440.00	Supplies - Vehicles	-	40	1,000	1,000	1,000
34.90.4460.00	Uniforms	764	-	1,100	1,100	2,250
	Total Commodities	45,458	39,734	57,960	53,660	72,150
	<u>Other Charges</u>					
34.90.4540.00	Insurance	5,697	1,901	4,300	4,300	6,700
34.90.4570.00	Miscellaneous	-	-	10,000	10,000	10,000
	Total Other Charges	5,697	1,901	14,300	14,300	16,700
	<u>Capital - \$5,000/item min.</u>					
34.90.4830.00	Equipment	108,932	34,728	25,000	35,100	20,000
34.90.4840.00	Infrastructure	101,545	77,665	1,215,000	300,000	1,482,000
34.90.4860.00	Vehicles	-	-	-	-	45,000
	Total Capital	210,476	112,393	1,240,000	335,100	1,547,000
	<u>Impact</u>					
	<u>Capital - \$5,000/item min.</u>					
34.90.4840.00	Infrastructure	-	-	-	-	1,190,000
	Total Capital	-	-	-	-	1,190,000
	Total Budget Request	605,086	407,908	1,854,410	908,710	3,774,550

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STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	674,600	2,723,800	181,100	19,900	3,599,400	2,769,000	-	-	6,368,400
Totals	\$ 674,600	\$ 2,723,800	\$ 181,100	\$ 19,900	\$ 3,599,400	\$ 2,769,000	\$ -	\$ -	\$ 6,368,400

Total Cash Available

\$ 17,461,772

Ending Fund Balance

\$ 11,093,371

% of Total Budget

10.59%

42.77%

2.84%

0.31%

56.52%

43.48%

0.00%

0.00%

100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>STREET AND ALLEY FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
36.01.3120.00	SALES TAXES - GENERAL	707,560	898,491	1,020,000	1,213,800	1,114,600
36.01.3124.01	USE TAXES - BUILDINGS	92,360	263,287	150,000	268,750	150,000
36.01.3124.00	SALES & USE TAXES - VEHICLES	1,704,440	1,447,707	724,500	1,451,320	911,000
36.01.3140.00	SPECIFIC OWNERSHIP TAXES	598,736	350,542	440,000	440,000	440,000
36.01.3176.00	HIGHWAY USERS TAXES	463,677	393,863	463,100	463,100	535,000
36.01.3420.00	GRANTS	1,000,000	66,667	1,066,666	66,667	566,667
36.01.3430.00	ROAD & BRIDGE - WELD	127,236	82,865	59,000	82,865	59,000
36.01.3435.00	ROAD & BRIDGE - LARIMER	95,551	46,257	82,000	46,257	82,000
36.01.3580.00	VEHICLE REGISTRATION FEES	63,789	43,295	40,800	44,595	40,800
36.01.3585.00	STREET MAINTENANCE FEE	92,742	-	-	-	0
36.01.3590.00	TRASH COLLECTION FEES	717,070	573,718	715,477	744,722	881,000
36.01.3790.00	TRANSPORTATION FACILITY DEVELOPMENT FEE - IMPACT	1,829,529	1,145,359	416,550	1,153,690	416,550
36.01.3792.00	TRAFFIC SIGNAL IMPACT FEE	2,789	5,429	4,000	5,429	4,000
36.01.3793.00	TRAFFIC SIGNAL - DEV SHARE	92,750	50,000	-	50,000	0
36.01.3960.00	INTEREST	54,772	2,840	28,000	2,840	2,000
36.01.3970.00	MISCELLANEOUS	427,167	653	-	653	0
36.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	19,694	-	-	-	0
36.01.3999.00	TRANSFER IN	2,698,869	-	-	-	0
SUBTOTAL		10,788,731	5,370,972	5,210,093	6,034,688	5,202,617
TOTAL FUND REVENUES		10,788,731	5,370,972	5,210,093	6,034,688	5,202,617
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						12,259,155
TOTAL ANTICIPATED FUNDS AVAILABLE						17,461,772
RESTRICTED FOR TRANS. IMPACT BAL (AS OF 12/2020):				1,599,588		
<i>Less 2021 Budgeted Expenses:</i>						
Twin Silos Reimbursement				(144,000)		
Charlotte design				(350,000)		
Embankment mower				(44,000)		
Digital signals				(25,000)		
Plow truck				(150,000)		
Estes project				(800,000)		
RESTRICTED FOR TRANS. IMPACT ONLY (AS OF 12/2020)				86,588		

	<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>STREET AND ALLEY FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
RESTRICTED FOR IMPACT ONLY - SIGNALS (AS OF 12/2020)			269,729		

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
36.90.4001.00	Salaries	213,777	174,035	301,760	301,760	301,900
36.90.4002.00	Overtime	1,069	2,432	6,000	6,000	6,000
36.90.4010.00	Payroll Taxes	15,855	13,333	23,100	23,100	23,800
36.90.4020.00	Unemployment Taxes	-	-	2,800	2,800	2,900
36.90.4025.00	Workers Compensation	10,702	8,134	18,500	18,500	19,200
36.90.4030.00	Group Insurance	36,923	24,561	45,500	45,500	79,600
36.90.4035.00	Retirement Contribution	14,023	11,031	14,100	14,100	36,600
	Total Personnel Services	292,349	233,526	411,760	411,760	470,000
	<u>New Personnel</u>					
36.90.4001.00	Salaries	-	-	-	-	104,200
36.90.4002.00	Overtime	-	-	-	-	2,000
36.90.4010.00	Payroll Taxes	-	-	-	-	8,100
36.90.4020.00	Unemployment Taxes	-	-	-	-	2,900
36.90.4025.00	Workers Compensation	-	-	-	-	16,500
36.90.4030.00	Group Insurance	-	-	-	-	57,400
36.90.4035.00	Retirement Contribution	-	-	-	-	13,500
	Total New Personnel	-	-	-	-	204,600
	<u>Contractual Services</u>					
36.90.4125.00	Maintenance - Equipment	10,336	18,751	20,000	20,000	27,500
36.90.4127.00	Maintenance - Infrastructure	393,049	274,585	840,000	840,000	1,320,000
36.90.4130.00	Maintenance - Vehicles	5,474	5,811	12,000	10,000	10,000
36.90.4135.00	Other Contractual Services	821,946	541,712	944,800	944,800	832,200
36.90.4140.00	Postage	-	50	300	200	1,000
36.90.4145.00	Printing & Advertising	325	50	3,000	3,000	4,000
36.90.4150.00	Professional Services	605	83,146	352,000	352,000	215,000
36.90.4160.00	Rents	1,801	2,173	5,000	5,000	5,500
36.90.4170.00	Telephone & Internet	3,142	2,119	4,540	4,540	3,600
36.90.4180.00	Travel & Training	1,140	1,442	5,000	2,500	5,000
36.90.4190.00	Utilities	319,407	191,928	295,000	295,000	300,000
	Total Contractual Services	1,557,224	1,121,767	2,481,640	2,477,040	2,723,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Commodities</u>					
36.90.4300.00	Chemicals	58,256	20,305	50,000	50,000	55,000
36.90.4310.00	Computers & Software	1,214	1,518	3,550	3,550	18,500
36.90.4330.00	Fuel & Lubricants	17,415	23,636	20,000	30,000	30,000
36.90.4385.00	Supplies - General	8,725	2,624	12,000	8,000	10,000
36.90.4400.00	Supplies - Office	818	100	600	350	350
36.90.4410.00	Supplies - Operational	11,830	24,882	27,000	30,000	35,000
36.90.4420.00	Supplies - Safety	6,953	864	10,000	10,000	10,000
36.90.4430.00	Supplies - Training	31	-	150	150	250
36.90.4440.00	Supplies - Vehicles	4,517	3,254	20,000	20,000	20,000
36.90.4460.00	Uniforms	929	520	2,500	2,000	2,000
	Total Commodities	110,688	77,702	145,800	154,050	181,100
	<u>Other Charges</u>					
36.90.4540.00	Insurance	7,091	9,820	7,800	9,820	17,400
36.90.4560.00	Memberships & Subscriptions	325	-	400	400	500
36.90.4570.00	Miscellaneous	6,842	-	2,000	1,000	2,000
	Total Other Charges	14,259	9,820	10,200	11,220	19,900
	<u>Capital - \$5,000/item min.</u>					
36.90.4830.00	Equipment	44,080	43,844	69,000	69,000	-
36.90.4840.00	Infrastructure	88,781	35,637	800,000	400,000	2,650,000
36.90.4860.00	Vehicles	248,864	-	150,000	120,000	119,000
36.90.4890.00	Other Improvements	8,300,036	-	-	-	-
	Total Capital	8,681,761	79,481	1,019,000	589,000	2,769,000
	Total Budget Request	10,656,281	1,522,296	4,068,400	3,643,070	6,368,400

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CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	11,500	-	-	11,500	7,100,000	-	7,111,500
Totals	\$ -	\$ 11,500	\$ -	\$ -	\$ 11,500	\$ 7,100,000	\$ -	\$ 7,111,500
Total Cash Available								\$ 13,825,078
Ending Fund Balance								\$ 6,713,578
% of Total Budget	0.00%	0.16%	0.00%	0.00%	0.16%	99.84%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CAPITAL PROJECT FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
38.01.3120.00	SALES TAX REVENUES	606,058	-	-	-	-
38.01.3122.01	USE TAX REVENUES - BUILDINGS	570,463	411,945	111,940	417,820	240,000
38.01.3960.00	INTEREST	71,389	3,806	36,000	4,000	4,500
38.01.3985.00	REIMBURSED EXPENSES	-	-	-	-	-
38.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	114,706	-	-	-	-
38.01.3999.00	TRANSFERS TO TAX FUND	(59,895)		(85,100)	(100,000)	(60,000)
	SUBTOTAL	1,302,720	415,751	62,840	321,820	184,500
	TOTAL FUND REVENUES	1,302,720	415,751	62,840	321,820	184,500
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					13,640,578
	TOTAL ANTICIPATED FUNDS AVAILABLE					13,825,078

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Contractual Services</u>					
38.90.4135.00	Other Contractual Services	8,355	4,856	10,200	10,200	11,500
	Total Contractual Services	8,355	4,856	10,200	10,200	11,500
	<u>Capital - \$5,000/item min.</u>					
38.90.4840.00	Infrastructure	50,201	27,878	4,400,000	600,000	7,100,000
	Total Capital	50,201	27,878	4,400,000	600,000	7,100,000
	Total Budget Request	58,556	32,734	4,410,200	610,200	7,111,500

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TAX ALLOCATION EXPENSE SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Tax Allocation	-	-	-	645,050	645,050	-	-	645,050
Totals	\$ -	\$ -	\$ -	\$ 645,050	\$ 645,050	\$ -	\$ -	\$ 645,050
Total Cash Available								\$ 645,050
Ending Fund Balance								\$ (0)
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

	<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
		<u>Actuals</u>	<u>Budget</u>		
<u>TAX ALLOCATION FUND REVENUES</u>					
TRANSFERS IN:					
60.01.3120.00 TAX SHARING	463,542	382,483	439,900	625,000	645,000
60.01.3960.00 INTEREST	-	-	100	50	50
	-	-	-	-	-
	463,542	382,483	440,000	625,050	645,050
TOTAL FUND REVENUES	463,542	382,483	440,000	625,050	645,050
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					(0)
TOTAL ANTICIPATED FUNDS AVAILABLE					645,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Other Charges</u>					
60.90.4570.00	Miscellaneous	463,542	382,483	440,000	721,001	645,050
	Total Other Charges	463,542	382,483	440,000	721,001	645,050
	<u>Transfers</u>					
60.90.4999.00	Transfer Out		-			
	Total Transfers Out	-	-	-	-	-
	Total Budget Request	463,542	382,483	440,000	721,001	645,050

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WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Water Fund	654,750	1,942,600	1,477,400	747,550	4,822,300	20,910,280	-	25,732,580
Totals	\$ 654,750	\$ 1,942,600	\$ 1,477,400	\$ 747,550	\$ 4,822,300	\$ 20,910,280	\$ -	\$ 25,732,580
Total Cash Available								\$ 64,105,749
Ending Fund Balance								\$ 38,373,169
% of Total Budget	2.54%	7.55%	5.74%	2.91%	18.74%	81.26%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>WATER FUND REVENUES</u>	<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
70.01.3440.00	GRANTS	-	-	325,000	325,000	-
70.01.3810.00	SALES OF POTABLE WATER	3,254,914	3,297,008	2,884,500	3,608,000	3,600,000
70.01.3815.00	SALES OF NONPOTABLE WATER	70,021	-	-	-	3,700
70.01.3820.00	WATER TAP FEE	1,091,454	1,246,957	965,550	1,300,000	1,006,050
70.01.3825.00	RAW WATER DEVELOPMENT FEE	953,834	1,065,536	816,294	1,123,765	850,650
70.01.3840.00	HYDRANT/BULK WATER	50,717	439,571	18,000	442,500	235,000
70.01.3845.00	WATER LEASE	6,001	10,650	1,500	11,650	11,650
70.01.3850.00	WATER SHARE FEES	61,395	1,900	-	2,900	2,400
70.01.3852.00	WATER METER FEE	45,644	87,023	15,000	92,456	40,500
70.01.3920.00	CAPITAL/DEVELOPER CONTRIBUTIONS	-	8,160,000	-	8,160,000	-
70.01.3960.00	INTEREST INCOME	103,029	5,599	95,000	6,500	6,900
70.01.3970.00	MISCELLANEOUS	363,529	138,379	125,000	138,900	125,000
70.01.3985.00	REFUND OF EXPENDITURES	3,220	10,421	-	10,421	-
70.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	111,960	-	-	-	-
70.01.3999.00	TRANSFER IN	-	-	5,000,000	-	40,000,000
	SUBTOTAL	6,115,719	14,463,044	10,245,844	15,222,092	45,881,850
	TOTAL FUND REVENUES	6,115,719	14,463,044	10,245,844	15,222,092	45,881,850
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					26,383,899
	LESS CONTRIBUTED CAPITAL					(8,160,000)
	TOTAL ANTICIPATED FUNDS AVAILABLE				\$	64,105,749

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	101,987	72,294	103,650	103,650	103,200
70.12.4002.00	Overtime	53	331	500	500	500
70.12.4005.00	Compensated Absences	-	-		-	-
70.12.4010.00	Payroll Taxes	6,973	5,413	7,900	7,900	7,950
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,100
70.12.4025.00	Workers Compensation	102	81	2,900	2,900	2,850
70.12.4030.00	Group Insurance	16,779	15,006	22,300	22,300	23,950
70.12.4035.00	Retirement Contribution	7,144	5,132	6,950	6,950	12,300
	Total Personnel Services	133,037	98,257	145,300	145,300	151,850
	Contractual Services					
70.12.4110.00	Billing & Administrative	100,000	-	100,000	20,000	20,000
70.12.4135.00	Other Contractual Services	50,512	29,043	34,500	34,500	58,900
70.12.4140.00	Postage	635	22	1,200	1,200	1,000
70.12.4145.00	Printing & Advertising	10,032	11,333	15,500	15,500	15,500
70.12.4150.00	Professional Services	-	-	2,400	2,400	2,000
	Total Contractual Services	161,179	40,398	153,600	73,600	97,400
	Other Charges					
70.12.4570.00	Miscellaneous		-	386,400	386,400	179,400
	Total Other Charges	-	-	386,400	386,400	179,400
	Administrative Costs Total	294,215	138,655	685,300	605,300	428,650
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	304,261	255,012	366,800	366,800	131,800
70.90.4002.00	Overtime	10,680	14,269	11,000	16,000	3,000
70.90.4005.00	Compensated Absences	6,908	-	6,000	6,000	2,500
70.90.4010.00	Payroll Taxes	23,079	19,938	28,700	28,700	10,700
70.90.4020.00	Unemployment Taxes	-	-	3,900	3,900	2,100
70.90.4025.00	Workers Compensation	8,802	8,329	18,100	18,100	7,000
70.90.4030.00	Group Insurance	73,916	58,636	80,350	80,350	43,200
70.90.4035.00	Retirement Contribution	13,855	12,860	16,700	16,700	16,000
	Total Personnel Services	441,503	369,044	531,550	536,550	216,300

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>New Personnel</u>					
70.90.4001.00	Salaries	-	-	-	-	166,600
70.90.4002.00	Overtime	-	-	-	-	2,000
70.90.4010.00	Payroll Taxes	-	-	-	-	13,500
70.90.4020.00	Unemployment Taxes	-	-	-	-	4,700
70.90.4025.00	Workers Compensation	-	-	-	-	15,700
70.90.4030.00	Group Insurance	-	-	-	-	63,800
70.90.4035.00	Retirement Contribution	-	-	-	-	20,300
	Total Personnel Services	-	-	-	-	286,600
	<u>Contractual Services</u>					
70.90.4122.00	Maintenance - Buildings	6,543	60,310	46,000	71,300	25,000
70.90.4125.00	Maintenance - Equipment	90,102	95,008	94,000	100,000	130,000
70.90.4127.00	Maintenance - Infrastructure	517,321	71,678	89,000	89,000	245,000
70.90.4130.00	Maintenance - Vehicles	6,221	2,327	5,000	5,000	5,300
70.90.4135.00	Other Contractual Services	152,262	138,507	126,500	149,000	781,500
70.90.4150.00	Professional Services	196,722	100,419	150,000	130,000	170,000
70.90.4170.00	Telephone & Internet	5,263	4,546	5,480	5,500	6,900
70.90.4180.00	Travel & Training	3,791	4,479	5,000	5,000	3,500
70.90.4190.00	Utilities	225,975	142,485	220,000	220,000	253,000
70.90.4195.00	Water Assessments	140,483	151,339	200,000	200,000	225,000
	Total Contractual Services	1,344,682	771,098	940,980	974,800	1,845,200
	<u>Commodities</u>					
70.90.4300.00	Chemicals	203,162	278,963	135,000	295,000	1,196,000
70.90.4310.00	Computers & Software	178	1,518	4,900	2,400	59,000
70.90.4330.00	Fuel & Lubricants	10,490	8,554	12,000	12,000	10,000
70.90.4340.00	Hydrants	11,368	4,603	15,000	8,000	10,000
70.90.4385.00	Supplies - General	5,618	8,612	14,000	14,000	14,000
70.90.4390.00	Supplies - Janitorial	679	-	1,300	1,000	1,000
70.90.4395.00	Supplies - Lab	13,080	12,617	18,000	18,000	20,000
70.90.4410.00	Supplies - Operational	67,855	30,491	60,000	50,000	60,000
70.90.4420.00	Supplies - Safety	2,294	1,868	3,000	3,000	3,000
70.90.4430.00	Supplies - Training	16	-	1,500	1,000	1,500
70.90.4440.00	Supplies - Vehicles	212	481	2,000	1,500	1,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
70.90.4460.00	Uniforms	3,041	315	3,200	3,000	1,400
70.90.4480.00	Water Meters	88,738	70,567	110,000	100,000	100,000
	Total Commodities	406,731	418,589	379,900	508,900	1,477,400
	Other Charges					
70.90.4515.00	Depreciation	356,431	267,323	410,000	410,000	425,000
70.90.4540.00	Insurance	34,190	40,345	51,543	51,543	62,400
70.90.4560.00	Memberships& Subscriptions	559	35	1,000	750	750
70.90.4570.00	Miscellaneous	63,670	191,480	75,000	200,000	80,000
	Total Other Charges	454,850	499,183	537,543	662,293	568,150
	Capital - \$5,000/item min.					
70.90.4830.00	Equipment	-	-	-	-	831,280
70.90.4840.00	Infrastructure	-	2,703,513	18,735,000	6,000,000	19,640,000
70.90.4860.00	Vehicles	-	-	-	-	89,000
70.90.4880.00	Water Shares	-	553,477	500,000	553,477	350,000
	Total Capital	-	3,256,990	19,235,000	6,553,477	20,910,280
	Total Budget Request	2,941,980	5,453,559	22,310,273	9,841,320	25,732,580

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Sewer Fund	485,050	1,376,250	302,150	317,400	2,480,850	49,189,000	1,953,150	53,623,000
Totals	\$ 485,050	\$ 1,376,250	\$ 302,150	\$ 317,400	\$ 2,480,850	\$ 49,189,000	\$ 1,953,150	\$ 53,623,000
Total Cash Available								\$ 57,413,779
Ending Fund Balance								\$ 3,790,779
% of Total Budget	0.90%	2.57%	0.56%	0.59%	4.63%	91.73%	3.64%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>SEWER FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
72.01.3410.00	GRANT	-	1,910,007	-	1,910,006	1,900,000
72.01.3775.00	SEWER - REGIONAL IMPACT FEE	-	788,500	400,000	788,500	902,500
72.01.3870.00	SEWER CHARGES	2,130,323	2,001,960	2,123,500	2,660,000	2,984,000
72.01.3880.00	SEWER TAP FEES	723,350	912,840	792,000	929,340	1,494,240
72.01.3960.00	INTEREST	15,626	2,581	7,200	2,980	1,200
72.01.3970.00	MISCELLANEOUS	16,521	19,248	2,000	19,248	15,000
72.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	74,747	-	-	-	-
72.01.3980.00	PROCEEDS FROM ISSUANCE OF BONDS	-	56,000,000	54,450,000	56,000,000	-
	SUBTOTAL	<u>2,960,567</u>	<u>61,635,136</u>	<u>57,774,700</u>	<u>62,310,074</u>	<u>7,296,940</u>
	TOTAL FUND REVENUES	<u>2,960,567</u>	<u>61,635,136</u>	<u>57,774,700</u>	<u>62,310,074</u>	<u>7,296,940</u>
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					50,116,839
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>57,413,779</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
Administrative Costs						
Personnel Services						
72.12.4001.00	Salaries	99,544	71,170	103,650	103,650	103,200
72.12.4002.00	Overtime	46	306	500	500	500
72.12.4010.00	Payroll Taxes	6,799	5,331	7,900	7,900	7,950
72.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,100
72.12.4025.00	Workers Compensation	98	80	2,900	2,900	2,850
72.12.4030.00	Group Insurance	16,131	14,469	22,300	22,300	23,950
72.12.4035.00	Retirement Contribution	7,042	5,082	6,950	6,950	12,300
	Total Personnel Services	129,660	96,438	145,300	145,300	151,850
Contractual Services						
72.12.4110.00	Billing & Administrative	100,000	-	100,000	20,000	20,000
72.12.4135.00	Other Contractual Services	40,426	25,705	30,300	30,300	55,700
72.12.4140.00	Postage	-	-	1,100	1,100	1,000
72.12.4145.00	Printing & Advertising	10,032	4,340	15,500	15,500	15,500
	Total Contractual Services	150,458	30,045	146,900	66,900	92,200
Other Charges						
72.12.4570.00	Miscellaneous	-	-	15,000	15,000	-
	Total Other Charges	-	-	15,000	15,000	-
	Total Administrative Costs	280,118	126,483	307,200	227,200	244,050
Operational Costs						
Personnel Services						
72.90.4001.00	Salaries	250,425	178,961	335,300	335,300	23,400
72.90.4002.00	Overtime	9,334	7,475	11,000	11,000	1,000
72.90.4005.00	Compensated Absences	2,754	-	6,000	6,000	1,500
72.90.4010.00	Payroll Taxes	19,152	13,919	26,250	26,250	2,000
72.90.4020.00	Unemployment Taxes	-	-	3,700	3,700	500
72.90.4025.00	Workers Compensation	7,202	4,130	18,100	18,100	5,500
72.90.4030.00	Group Insurance	59,183	39,432	74,150	74,150	9,800
72.90.4035.00	Retirement Contribution	11,569	9,285	15,400	15,400	2,900
	Total Personnel Services	359,619	253,202	489,900	489,900	46,600
New Personnel						
72.90.4001.00	Salaries	-	-	-	-	166,600

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
72.90.4002.00	Overtime	-	-	-	-	2,000
72.90.4010.00	Payroll Taxes	-	-	-	-	13,500
72.90.4020.00	Unemployment Taxes	-	-	-	-	4,700
72.90.4025.00	Workers Compensation	-	-	-	-	15,700
72.90.4030.00	Group Insurance	-	-	-	-	63,800
72.90.4035.00	Retirement Contribution	-	-	-	-	20,300
	Total New Personnel	-	-	-	-	286,600
	Contractual Services					
72.90.4122.00	Maintenance - Buildings	4,745	2,643	10,000	10,000	7,500
72.90.4125.00	Maintenance - Equipment	41,360	45,198	100,000	75,000	100,000
72.90.4127.00	Maintenance - Infrastructure	56,222	433,059	460,000	460,000	220,000
72.90.4130.00	Maintenance - Vehicles	2,061	839	3,000	1,500	1,500
72.90.4135.00	Other Contractual Services	158,008	98,666	195,000	175,000	656,500
72.90.4140.00	Postage	11	50	150	150	150
72.90.4145.00	Printing & Advertising	-	50	150	400	300
72.90.4150.00	Professional Services	64,954	17,468	10,000	10,000	40,000
72.90.4160.00	Rents	7,763	1,378	5,000	5,000	5,000
72.90.4170.00	Telephone & Internet	12,579	9,452	9,050	12,700	4,100
72.90.4180.00	Travel & Training	674	4,415	3,500	4,500	1,500
72.90.4190.00	Utilities	213,791	178,334	225,000	225,000	247,500
	Total Contractual Services	562,169	791,552	1,020,850	979,250	1,284,050
	Commodities					
72.90.4300.00	Chemicals	149,484	110,314	145,000	145,000	225,000
72.90.4310.00	Computers & Software	178	709	3,210	1,500	5,000
72.90.4330.00	Fuel & Lubricants	12,962	14,990	13,000	17,000	13,000
72.90.4380.00	Supplies - Buildings	2,080	-	3,000	3,000	3,500
72.90.7385.00	Supplies - General	2,781	1,337	5,000	4,500	10,000
72.90.4390.00	Supplies - Janitorial	62	33	1,500	750	1,500
72.90.4395.00	Supplies - Lab	724	1,262	10,000	3,500	20,000
72.90.4400.00	Supplies - Office	-	-	250	150	250
72.90.4410.00	Supplies - Operational	19,558	3,865	50,000	15,000	15,000
72.90.4420.00	Supplies - Safety	1,398	1,254	1,500	1,800	4,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
72.90.4430.00	Supplies - Training	16	-	1,500	1,000	1,500
72.90.4440.00	Supplies - Vehicles	121	670	2,000	1,500	2,000
72.90.4460.00	Uniforms	251	-	2,000	2,000	1,400
	Total Commodities	189,616	134,434	237,960	196,700	302,150
	<u>Other Charges</u>					
72.90.4515.00	Depreciation	225,460	169,095	235,000	235,000	245,000
72.90.4540.00	Insurance	22,543	47,821	49,943	49,943	61,900
72.90.4560.00	Memberships & Subscriptions	-	-	500	250	500
72.90.4570.00	Miscellaneous	9,330	-	15,000	10,000	10,000
	Total Other Charges	257,333	216,916	300,443	295,193	317,400
	<u>Capital - \$5,000/item min.</u>					
72.90.4810.00	Buildings	-	137,458	8,000,000	6,000,000	20,000,000
72.90.4830.00	Equipment	16,350	4,527	183,500	33,500	-
72.90.4840.00	Infrastructure	277,404	3,898,880	17,203,100	12,350,000	29,100,000
72.90.4860.00	Vehicles	-	-	-	-	89,000
	Total Capital	293,754	4,040,865	25,386,600	18,383,500	49,189,000
	<u>Debt Service</u>					
72.90.4900.00	Principal	-	-	541,268	-	-
72.90.4950.00	Interest	-	-	906,801	488,288	1,953,150
72.90.4995.00	Cost of Issuance	-	-	550,000	550,000	-
	Total Debt Service	-	-	1,998,069	1,038,288	1,953,150
	Total Budget Request	1,942,608	5,563,453	29,741,022	21,610,031	53,623,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	325,875	162,790	17,400	14,800	520,865	480,000	-	1,000,865
Totals	\$ 325,875	\$ 162,790	\$ 17,400	\$ 14,800	\$ 520,865	\$ 480,000	\$ -	\$ 1,000,865

Total Cash Available

\$ 1,925,753

Ending Fund Balance

\$ 924,888

% of Total Budget	32.56%	16.26%	1.74%	1.48%	52.04%	47.96%	0.00%	100.00%
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		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>DRAINAGE FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
74.01.3720.00	DRAINAGE IMPACT FEE	321,949	266,402	75,000	266,402	110,000
74.01.3860.00	DRAINAGE CHARGES	459,460	356,567	457,200	474,863	475,900
74.01.3960.00	INTEREST	11,833	817	5,400	1,000	1,000
74.01.3970.00	MISCELLANEOUS	343	-	-	-	-
74.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	17,853	-	-	-	-
	SUBTOTAL	811,439	623,786	537,600	742,265	586,900
	TOTAL FUND REVENUES	811,439	623,786	537,600	742,265	586,900
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					1,338,853
	TOTAL ANTICIPATED FUNDS AVAILABLE					1,925,753

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
Administrative Costs						
	Personnel Services					
74.12.4001.00	Salaries	74,858	50,071	68,300	68,300	78,900
74.12.4002.00	Overtime	20	150	500	500	500
74.12.4010.00	Payroll Taxes	5,123	3,762	5,300	5,300	6,400
74.12.4020.00	Unemployment Taxes	-	-	750	750	1,050
74.12.4025.00	Workers Compensation	76	56	2,500	2,500	2,875
74.12.4030.00	Group Insurance	11,610	9,632	13,300	13,300	17,900
74.12.4035.00	Retirement Contribution	5,296	3,635	4,900	4,900	9,400
	Total Personnel Services	96,983	67,306	95,550	95,550	117,025
	Contractual Services					
74.12.4110.00	Billing & Administrative	20,000		20,000	20,000	10,000
74.12.4135.00	Other Contractual Services	10,599	11,783	17,600	17,600	20,840
74.12.4140.00	Postage	-	-	500	500	500
74.12.4145.00	Printing & Advertising	6,688	2,893	10,600	10,600	8,400
	Total Contractual Services	37,287	14,676	48,700	48,700	39,740
	Total Administrative Costs	134,270	81,982	144,250	144,250	156,765
	Operational Costs					
	Personnel Services					
74.90.4001.00	Salaries	109,367	66,517	116,100	116,100	80,100
74.90.4002.00	Overtime	398	807	4,000	4,000	4,000
74.12.4005.00	Compensated Absences	6,851	-	6,000	6,000	5,200
74.90.4010.00	Payroll Taxes	8,346	5,167	9,100	9,100	6,500
74.90.4020.00	Unemployment Taxes	-	-	1,150	1,150	1,100
74.90.4025.00	Workers Compensation	4,240	2,437	14,000	14,000	12,000
74.90.4030.00	Group Insurance	17,668	6,961	22,750	22,750	22,100
74.90.4035.00	Retirement Contribution	7,215	4,693	5,900	5,900	9,900
	Total Personnel Services	154,084	86,582	179,000	179,000	140,900
	New Personnel					
74.90.4001.00	Salaries	-	-	-	-	36,200
74.90.4002.00	Overtime	-	-	-	-	1,000
74.90.4010.00	Payroll Taxes	-	-	-	-	2,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
74.90.4020.00	Unemployment Taxes	-	-	-	-	2,100
74.90.4025.00	Workers Compensation	-	-	-	-	2,350
74.90.4030.00	Group Insurance	-	-	-	-	19,200
74.90.4035.00	Retirement Contribution	-	-	-	-	4,300
	Total New Personnel	-	-	-	-	67,950
	Contractual Services					
74.90.4125.00	Maintenance - Equipment	-	1,385	2,500	2,500	2,500
74.90.4127.00	Maintenance - Infrastructure	59,983	7,500	60,000	20,000	35,000
74.90.4130.00	Maintenance - Vehicles	-	-	1,000	1,000	1,000
74.90.4140.00	Postage	-	50	50	50	50
74.90.4145.00	Printing & Advertising	-	50	300	300	300
74.90.4150.00	Professional Services	-	-	40,000	20,000	80,000
74.90.4160.00	Rents	-	-	1,000	1,000	1,000
74.90.4170.00	Telephone & Internet	854	541	1,250	1,250	1,200
74.90.4180.00	Travel & Training	774	1,747	1,500	1,500	2,000
	Total Contractual Services	61,611	11,273	107,600	47,600	123,050
	Commodities					
74.90.4310.00	Computers & Software	-	-	980	980	1,500
74.90.4330.00	Fuel & Lubricants	-	977	750	750	7,000
74.90.4385.00	Supplies - General	-	-	1,000	1,000	1,000
74.90.4410.00	Supplies - Operational	-	-	3,000	3,000	3,000
74.90.4420.00	Supplies - Safety	-	-	3,000	3,000	3,000
74.90.4430.00	Supplies - Training	-	-	500	500	500
74.90.4440.00	Supplies - Vehicles	-	-	500	500	500
74.90.4460.00	Uniforms	500	90	600	600	900
	Total Commodities	500	1,067	10,330	10,330	17,400
	Other Charges					
74.90.4515.00	Depreciation	5,752	4,314	8,500	8,500	9,500
74.90.4540.00	Insurance	5,319	1,599	3,700	3,700	5,300
74.90.4560.00	Memberships & Subscriptions	-	-	300	300	-

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
74.90.4570.00	Miscellaneous	-	-	500	500	-
	Total Other Charges	11,070	5,913	13,000	13,000	14,800
	Capital - \$5,000/item min.					
74.90.4840.00	Infrastructure	-	47,647	2,168,750	2,468,750	400,000
74.90.4860.00	Vehicles	-	-	-	-	80,000
	Total Capital	-	47,647	2,168,750	2,468,750	480,000
	Total Budget Request	361,536	234,465	2,622,930	2,862,930	1,000,865

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Available								\$ 165,374
Ending Fund Balance								\$ 165,374
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
		<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CEMETERY PERPETUAL FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
80.01.3940.00	CEMETERY LOT PURCHASE	10,299	7,115	900	15,700	5,000
80.01.3960.00	INTEREST INCOME	916	48	400	60	60
	SUBTOTAL	11,216	7,163	1,300	15,760	5,060
	TOTAL FUND REVENUES	11,216	7,163	1,300	15,760	5,060
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					160,314
	TOTAL ANTICIPATED FUNDS AVAILABLE					165,374

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Contractual Services</u>					
80.90.4150.00	Professional Services	-	-	-		
	Total Contractual Services	-	-	-	-	-
	<u>Other Charges</u>					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	<u>Transfers</u>					
80.90.4999.00	Transfers Out	-	-	-		
	Total Trasfers Out	-	-	-	-	-
	<u>Capital - \$5,000/item min.</u>					
80.90.4840.00	Infrastructure	-	-	-		
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	533,000	677,000	250,000	12,000	1,472,000	-	-	1,472,000
Totals	\$ 533,000	\$ 677,000	\$ 250,000	\$ 12,000	\$ 1,472,000	\$ -	\$ -	\$ 1,472,000

Total Cash Available

\$ 8,740,474

Ending Fund Balance

\$ 7,268,474

% of Total Budget

0.00%

0.00%

0.00%

0.00%

0.00%

0.00%

0.00%

0.00%

		<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
	<u>LIBRARY FUND</u>	<u>Actual</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
92.01.3730.00	LIBRARY FACILITIES FEE	354,444	176,792	215,000	215,000	215,000
92.01.3953.00	DONATION	3,000	394	3,500	3,500	3,500
92.01.3960.00	INTEREST INCOME	27,948	1,877	60,000	60,000	5,000
92.01.3970.00	MISCELLANEOUS	300,138	1,787	7,500	7,500	7,500
92.01.3985.00	WELD LIBRARY DIST.	827,171	550,267	703,095	703,095	488,959
92.01.3999.00	TRANSFERS IN - TOJ	659,826	784,398	1,137,657	1,318,443	1,140,000
	SUBTOTAL	2,172,528	1,515,515	2,126,752	2,307,538	1,859,959
	TOTAL FUND REVENUES	2,172,528	1,515,515	2,126,752	2,307,538	1,859,959
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					6,880,515
	TOTAL ANTICIPATED FUNDS AVAILABLE				\$ 8,740,474	

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Personnel Services</u>					
92.90.4001.00	Salaries	263,725	224,665	453,000	353,000	533,000
92.90.4010.00	Payroll Taxes	20,013	17,531	-	-	-
92.90.4025.00	Workers Compensation	362	255	-	-	-
	Total Personnel Services	284,100	242,451	453,000	353,000	533,000
	<u>Contractual Services</u>					
92.90.4122.00	Maintenance - Buildings	51,889	27,118	380,000	220,000	580,000
92.90.4145.00	Printing & Advertising	19,067	11,534	32,000	30,000	32,000
92.90.4150.00	Professional Services	1,184	148	10,000	1,000	10,000
92.90.4170.00	Telephone & Internet	5,892	4,112	8,000	8,000	10,000
92.90.4180.00	Travel & Training	350	207	5,000	500	5,000
92.90.4190.00	Utilities	26,884	19,794	40,000	30,000	40,000
	Total Contractual Services	105,266	62,913	475,000	289,500	677,000
	<u>Commodities</u>					
92.90.4310.00	Computers & Software	4,721	4,257	5,000	5,000	5,000
92.90.4385.00	Supplies - General	4,536	3,155	87,000	45,500	70,000
92.90.4390.00	Supplies - Janitorial	1,289	509	3,000	1,000	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	-	12,000
92.90.4410.00	Supplies - Operational	75,093	42,037	45,000	42,000	160,000
	Total Commodities	85,640	49,958	152,000	93,500	250,000
	<u>Other Charges</u>					
92.90.4540.00	Insurance	-	-	5,000	5,000	5,000
92.90.4560.00	Memberships & Subscriptions	328	437	7,500	500	2,500
92.90.4570.00	Miscellaneous	334,156	79,404	2,000	1,500	4,500
	Total Other Charges	334,484	79,841	14,500	7,000	12,000
	<u>Capital - \$5,000/item min.</u>					
92.90.4810.00	Buildings	817,709	28,982	-	-	-
	Total Capital	817,709	28,982	-	-	-
	Total Budget Request	1,627,199	464,145	1,094,500	743,000	1,472,000

TOWN OF JOHNSTOWN

ANNUAL BUDGET

FY 2022

RECREATION CENTER FUND SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Rec Center Fund	-	500,000	-	-	500,000	-	-	500,000
Totals	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
Total Cash Available								\$ 922,738
Ending Fund Balance								\$ 422,738
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

		<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2020</u>	<u>2021</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Proposed</u>	<u>Estimated</u>	<u>Proposed</u>
<u>RECREATION CENTER FUND REVENUES</u>						
96.01.3999.00	TRANSFER IN	-	-	750,000	-	-
	SUBTOTAL	-	-	750,000	-	-
	TOTAL FUND REVENUES	-	-	750,000	-	-
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					922,738
	TOTAL ANTICIPATED FUNDS AVAILABLE	-				922,738

<u>Acct. No.</u>	<u>Account Title</u>	<u>2020 Actuals</u>	<u>2021 Jan - Sept Actuals</u>	<u>2021 Adopted Budget</u>	<u>2021 Estimated</u>	<u>2022 Proposed</u>
	<u>Contractual Services</u>					
96.90.4135.00	Other Contractual Services	441,756	333,334	500,000	500,000	500,000
		441,756	333,334	500,000	500,000	500,000
	<u>Capital - \$5,000/item min.</u>					
96.90.4810.00	Buildings	8,811,866	-	-	-	-
		8,811,866	-	-	-	-
	Total Budget Request	9,253,622	333,334	500,000	500,000	500,000



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Resolution No. 2021-47, A Resolution Levying General Property Taxes for the Year 2021, to Help Defray the Cost of Government for the Town of Johnstown, Colorado for the 2022 Budget Year.

ACTION PROPOSED: Approve Resolution No. 2021-47

ATTACHMENTS:

1. Certification of Tax Levies for Larimer County
2. Certification of Tax Levies for Weld County
3. Resolution No. 2021-47

PRESENTED BY: Mitzi McCoy, Finance Director

AGENDA ITEM DESCRIPTION:

The purpose of the attached resolution is to set the mill levy for General Fund operations. The mill levy must be certified to Weld and Larimer Counties by December 15 of each year.

In recent years the Town of Johnstown has maintained the mill levy at 22.147 mills for the Town and 1.8 mills for the Library, for a total of 23.947 mills, in order to preserve the opportunity to collect property tax revenue for operations in the General Fund. For the upcoming 2022 budget year, there was a \$775,980 increase in valuation in Weld County and a \$734,827 decrease in valuation in Larimer County. The changes in valuation for Weld County is detailed by category below:

Assessed Values	2020	2021	Growth in 2021	% Growth in 2021	% of Total Tax Paid	Projected Revenue
Vacant Land	1,747,370	2,083,060	335,690	19.21%	1.25%	49,883
Residential	102,124,870	108,809,460	6,684,590	6.55%	65.48%	2,605,660
Commercial	24,364,570	27,062,820	2,698,250	11.07%	16.29%	648,073
Industrial	14,203,830	13,494,840	-708,990	-4.99%	8.12%	323,161
Agricultural	787,090	764,780	-22,310	-2.83%	0.46%	18,314
Oil & Gas	16,250,130	8,033,220	-8,216,910	-50.57%	4.83%	192,372
State Assessed	5,921,790	5,927,450	5,660	0.10%	3.57%	141,945
Exempt	11,058,530	13,268,950	2,210,420	19.99%	0.00%	0
Total	176,458,180	179,444,580	2,986,400	1.69%	100.00%	3,979,408
Total less Exempt	165,399,650	166,175,630	775,980	0.47%	100.00%	3,979,408

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The changes in valuation for Larimer County is detailed by category below:

Assessed Values	2020	2021	Growth in 2021	% Growth in 2021	% of Total Tax Paid	Projected Revenue
Vacant Land	6,547,583	7,978,559	1,430,976	21.86%	4.47%	191,063
Residential	47,414,265	53,194,141	5,779,876	12.19%	29.78%	1,273,840
Commercial	84,965,543	91,149,203	6,183,660	7.28%	51.03%	2,182,750
Industrial	4,811,566	11,101,856	6,290,290	130.73%	6.22%	265,856
Agricultural	424,393	389,274	-35,119	-8.28%	0.22%	9,322
Oil & Gas	35,177,738	12,956,896	-22,220,842	-63.17%	7.25%	310,279
State Assessed	4,037	1,840,369	1,836,332	45487.54%	1.03%	44,071
Exempt	1,238,293	2,629,024	1,390,731	112.31%	0.00%	0
Total	180,583,418	181,239,322	655,904	0.36%	100.00%	4,277,181
Total less Exempt	179,345,125	178,610,298	-734,827	-0.41%	100.00%	4,277,181

The total net taxable assessed valuations for both counties combined, increased from \$344,744,775 in 2020 to \$344,785,925 in 2021, an increase of \$41,153.

LEGAL ADVICE:

The resolution was reviewed by the Town Attorney.

FINANCIAL ADVICE:

N/A.

RECOMMENDED ACTION: Approve Resolution 2021-47

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2021-47 A Resolution Levying General Property Taxes for the Year 2021, to Help Defray the Cost of Government for the Town of Johnstown, Colorado, for the 2022 Budget Year.

For Denial: I move that we deny Resolution 2021-47, A Resolution Levying General Property Taxes for the Year 2021, to Help Defray the Cost of Government for the Town of Johnstown, Colorado, for the 2022 Budget Year.

Reviewed and Approved for Presentation,



Town Manager

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CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

Item #15.

TO: County Commissioners¹ of Larimer County, Colorado.

On behalf of the _____ Johnstown Town _____,

the (taxing entity)^A
Town Council

of the Town of Johnstown^B
(governing body)
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 178,610,298 assessed valuation of: _____
(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of:

	178,610,298
	(NET ^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
	USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/14/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY²	REVENUE²
1. General Operating Expenses ^H	22.147 mills	\$ 3,955,682
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	mills	\$
3. General Obligation Bonds and Interest ^J	mills	\$
4. Contractual Obligations ^K	mills	\$
5. Capital Expenditures ^L	mills	\$
6. Refunds/Abatements ^M	mills	\$
7. Other ^N (specify): Library Capital	1.8 mills	\$ 321,498
	mills	\$
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	23.947 mills	\$ 4,277,180

Contact person: (print)	Mitzi McCoy	Daytime phone:	(970) 587-4664
Signed:		Title:	Finance Director

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

^A **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity*'s boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government^C.

^B **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity*'s mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

^C **Local Government** - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

^D **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a "tax increment financing" entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity*'s total mills upon the *taxing entity*'s Gross Assessed Value found on Line 2 of Form DLG 57.

^E **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25th each year and may amend it, one time, prior to December 10th. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

^F **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use "tax increment financing" to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity*'s mill levy applied against the *taxing entity*'s gross assessed value after subtracting the *taxing entity*'s revenues derived from its mill levy applied against the net assessed value.

^G **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA's boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA's *TIF Area*, including the DDA's own operating levy.

^H General Operating Expenses (DLG 70 Page 1 Line 1)—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

^I Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

^J General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

^K Contractual Obligation (DLG 70 Page 1 Line 4)—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

^L Capital Expenditures (DLG 70 Page 1 Line 5)—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

^M Refunds/Abatements (DLG 70 Page 1 Line 6)—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

^N Other (DLG 70 Page 1 Line 7)—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

Item #15.

TO: County Commissioners¹ of Weld County, Colorado.

On behalf of the Johnstown Town,
(taxing entity)^A
the Town Council
(governing body)^B
of the Town of Johnstown
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 166,175,630 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of:

	\$	166,175,630
(NET ^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)		
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10		

Submitted: 12/14/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)		LEVY ²	REVENUE ²
1. General Operating Expenses ^H		22.147 mills	\$ 3,680,291
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I		< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:			
3. General Obligation Bonds and Interest ^J		mills	\$
4. Contractual Obligations ^K		mills	\$
5. Capital Expenditures ^L		mills	\$
6. Refunds/Abatements ^M		mills	\$
7. Other ^N (specify): Library Capital		1.8 mills	\$ 299,116
		mills	\$
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]		23.947 mills	\$ 3,979,407

Contact person: (print)	<u>Mitzi McCoy</u>	Daytime phone:	<u>(970) 587-4664</u>
Signed:		Title:	<u>Finance Director</u>

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

RESOLUTION 2021-47

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2021, TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF JOHNSTOWN, COLORADO, FOR THE 2022 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Johnstown has adopted the annual budget in accordance with the Local Government Budget Law, on December 13, 2021, and;

WHEREAS, the amount of money necessary to balance the budget for the general operating purposes is \$7,635,973 and;

WHEREAS, the amount of money necessary to balance the budget for the library operating purposes is \$620,614 and;

WHEREAS, the 2021 net valuation for assessment for the Town of Johnstown as certified by the Weld County Assessor is \$166,175,630;

WHEREAS, the 2021 net valuation for assessment for the Town of Johnstown as certified by the Larimer County Assessor is \$178,610,298;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO;

Section 1. That for the purpose of meeting all general operating expenses of the Town of Johnstown during the 2022 budget year, there is hereby levied a tax of 23.947 mills, upon each dollar of the total valuation of assessment of all taxable property within the Town for the year 2021.

Section 2. That the Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Weld County and Larimer County, Colorado, the mill levies for the Town of Johnstown as hereinabove determined and set.

ADOPTED THIS 13th day of December, 2021.

TOWN OF JOHNSTOWN

BY: _____
Gary Lebsack, Mayor

ATTEST:

Diana Seele, Town Clerk



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	December 13, 2021
SUBJECT:	Central Sewer Expansion – Phase 2
ACTION PROPOSED:	Award Construction Contract for Central Sewer Expansion Phase 2 to Connell Resources, Inc.
ATTACHMENTS:	1. GMP Summary 2. Contract
PRESENTED BY:	Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the construction of the Central Sewer Expansion – Phase 2 project to Connell Resources, Inc. for a Guaranteed Maximum Price (GMP) of \$10,577,997.01.

Central Sewer Expansion – Phase 2 involves the construction of a sewer interceptor from the new Johnstown Farms Lift Station at WCR 46.5 south to WCR 46 where it heads west to the west side of Colorado Blvd. The project involves the construction of 1 mile of 21” pipe, 1.5 miles of 18” pipe, 0.5 miles of 15” pipe, and a crossing of Great Western Railroad to abandon the Clearview lift station. The project is essential to provide the necessary infrastructure to support growth on the south side of Town, including the Riverbend Estates, Granary, Roosevelt High School, Whitehall and Ledge Rock developments. Construction is scheduled to be complete by the end of the year 2022.

Staff awarded a Construction Manager at Risk (CMaR) contract for the Central Sewer Expansion project to Connell Resources at the February 3, 2020 Council Meeting for \$92,135.30 which covered Phase 1 and Phase 2 expenses. Upon the issuance of the pricing plan set and specifications for the project by IMEG, Connell Resources created a GMP which included open book financials on costs and procurement. Town Staff hired an independent cost estimator, Canterbury Construction Management Services (CCMS) to review the GMP as part of the CMaR process. A cost reconciliation meeting was held with Connell Resources, CCMS, IMEG, and Town Staff in order to develop a cost consensus and agree on the Guaranteed Maximum Price.

The Guaranteed Maximum Price for the construction of the Central Sewer Expansion – Phase 2 project is \$10,577,997.01 and includes material testing services as well 10% contingency for unforeseen challenges. The Town and Connell Resources worked together to place the pipe order for the project in September to minimize material delays on the project. Town Staff and the Connell Resources team will continue to evaluate potential cost saving opportunities during construction to further reduce the final project cost. A complete breakdown of the Central Sewer Expansion Phase 2 expenses are shown in the table below.

The Community That Cares

www.TownofJohnstown.com

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

<u>Total Project Expenses</u>	
IMEG Engineering Design (4-6-20)	\$252,000.00
Connell Resources P2 CMar Services	\$25,000.00
Connell Resources Construction	\$10,577,997.01
IMEG Construction Admin	\$10,000.00
Total	\$10,864,997.01

The total project cost for the Central Sewer Expansion – Phase 2 to date is \$10,864,997.01. The Town budgeted \$4.6 million in 2021 for project design and construction services, and budgeted \$8 million including rollover from 2021 to cover project expenses in 2022. Funding is currently available when evaluating all phases of the Central Sewer Expansion project however there may be a need for a budget amendment based on each project's progression in the 2022 fiscal year based on what is expended for the remaining balance of 2021.

The Contract has been reviewed by the Town's Attorney, signed by the Contractor and is ready for immediate execution.

FINANCIAL ADVICE:

The Town budgeted \$4.6 million in 2021 for project design and construction services, and budgeted \$8 million including rollover from 2021 to cover project expenses in 2022. Funding is currently available when evaluating all phases of the Central Sewer Expansion Phase 2 project however there may be a need for a budget amendment based on each project's progression in the 2022 fiscal year.

RECOMMENDED ACTION:

Town Staff recommends the award of the construction for the Central Sewer Expansion – Phase 2 to Connell Resources, Inc. for a Guaranteed Maximum Price (GMP) of \$10,577,997.01.

SUGGESTED MOTIONS:

For Approval

I move to award the construction for the Central Sewer Expansion – Phase 2 to Connell Resources, Inc. for a Guaranteed Maximum Price (GMP) of \$10,577,997.01.

For Denial

I move to deny the selection of Connell Resources, Inc., as the Construction Contractor for the Central Sewer Expansion – Phase 2 project and direct Staff to formally bid out the project.

Reviewed and Approved for Presentation,



Town Manager

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191



Estimator: Bill Anderson

BUDGET FOR COST

Date: 11/11/2021

Submitted To:	Town Of Johnstown	Budget Title:	Central Sewer Expansion Phase 2 Contract
Address:	450 S Parish Ave	Budget Number:	
	Johnstown, CO 80534	Project Location:	
Contact:	Ellen Hilbig	Project City, State:	Johnstown, CO
Phone:	970-587-4664	Engineer/Architect:	IMEG
Fax:	970-587-0141		

We have prepared for your information the following items for budget evaluation purposes for the referenced project. This budget includes conceptual quantities, resource costs, scope-of-work and schedules and therefore may not completely represent all items of work or cost ultimately necessary for completion of the project. This budget was prepared using reasonable skill and judgment, but is not an offer to perform the Work described.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. General Conditions					
GC.01	Mobilization / Site Management	1.00	LS	\$347,200.00	\$347,200.00
GC.02	Construction Surveying	1.00	LS	\$52,100.00	\$52,100.00
GC.03	Geotechnical Testing Allowance	1.00	LS	\$62,500.00	\$62,500.00
GC.04	Pothole Existing Utilities	240.00	HR	\$223.00	\$53,520.00
GC.05	Office Trailer	12.00	MO	\$3,200.00	\$38,400.00
GC.06	Contingency	1.00	LS	\$887,158.71	\$887,158.71
GC.07	Performance And Payment Bonds	1.00	LS	\$67,200.00	\$67,200.00
GC.08	Relocate Fiber Lines (T1)	1,600.00	LF	\$121.00	\$193,600.00
GC.09	Rock Excavation Allowance	1,500.00	LF	\$30.30	\$45,450.00
GC.10	Railroad Insurance	1.00	LS	\$10,400.00	\$10,400.00
GC.11	Railroad Right Of Entry Permit	1.00	LS	\$23,100.00	\$23,100.00
GC.12	Railroad Flagging (Allowance)	80.00	HR	\$144.00	\$11,520.00
Total Price for above A. General Conditions Items:					\$1,792,148.71
B. Removals					
RMV.01	Clear And Grub	31.00	ACRE	\$229.00	\$7,099.00
RMV.02	Remove Tree	8.00	EACH	\$1,120.00	\$8,960.00
RMV.03	Flashfill Existing 6" Force Main (15 CY)	2,000.00	LF	\$1.95	\$3,900.00
RMV.04	Flashfill Existing 15" Force Main (29 CY)	625.00	LF	\$9.50	\$5,937.50
RMV.05	Remove Manhole	1.00	EACH	\$1,430.00	\$1,430.00
RMV.06	Remove Lift Station	1.00	EACH	\$11,200.00	\$11,200.00
Total Price for above B. Removals Items:					\$38,526.50
C. Erosion Control					
EC.01	Vehicle Tracking Control	6.00	EACH	\$2,230.00	\$13,380.00
EC.02	Compacted Earthen Berm In Lieu Of Silt Fence	14,100.00	LF	\$1.55	\$21,855.00
EC.03	Concrete Washout	4.00	EACH	\$1,400.00	\$5,600.00
EC.04	Street Sweeping	120.00	HR	\$168.00	\$20,160.00
EC.05	Maintain Erosion Control Allowance	36.00	WK	\$334.00	\$12,024.00
EC.06	Seed And Mulch (Includes Construction Easements)	31.00	ACRE	\$1,590.00	\$49,290.00
Total Price for above C. Erosion Control Items:					\$122,309.00
D. Earthwork					
EW.01	Strip And Stockpile Topsoil	26,800.00	CY	\$3.00	\$80,400.00
EW.02	Replace Stripped Topsoil	26,800.00	CY	\$2.95	\$79,060.00
EW.03	Finish Grading	149,350.00	SY	\$0.66	\$98,571.00
Total Price for above D. Earthwork Items:					\$258,031.00
E. Sanitary Sewer					
SS.01	Dewatering Allowance - Drilled Wells At 50'	15,731.00	LF	\$114.00	\$1,793,334.00
SS.02	Muck Excavation Rock Stabilization 2 Ft Deep	15,000.00	TON	\$46.20	\$693,000.00
SS.03	21" PVC SDR 35 Sanitary Sewer	5,170.00	LF	\$282.00	\$1,457,940.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SS.04	18" PVC SDR 35 Sanitary Sewer	7,682.00	LF	\$191.00	\$1,467,262.00
SS.05	15" PVC SDR 35 Sanitary Sewer	2,741.00	LF	\$213.00	\$583,833.00
SS.06	8" PVC SCR 35 Sanitary Sewer	138.00	LF	\$212.00	\$29,256.00
SS.07	Bore 36" Steel Casing .625 Wall Under Parish (Excludes Annular Space Grouting)(Excludes Rock)	225.00	LF	\$1,980.00	\$445,500.00
SS.08	Bore 24" Casing Under Thorton Waterline/RR	90.00	LF	\$2,080.00	\$187,200.00
SS.09	Bore 30" Casing Under Telep, Hillsborough Ditch, Colorado Boulevard	513.00	LF	\$1,910.00	\$979,830.00
SS.10	Sewer Manhole 72" Greater Than 15 Ft Deep W Landing And Damp Proofed (Includes Marker Posts And Tracer Wire Termination Boxes)	25.00	EACH	\$11,000.00	\$275,000.00
SS.11	Sewer Manhole 60" W Damp Proofing (Includes Marker Posts And Tracer Wire Termination Boxes)	19.00	EACH	\$7,210.00	\$136,990.00
SS.12	Connect To Existing SS Manhole (Core 8" Manhole Connection)(Includes Tracer Wire Termination Box)	2.00	EACH	\$2,500.00	\$5,000.00
SS.13	Sewer Manhole Concrete Aprons For Manholes Without Flattops	29.00	EACH	\$442.00	\$12,818.00
SS.14	MH 5.7 Sanitary Sewer Bypass Pumping	1.00	WK	\$19,500.00	\$19,500.00
Total Price for above E. Sanitary Sewer Items:					\$8,086,463.00

G. Waterline

W.01	3" HDPE Temporary Waterline	2,370.00	LF	\$23.90	\$56,643.00
W.02	3" HDPE Waterline	2,370.00	LF	\$43.10	\$102,147.00
W.03	3" X 3/4" Water Service	3.00	EACH	\$2,510.00	\$7,530.00
W.04	Connect To Existing 2 1/2" Waterline	2.00	EACH	\$2,670.00	\$5,340.00
Total Price for above G. Waterline Items:					\$171,660.00

K. Asphalt Paving

AC.01	Subgrade Preparation CR 46	3,660.00	SY	\$2.60	\$9,516.00
AC.02	Gravel Surfacing WCR 46- 6" Class 5 Agg Base / Soil Sterilant	3,660.00	SY	\$15.00	\$54,900.00
Total Price for above K. Asphalt Paving Items:					\$64,416.00

L. Traffic Control

TC.01	CR 46 Traffic Control Mobilization	2.00	EACH	\$842.00	\$1,684.00
TC.02	CR 46 Traffic Control Signs Road Work Ahead/Trucks Entering	8.00	EACH	\$241.00	\$1,928.00
TC.03	CR 46 Traffic Control CR 46 Closure Equipment	90.00	DY	\$81.80	\$7,362.00
TC.04	CR 46 Traffic Control TCM	40.00	DY	\$538.00	\$21,520.00
TC.05	CR 46 Traffic Control Flagger	320.00	HR	\$30.20	\$9,664.00
TC.06	CR 46 Traffic Control CR 46 Closure Weekend Inspections	24.00	DY	\$95.20	\$2,284.80

Total Price for above L. Traffic Control Items: \$44,442.80

Total Bid Price: \$10,577,997.01

- Notes:**
- Budget Pricing is based upon Issued for Pricing Review Preliminary Not for Construction Plans titled "Central Sewer Expansion Phase 2 " dated 10/20/21, Sheets 1 through 34, prepared by IMEG.
 - Pricing assumes existing irrigation facilities will be relocated by the landowner and restored upon completion of the project, and that all easements will be acquired by the time we are needing them for construction. Additional fees for construction out of sequence are not included, but may be required if all easements are not secured. Connell Resources has bid the Hillsborough ditch crossing as a bore, but can offer considerable savings if this can be constructed with open cut methods outside of the irrigation season.

IMEG Corporation
Consulting Engineers

GMP BID TABULATION - COMPARISON

Client: Town of Johnstown

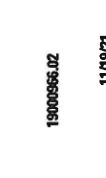
Project: CENTRAL SEWER EXPANSION - PHASE 2

(Sta 00+00 to 86+25)

19000966.02

11/19/21

		IMEG		Connell Resources			Canterbury Construction			% Difference Connell to Cant.
No.	Item	Quantity	Unit	Quantity	Unit Price	Ext	Quantity	Unit Price	Ext	Notes
A. General Construction										
GC.01	Mobilization / Site Management	1	LS	1	\$ 347,200.00	\$ 347,200.00	1	\$ 444,955.23	\$ 444,956.23	78.6%
GC.02	Construction Surveying	1	LS	1	\$ 52,100.00	\$ 52,100.00	1	\$ 54,305.27	\$ 54,305.27	95.9%
GC.03	Geotechnical Testing Allowance	1	LS	1	\$ 62,500.00	\$ 62,500.00	1	\$ 62,500.00	\$ 62,500.00	100.0%
GC.04	Polihole Existing Utilities (Assume One Each Side At 50' Centers +25 Crossings)	200	HR	240	\$ 223.00	\$ 53,520.00	200	\$ 312.63	\$ 62,526.00	85.6%
GC.05	Office Trailer	9	MO	12	\$ 3,200.00	\$ 38,400.00	9	\$ 525.00	\$ 4,725.00	81.7%
GC.06	Contingency 5% Of Bid Price	#####	DLR	10,000,000	\$ 0.06	\$ 600,000.00	10,000,000	\$ 0.06	\$ 599,170.77	101.8%
GC.07	Performance And Payment Bonds	1	LS	1	\$ 67,200.00	\$ 67,200.00	1	\$ -	\$ -	Canterbury spread in unit price
GC.08	Relocate Fiber Lines (T1)	1,166	LF	1,600	\$ 121.00	\$ 193,600.00	1,600	\$ 63.71	\$ 101,936.00	185.5%
GC.09	Rock Excavation Allowance	1,500	LF	1,500	\$ 30.30	\$ 45,450.00	1,500	\$ 58.33	\$ 87,495.00	51.5%
GC.10	Railroad Insurance	1	LS	1	\$ 10,400.00	\$ 10,400.00	1	\$ 10,500.09	\$ 10,500.08	99.0%
GC.11	Railroad Right Of Entry Permit	1	LS	1	\$ 23,100.00	\$ 23,100.00	1	\$ 24,500.20	\$ 24,500.20	94.3%
GC.12	Railroad Flagging (Allowance)	80	HR	80	\$ 144.00	\$ 11,520.00	80	\$ 185.67	\$ 14,933.60	71.1%
	TOTAL - SCHEDULE A				\$	\$ 1,504,990.00		\$	\$ 1,457,548.15	103.3%
B. Removal										
RMV.01	Clear And Grub	1	ACRE	31	\$ 228.00	\$ 7,068.00	1	\$ 6,087.72	\$ 6,087.72	116.5%
RMV.02	Remove Tree	8	EACH	8	\$ 1,120.00	\$ 8,960.00	8	\$ 251.67	\$ 2,333.36	384.0%
RMV.03	Flashfill Existing 6" Force Main (15 cy)	1	LF	2,000	\$ 1.95	\$ 3,900.00	2,625	\$ 3.71	\$ 9,736.75	101.0%
RMV.04	Flashfill Existing 15" Force Main (28 cy)	1	LF	625	\$ 9.50	\$ 5,937.50	0		\$ -	Included in above call
RMV.05	Remove Manhole	2	EACH	1	\$ 1,430.00	\$ 1,430.00	1	\$ 1,612.93	\$ 1,612.93	88.7%
RMV.06	Remove Lift Station Allowance	1	EACH	1	\$ 11,200.00	\$ 11,200.00	1	\$ 13,036.77	\$ 13,036.77	85.9%
	TOTAL - SCHEDULE B				\$	\$ 38,526.50		\$	\$ 32,811.53	117.4%
C. Erosion Control										
EC.01	Vehicle Tracking Control	6	EACH	6	\$ 2,200.00	\$ 13,380.00	6	\$ 5,833.33	\$ 35,000.28	38.2%
EC.02	Compacted Earthen Berm In Lieu Of Silt Fence	15,730	LF	14,100	\$ 1.55	\$ 21,855.00	15,730	\$ 1.63	\$ 25,639.90	85.2%
EC.03	Concrete Washout	4.0	EACH	4.0	\$ 1,400.00	\$ 5,600.00	4.0	\$ 459.67	\$ 1,866.68	300.0%
EC.04	Street Sweeping	120	HR	120	\$ 168.00	\$ 20,160.00	120	\$ 459.67	\$ 56,000.40	36.0%
EC.05	Maintain Erosion Control Allowance	36	WK	36	\$ 334.00	\$ 12,024.00	36	\$ 297.09	\$ 10,894.88	112.4%
EC.06	Seed And Mulch (Includes Construction Easements)	6.3	ACRE	31	\$ 1,590.00	\$ 49,290.00	33	\$ 1,736.23	\$ 57,295.59	86.0%
	TOTAL - SCHEDULE C				\$	\$ 122,309.00		\$	\$ 186,497.73	65.6%
D. Earthwork										
EW.01	Strip And Stockpile Topsoil	38,107	CY	26,800	\$ 3.00	\$ 80,400.00	26,800	\$ 9.10	\$ 243,880.00	33.0%
EW.02	Replace Stripped Topsoil	38,107	CY	26,800	\$ 2.95	\$ 79,060.00	26,800	\$ 4.30	\$ 115,240.00	68.6%
EW.03	Finish Grading	228,642	SY	149,350	\$ 0.66	\$ 98,571.00	160,795	\$ 0.66	\$ 106,124.70	92.9%
	TOTAL - SCHEDULE D				\$	\$ 258,031.00		\$	\$ 465,244.70	55.5%
E. Sanitary Sewer										
SS.01	Dewatering Allowance - Drilled Wells At 50'	15,590	LF	15,731	\$ 114.00	\$ 1,793,334.00	15,590	\$ 111.07	\$ 1,731,581.30	103.6%
SS.02	Muck Excavation Rock Stabilization 2 Ft Deep	15,000	TON	15,000	\$ 46.20	\$ 693,000.00	15,000	\$ 52.72	\$ 790,800.00	87.6%
SS.03	21" PVC SDR 35 Sanitary Sewer	5,168	LF	5,170	\$ 282.00	\$ 1,457,940.00	5,169	\$ 235.29	\$ 1,216,214.01	119.5%
SS.04	18" PVC SDR 35 Sanitary Sewer	7,682	LF	7,682	\$ 191.00	\$ 1,457,262.00	7,682	\$ 174.16	\$ 1,337,897.12	103.7%
SS.05	15" PVC SDR 35 Sanitary Sewer	2,741	LF	2,741	\$ 213.00	\$ 583,833.00	2,741	\$ 169.89	\$ 465,668.49	125.6%
SS.06	8" PVC SDR 35 Sanitary Sewer	138	LF	138	\$ 212.00	\$ 29,256.00	138	\$ 110.02	\$ 15,182.76	192.7%
SS.07	Bore 36" Steel Casing .625 Wall Under Parish (Excludes Annular Space Grouting)(Excludes Rock)	225	LF	225	\$ 1,980.00	\$ 445,500.00	225	\$ 2,003.37	\$ 450,083.25	99.0%
SS.08	Bore 24" Casing Under Thorion Waterline/R/R	90	LF	90	\$ 2,080.00	\$ 187,200.00	90	\$ 2,037.69	\$ 183,419.10	102.1%
SS.09	Bore 30" Casing Under Telep, Hillsborough Ditch, Colorado Boulevard	513	LF	513	\$ 1,910.00	\$ 979,830.00	513	\$ 1,910.51	\$ 980,091.63	100.0%
SS.10	Sewer Manhole 72" Greater Than 15 Ft Deep W/Landing And Damp Proofed	26	EACH	25	\$ 11,000.00	\$ 275,000.00	31	\$ 15,778.91	\$ 520,146.21	52.5%
SS.11	Sewer Manhole 60" W/Damp Proofing	19	EACH	19	\$ 7,210.00	\$ 136,990.00	12	\$ 22,385.91	\$ 274,630.92	49.5%
SS.12	Connect To Existing 22 MH (Core 6" MH Connection)	2	EACH	2	\$ 2,500.00	\$ 5,000.00	2	\$ 1,000.00	\$ 2,000.00	250.0%
SS.11	Concrete Aprons For SS Manholes In Aggregate Base	45	EACH	29	\$ 442.00	\$ 12,810.00	43	\$ 590.66	\$ 25,396.38	50.5%
SS.12	MH 5.7 Sanitary Sewer Bypass Pumping	1	WK	1	\$ 19,500.00	\$ 19,500.00	1	\$ 18,648.15	\$ 18,648.15	104.6%
	TOTAL - SCHEDULE E				\$	\$ 8,066,463.00		\$	\$ 8,011,761.32	100.9%
G. Water										
W.01	3" HDPE Temporary Waterline	2,370	LF	2,370	\$ 23.90	\$ 56,643.00	2,370	\$ 33.44	\$ 79,252.60	71.5%
W.02	3" HDPE Waterline	2,370	LF	2,370	\$ 43.10	\$ 102,147.00	2,370	\$ 31.51	\$ 79,418.70	128.6%
W.03	3" X 3/4" Water Service	3	EACH	3	\$ 2,510.00	\$ 7,530.00	3	\$ 2,274.24	\$ 6,822.72	110.4%
W.04	Connect To Existing 2 1/2" Waterline	2	EACH	2	\$ 2,670.00	\$ 5,340.00	2	\$ 468.09	\$ 932.18	572.5%
	TOTAL - SCHEDULE G				\$	\$ 171,660.00		\$	\$ 166,426.40	103.1%
K. Pavement Restoration										
AC.01	Subgrade Preparation CR 46	3,661	SY	3,660	\$ 2.60	\$ 9,516.00	3,660	\$ 6.32	\$ 23,131.20	41.1%
AC.02	Gravel Surfacing WCR 46- 6" Class 5 Agg Base / Soil Stabilant	3,661	SY	3,660	\$ 15.00	\$ 54,900.00	3,660	\$ 10.46	\$ 38,064.00	144.2%
	TOTAL - SCHEDULE K				\$	\$ 64,416.00		\$	\$ 61,195.20	105.3%



IMEG Corporation

Consulting Engineers

GMP BID TABULATION - COMPARISON

Client: Town of Johnstown

Project: CENTRAL SEWER EXPANSION - PHASE 2

19000956.02

11/19/21

			IMEG			Connell Resources			Canterbury Construction		
No.	L.	Item	Quantity	Unit		Quantity	Unit Price	Ext	Quantity	Unit Price	Ext
Traffic Control											
TC.01		CR 46 Traffic Control Mobilization	1.0	LS		2.0	\$ 842.00	\$ 1,684.00	2.0	\$ 1,754.00	\$ 3,509.38
TC.02		CR 46 Traffic Control Signs Road Work Ahead/Trucks Entering	4	EACH		8	\$ 241.00	\$ 1,928.00	8	\$ 735.01	\$ 5,880.08
TC.03		CR 46 Traffic Control CR 46 Closure Equipment	90	DY		90	\$ 81.80	\$ 7,362.00	90	\$ 85.17	\$ 7,665.30
TC.04		CR 46 Traffic Control TCM	20	DY		40	\$ 538.00	\$ 21,520.00	40	\$ 560.00	\$ 22,400.00
TC.05		CR 46 Traffic Control Flagger	200	HR		320	\$ 30.20	\$ 9,664.00	320	\$ 31.50	\$ 10,080.00
TC.06		CR 46 Traffic Control CR 46 Closure Weekend Inspections	18	DY		24	\$ 95.20	\$ 2,284.80	24	\$ 99.17	\$ 2,380.08
TOTAL - SCHEDULE L						24	\$ 95.20	\$ 2,284.80	24	\$ 99.17	\$ 2,380.08
Sub TOTAL - BID PRICE								\$ 44,442.80			\$ 51,914.82
								\$ 10,290,838.30			\$ 10,433,399.85
Manhole Lining Alternate											
Alt.01		Spectrashield Manhole Lining 72" Manhole	26.0	EACH		26.0	\$ 12,700.00	\$ 330,200.00	26.0	\$ 12,700.00	\$ 330,200.00
Alt.02		Spectrashield Manhole Lining 60" Manhole	19	EACH		19	\$ 6,190.00	\$ 117,610.00	19	\$ 6,190.00	\$ 117,610.00
TOTAL - Alternate SCHEDULE								\$ 447,810.00			\$ 447,810.00
TOTAL - BID PRICE											
								\$ 10,738,648.30			\$ 10,881,209.85

Budgeting Summary (Connell Totals)		
Total Bid Price (without Manhole Lining Addition)	\$	10,250,838.30
Less Prepaid Pipe (to added in Central Phase One Contract)	\$	819,261.16
Subtotal - Remaining Award Value	\$	9,471,587.14
Included Contingency (Line GC.06)	\$	600,000.00
Subtotal Without Included Contingency or prepaid pipe cost	\$	8,871,587.14
Recommended Contingency - 10% of Remaining Construction Cost (without prepaid pipe)	\$	887,158.71
Recommended Budget (with prepaid pipe removed)	\$	9,758,745.85
Recommended Budget (with prepaid pipe included)	\$	10,577,997.01

SECTION 00 52 43**AGREEMENT – GUARANTEED MAXIMUM PRICE**

THIS AGREEMENT is dated as of the _____ day of _____
in the year 20____ by and between the

TOWN OF JOHNSTOWN, COLORADO, a Colorado home rule municipal corporation,
(hereinafter called TOWN) and

CONNELL RESOURCES, INC., a Colorado Corporation
(hereinafter called CONTRACTOR)

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CENTRAL SEWER EXPANSION - PHASE 2**ARTICLE 2. ENGINEER**

The project has been designed by IMEG Corporation, a Delaware corporation ("IMEG"), who is hereinafter called "ENGINEER" and who will assume all duties and responsibilities and have the rights and authority assigned to "ENGINEER" in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Notwithstanding the foregoing, the Town, by and through the Town's Public Works Director, in its discretion, may assume certain of the duties and responsibilities of "ENGINEER" and have the rights and authority assigned to "ENGINEER" in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work shall meet Substantial Completion no later than November 30, 2022 and shall be finally completed and ready for final payment by December 31, 2022

3.2 Liquidated Damages: TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that TOWN will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay TOWN Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1 plus any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Five Hundred dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 above for final completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

TOWN shall pay CONTRACTOR for completion of the Work in current funds in accordance with the Contract Documents.

For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit, for a Guaranteed Maximum Price of:

Ten Million Five Hundred Seventy-Seven Thousand Nine Hundred Ninety-Seven Dollars and One Cent (\$10,577,997.01)

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by TOWN as provided in the General Conditions and Supplementary Conditions.

- 5.1 Progress Payments. TOWN shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.
 - 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or TOWN may withhold, in accordance with Paragraphs 15.01.C.5 and 15.01.C.6 of the General Conditions:
 - a) 95% of Cost of Work completed (with the balance being retainage).
 - b) 95% of the cost of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to TOWN as provided in Paragraph 15.01.B.1 of the General Conditions (with the balance being retainage).
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, TOWN shall pay the retainage described above and the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06, as amended by the Supplementary Conditions, and in accordance with the Colorado Public Works Act, § 38-26-101, *et seq.*, C.R.S.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 15 of the General Conditions shall bear interest at the maximum rate of two percent (2%) per year.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce TOWN to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- 7.2 CONTRACTOR has studied carefully all reports of explorations and test of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions, if any, and accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for accurately locating said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between TOWN and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement (Pages 00 52 43 – 1 to 00 52 43 - 9, inclusive).
- 8.2 [omitted]
- 8.3 Performance Bond, Payment Bond (aka Labor and Material Bond) consisting of 5 pages).
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.
- 8.6 General Conditions (Pages 1 to 65, inclusive) being the Standard EJCDC General Conditions of the Construction Contract (2013 Edition).

8.7 Supplementary Conditions (Pages 1-1-22____, inclusive).

8.8 Drawings and Specifications bearing the following title:

**PROJECT MANUAL FOR CENTRAL SEWER EXPANSION - PHASE 2 (Oct 21)
CENTRAL SEWER EXPANSION - PHASE 2 PLANS (Issued for Pricing, 10/21/21)**

8.9 [Intentionally omitted]

8.10 CONTRACTOR's Bid, dated __ Budget for Cost dated November 11 2021 (attached)

8.11 [omitted]

8.12 The following which may be delivered or issued after the Effective Date of the Agreement: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents pursuant to Paragraph 11.01 of the General Conditions.

The documents listed in this Article 8 are attached to this Agreement (except as expressly noted otherwise above and except for those listed in Paragraph 8.12).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

In case of discrepancy, the order of precedence of the following Contract Documents is as follows (i.e., the document with the lower numerical value shall govern over the documents with a higher value):

1. Change Orders
2. Agreement
3. Project Manual
4. Drawings – Central Sewer Expansion Phase 2 - Issued for Pricing 10,20,21
5. Supplementary Conditions
6. General Conditions
7. Geotechnical Report titled, Proposed Wastewater System Interceptor Central Alignment Overall by IMEG Corp dated August 20 2021.

ARTICLE 9. COMPLIANCE WITH LAWS AND IMMIGRATION STATUS OBLIGATIONS.

9.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work, including, without limitation, any preference for Colorado Labor as may be required pursuant to Article 17, of Title 8 of the Colorado Revised Statutes (the "Keep Jobs in Colorado Act"). Except where otherwise expressly required by applicable Laws and Regulations, neither TOWN nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

9.2 CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all

employees who are newly hired for employment to perform work under the public contract for services.

9.3 CONTRACTOR shall not:

1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the public contract for services.

9.4 CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

9.5 CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

9.6 If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, CONTRACTOR shall be required to:

1) Notify the subcontractor and the TOWN within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph 9.2 2) required the subcontractor does not stop employing or contracting with the worker without authorization; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

9.7 CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

9.8 If CONTRACTOR violates any of the provisions set forth in this section, the TOWN may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by the TOWN.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

10.2 Reference to the General Conditions shall include modifications thereof by the Supplementary Conditions.

- 10.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 10.4 Except for the intended beneficiaries of the Labor and Material Payment Bond executed in conjunction with the Contract, nothing in the Contract shall be construed to give any rights or benefits by virtue of the Contract to anyone other than TOWN and CONTRACTOR, and all duties and responsibilities undertaken pursuant to the Contract will be for sole and exclusive benefit of TOWN and CONTRACTOR and not for the benefit of any other party.
- 10.5 TOWN and CONTRACTOR each binds itself, its successors, assigns and legal representatives to the other party hereto, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.6 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TOWN and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.7 The TOWN and CONTRACTOR acknowledge and agree that the payments hereunder shall constitute current expenditures of the TOWN payable in the fiscal years for which funds are appropriated for the payment thereof. The TOWN's obligations under the Contract shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the TOWN, or an obligation of the TOWN payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof, or payable from any funds of the TOWN other than funds appropriated for the payment of current expenditures. No provision of the Contract shall be construed to pledge or to create a lien on any class or source of TOWN monies, assets or properties.
- 10.8 To the extent this Contract may be construed to be a "sole source contract" within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions are hereby incorporated in this Contract, including the following:
- Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to TOWN, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____.

TOWN:
TOWN OF JOHNSTOWN, COLORADO

CONTRACTOR:
CONNELL RESOURCES, INC.

By: _____
Matt LeCerf, Town Manager

By: _____

Printed Name: John M Warren

Title: President

Attest:

Town Clerk

CONTRACTOR NOTARY BLOCK:

STATE OF COLORADO)

COUNTY OF _____)ss
)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20____, by _____ as the _____ of Connell
Resources, Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Address For Giving Notices:

TOWN:
TOWN of JOHNSTOWN
450 S. Parish Avenue
JOHNSTOWN, CO 80534
Att'n: Ellen Hilbig

CONTRACTOR:
Connell Resources, Inc.
7785 Highland Meadows Pkwy. Suite 100
Fort Collins, CO 80528
Attn: Bill Anderson

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

CONDITIONS OF THE CONTRACT

These Supplementary Conditions amend or supplement *The Standard General Conditions of the Construction Contract* (2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented shall remain in full force and effect. If the provisions in the General Conditions are amended or supplemented as provided herein, the provisions in these Supplementary Conditions shall control.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

- A. The terms used in these Supplementary Conditions which are defined in *The Standard General Conditions of the Construction Contract* (2013 Edition) have the meanings assigned to them in the General Conditions.
- B. Add the following definitions to ARTICLE-1, 1.01.A of the General Conditions

TOWN - The term TOWN as used in these Contract Documents shall have the same meaning as OWNER, and shall mean the TOWN of JOHNSTOWN, a home rule municipality of the State of Colorado.

PLANS – The term plans as used in these Contract Documents shall have the same meaning as Drawings.

PROVIDE – Furnish and install specified materials and equipment

PRODUCT – Includes materials, equipment and systems

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

- B. Evidence of Contractor's Insurance: When CONTRACTOR delivers the executed counterparts of the Agreement to Owner, CONTRACTOR shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by CONTRACTOR in Article 6. CONTRACTOR may redact any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance: After receipt from CONTRACTOR of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to CONTRACTOR copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may redact any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02.A Replace the following language of Paragraph 2.02.A of the General Conditions:

- A. TOWN shall furnish to CONTRACTOR only electronic copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-5.02 Use of Site and Other Areas

Add Paragraph 5.02.E to the General Conditions to read as follows:

- E. The responsibility for protection and safekeeping of equipment and materials on or near the Site is entirely that of CONTRACTOR, and no claim shall be made against TOWN by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by stored materials and equipment, CONTRACTOR shall immediately move the same. No materials or equipment may be placed upon property until property owner has agreed to the location contemplated by the CONTRACTOR to be used for storage.

SC-5.03 Subsurface and Physical Conditions

Delete Paragraph 5.03.A of the General Conditions and insert the following:

- A. Geotechnical Report provided titled, Proposed Wastewater System Interceptor Central Alignment Overall by IMEG Corp dated August 20 2021.

SC-5.06 Hazardous Environmental Condition at Site

SC-5.06.I Delete Paragraph 5.06.I of the General Conditions in its entirety.

ARTICLE 6 - BONDS AND INSURANCE

SC-6.01 Performance, Payment and Other Bonds

SC-6.01.A Delete 6.01.A in its entirety and insert the following in its place:

- A. CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations or other specific provisions of the Contract.

SC-6.02 Insurance—General Provisions

SC-6.02.B Delete 6.02.B in its entirety and insert the following in its place:

- B.** All insurance required by the Contract to be purchased and maintained by Owner or CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Excepting any Colorado public entity self-insurance pool, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better. Notwithstanding the foregoing, CONTRACTOR may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Liability Insurance

SC-6.03.E Delete 6.03.E in its entirety and insert the following in its place:

- E.** *Umbrella or excess liability:* CONTRACTOR shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Excepting only industry-standard exclusions that are acceptable to Owner, the coverage afforded shall follow form as to each and every one of the underlying policies.

SC-6.03.H Delete 6.03.H in its entirety and insert the following in its place:

- H.** *Contractor's professional liability insurance:* If CONTRACTOR will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then CONTRACTOR shall be responsible for purchasing and maintaining professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. This insurance shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by CONTRACTOR itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

SC-6.03.K Add Paragraph 6.03.K to read as follows:

- K.** The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	

Bodily injury by accident, each accident	\$ <u>Not Applicable</u>
Bodily injury by disease, aggregate	\$ <u>Not Applicable</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:

	\$ <u>Not Applicable</u>
--	--------------------------

Foreign voluntary worker compensation	<u>Statutory</u>
---------------------------------------	------------------

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

Bodily Injury:

Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

Property Damage:

Each accident	\$ <u>2,000,000</u>
<i>[or]</i>	
Combined Single Limit of	\$ <u>2,000,000</u>

4. Excess or Umbrella Liability under Paragraphs 6.03.E of the General Conditions:

Per Occurrence	\$ <u>5,000,000</u>
General Aggregate	\$ <u>5,000,000</u>

5. Contractor's Pollution Liability under Paragraph 6.03.F of the General Conditions:

Each Occurrence	\$ <u>Not Applicable</u>
General Aggregate	\$ <u>Not Applicable</u>

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to the other requirements in the General Conditions related to additional insureds, CONTRACTOR shall include all Subcontractors, the Owner, and the Engineering as additional insureds on the policy

7. Contractor's Professional Liability:

Each Claim	\$ <u>500,000</u>
Annual Aggregate	\$ <u>500,000</u>

SC-6.05 Property Insurance

SC-6.05.A Amend Paragraph 6.05.A as follows:

Remove the language from the paragraph: "Unless otherwise provided in the Supplementary Conditions."

SC-6.05.A.2 Delete Paragraph 6.05.A.2 in its entirety and insert the following in its place:

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; hail; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and CONTRACTOR.

SC-6.05.B Amend Paragraph 6.05.B as follows:

Replace "10 days" with "30 days."

SC-6.06 Waiver of Rights

SC-6.06 Delete Paragraph 6.06 in its entirety and insert the following in its place:

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that, in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. CONTRACTOR waives all rights against Owner and its officers, employees and agents for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CONTRACTOR as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. CONTRACTOR shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, CONTRACTOR, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**SC-7.02 Labor; Working Hours**

SC-7.02.C Add Paragraph 7.02.C to read as follows:

- C. If Owner consents to Work outside regular working hours or on Saturdays, Sundays or legal holidays, CONTRACTOR shall be responsible for the cost of any overtime pay or other expense incurred by Owner, including but not limited to those for Engineer's services (including those of the Resident Project Representative, if any), occasioned by the performance of Work at such times. If CONTRACTOR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Patent Fees and Royalties

SC-7.07.B Delete Paragraph 7.07.B in its entirety.

SC-7.08 Permits

Add the following language to the end of Paragraph 7.08.A of the General Conditions:

CONTRACTOR shall obtain and bear the cost of all permits by regulatory agencies to discharge groundwater to surface watercourses.

SC-7.09 Taxes

Add the following language to Paragraph 7.09.A:

1. TOWN is exempt from Colorado State and TOWN of JOHNSTOWN sales and use taxes on materials to be permanently incorporated in the work. Said taxes shall not be included in the contract price.
2. CONTRACTOR and Subcontractors shall apply to the Colorado Department of Revenue for an exemption certificate and purchase the materials tax free (Section 39-26-114, CRS as amended). CONTRACTOR shall be liable for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates."

SC-7.11 Record Documents

Add the following language to the end of Paragraph 7.11.A:

At the direction of the TOWN, ENGINEER shall prepare a set of reproducible material and electronic copy of drawings of record clearly depicting those changes made during construction process, which will be delivered to the TOWN.

SC-7.12 Safety and Protection

Add Paragraph 7.12.H to read as follows:

- H.** CONTRACTOR shall comply with all state and federal laws, rules and regulations regarding Coronavirus 2019 (COVID-19). To the extent of an ambiguity or inconsistency therein, CONTRACTOR shall notify Owner and, unless Owner provides specific direction, act in a manner reasonably consistent with the state and federal laws, rules and regulations.

SC-7.16 Shop Drawings and Samples

Delete Paragraph 7.16.E.1 and substitute the following Paragraph:

- E.1.** ENGINEER will review and approve Shop Drawings and Samples in accordance with the Shop Drawings and Samples submittals accepted by ENGINEER as required by Paragraph 10.05 of the General Conditions. ENGINEER'S review and approval will be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. The review and approval of separate items as such will not indicate approval of assembly in which the item functions. CONTRACTOR shall make corrections as required by ENGINEER, and shall return the required number of corrected copies of shop drawings and submit as required for new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

ARTICLE 8 - OTHER WORK AT THE SITE

SC-8.04 Add Section 8.04 to read as follows:

8.04 Damage to Work or Property

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR'S performance of the work at the site be made by any separate contractor against CONTRACTOR, TOWN, ENGINEER or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to fullest extent permitted by laws and regulations, indemnify and hold TOWN harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration cost) arising directly, indirectly or consequently out of any action, legal or equitable, brought by any separate contractor against TOWN to the extent based on a claim arising out of CONTRACTOR'S performance of the work.
- B. Should a separate contractor cause damage to the work or property of CONTRACTOR or should the performance of work by any separate contractor at the site rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against TOWN or permit any action to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from TOWN on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of any other separate contractor, and TOWN and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Paragraph 11.05 of the General Conditions. An extension of the Contract Time shall be CONTRACTOR'S exclusive remedy with respect to TOWN and ENGINEER for any delay, disruption, interference or hindrance caused by any separate contractor. This Paragraph does not prevent recovery from TOWN or ENGINEER for activities that are their respective responsibilities.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representation

Add the following to Paragraph 10.03 to read as follows:

- 10.03.A.1** TOWN may furnish a Resident Project Representative, assistants, and other field staff to assist TOWN and/or ENGINEER in observing the performance of the work of the CONTRACTOR.
- a. Resident Project Representative is TOWN's agent and will act as directed by and under the supervision of TOWN, and he/she will confer with ENGINEER regarding his/her actions. His/her dealings in matters pertaining to the on-site Work will, in general, be with TOWN and CONTRACTOR. His/her dealings with SUBCONTRACTORS will only be through or with the full knowledge and approval of CONTRACTOR. He/she shall generally communicate with the ENGINEER with the knowledge of and under the direction of TOWN.
 - b. Duties and Responsibilities. Resident Project Representative may assist TOWN and ENGINEER as follows:
 - 1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals, schedule of values and other schedules prepared by CONTRACTOR, and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, other job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as TOWN's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him/her in understanding the intent of the Contract Documents. Assist ENGINEER in serving as TOWN's liaison with CONTRACTOR when CONTRACTOR's operations affect TOWN's on-site operations.
 - b. Assist in obtaining from TOWN additional details or information, when required for proper execution of the work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR for ENGINEER's review, and notify ENGINEER of their availability for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist TOWN in determining that the Work is proceeding in accordance with the Contract Documents.
 - b. Report to TOWN whenever he/she believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise TOWN when she/she believes Work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
 - c. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in presence of the appropriate personnel, and that CONTRACTOR maintains adequate records thereof; observe, record, and report to ENGINEER and/or TOWN appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to TOWN and/or ENGINEER.

6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarification and interpretation of the Contract Documents as issued by ENGINEER and/or TOWN.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modification in Drawings or Specifications and report with his recommendations to ENGINEER. Transmit to CONTRACTOR decisions issued by ENGINEER.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings, and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - b. Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures; send copies to ENGINEER.
 - c. Record names, addresses, and telephone numbers of all CONTRACTORS, SUBCONTRACTORS and major suppliers of equipment and materials.
9. Reports:
 - a. Furnish ENGINEER and/or TOWN periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed change Orders and work Directive Changes, obtaining backup material from CONTRACTOR and recommend to TOWN Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and TOWN upon the occurrence of any accident.
10. Payment Requests:

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER and/or TOWN, noting particularly the

relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion:

- a. Before ENGINEER and/or TOWN issues a certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction or completion.
- b. Conduct final inspection in the company of ENGINEER, TOWN, and CONTRACTOR and prepare a final list of items to be corrected or completed.
- c. Observe that all items on final list have been corrected or completed, and make recommendations to ENGINEER and/or TOWN concerning acceptance.

c. Limitation of Authority: Resident Project Representative shall not:

1. Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by ENGINEER and/or TOWN.
2. Exceed limitations of ENGINEER's authority as set forth in the contract documents.
3. Undertake any of the responsibilities of CONTRACTOR, SUBCONTRACTORS, or CONTRACTOR's superintendent.
4. Advise on, or issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures for construction, unless such is specifically called for in the Contract Documents.
5. Advise on, or issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize TOWN to occupy the Work in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER and/or TOWN.

SC-10.08.F Limitations on ENGINEER'S Authority and Responsibilities

SC-10.08.F Add Section 10.08.F to read as follows:

- F.** The authority and/or responsibilities of the ENGINEER pursuant to the provisions of the Contract Documents shall not create, impose or give rise to any duty owed by the

TOWN to the ENGINEER, nor shall the Agreement or Contract Documents impact, or otherwise limit the obligations and duties which the ENGINEER may owe to the TOWN.

ARTICLE 15 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-15.01 Progress Payments

SC-15.01.B Amend Paragraph 15.01.B.3 as follows:

Add the following language to the end of the Paragraph: "No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the CONTRACTOR."

SC-15.01.D Amend Paragraph 15.01.D.1 as follows:

Replace "Ten days" with "Thirty days" in the first sentence in the paragraph.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by CONTRACTOR to Owner. If CONTRACTOR does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.06 Final Payment

SC-15.06A Modify the first sentence of 15.06.A.1 as follows:

After CONTRACTOR has, in the opinion of Engineer and *Owner*, satisfactorily....

SC-15.06.D Delete Paragraph 15.06.D of the General Conditions in its entirety and replace with the following paragraph in its place:

Upon receipt of the ENGINEER'S recommendation for payment and the final Application for Payment, TOWN shall order the publication of notice of final settlement and make final payment in accordance with Section 38-26-107, C.R.S.

SC-15.08 Correction Period

SC-15.08A Delete Paragraph 15.08A in its entirety and insert the following in its place:

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by Laws and Regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective; and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

SC-15.08F Add Paragraph 15.08.F to read as follows:

- F.** In Owner's discretion, a warranty inspection shall be held during the sixty (60) day period prior to the expiration of the two-year warranty period. CONTRACTOR shall provide an authorized representative at such inspection to represent CONTRACTOR's interests.

SC-15.09 Evidence of Amounts Paid

SC-15.09 Add the following paragraph to Article 15:

Upon written request, TOWN may furnish to any such SUBCONTRACTOR, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR'S Applications for Payment.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-16.03 Owner May Terminate for Convenience

Delete Section 16.03 in its entirety and substitute the following Sections 16.03.A, 16.03.B, 16.03.C, 16.03.D in its place:

- A.** The TOWN may terminate the performance of Work under the Contract Documents in accordance with this section, in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery of a written notice of termination to the CONTRACTOR specifying the extent to which performance of Work under Contract is terminated and the date upon which termination becomes effective.
- B.** After receipt of a notice of termination, and except as otherwise directed by TOWN, the CONTRACTOR shall:
- 1) Stop work under the Contract on the date and to the extent specified in the notice of termination.
 - 2) Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of work under contract which is not terminated.
 - 3) Terminate all Work orders and Subcontractors to the extent that they relate to the performance of Work terminated by notice of termination.
 - 4) Assign to the TOWN, in the manner, at the times, and to the extent directed by the TOWN, all of the right, title, and interest of the CONTRACTOR under the orders and subcontractors so terminated. The TOWN shall have the rights, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontractors.
 - 5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontractors, with the approval or ratification of the TOWN to

the extent the TOWN may require. The TOWN's approval or ratification shall be final for all purposes of this clause.

- 6) Transfer to the TOWN, and deliver in the manner, at the times, and to the extent, if any directed by the TOWN, (I) the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with performance of, the work terminated by the Notice of Termination, and (II) the completed or partially completed plans, drawings, information, and other property which, if the Project had been completed would have been required to be furnished to the TOWN.
- 7) Use CONTRACTOR'S best efforts to sell, in the manner, at all times, to the extent, and at the price or prices that the TOWN directs or authorizes, any property of the types referred to above in this clause, but the CONTRACTOR (i) shall not be required to extend credit to any purchaser; and (ii) may acquire any such property under the conditions prescribed and at price or prices approved by the TOWN. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made TOWN to the CONTRACTOR under the Contract Documents or shall otherwise be credited to the price or cost of the Work covered by the Contract Documents or paid in such other manner as the TOWN may direct.
- 8) Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- 9) Take such action as may be necessary, or as TOWN may direct, for the protection and preservation of the property related to the Project which is in the possession of the CONTRACTOR and in which the TOWN has or may acquire an interest.

C. After receipt of notice of termination, CONTRACTOR shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

D. CONTRACTOR shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

ARTICLE 18 – MISCELLANEOUS

SC-18.01 Giving Notice

Add Paragraph 18.01.B to read as follows:

- B. Notwithstanding the foregoing, notice of routine matters may be delivered by electronic mail on the condition that the intended recipient of the electronic mail acknowledges receipt thereof.

SC-18.05 No Waiver

Add Paragraph 18.05.B to read as follows:

- B. CONTRACTOR understands and agrees that any waiver granted by Engineer or Owner of any term or provision of the Contract shall not constitute a precedent. Neither the acceptance of the Work by Engineer or Owner nor the payment of all or part of the sum due CONTRACTOR hereunder shall constitute a waiver by Owner of any claim Owner may have against CONTRACTOR.

SC-18.09 Venue

Add Paragraph 18.09 to read as follows:

- A. Venue for any legal proceeding shall be in the County of Weld, State of Colorado.

SC-18.10 Appropriation

Add Paragraph 18.10 to read as follows:

- A. Pursuant to Section 24-91-103.6, C.R.S., as amended, Owner has appropriated the money necessary to fund the Project. No Change Order or other form of directive shall be issued by Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original contract amount, unless Owner provides written assurance to the CONTRACTOR that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Contract.
- B. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Owner payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Contract shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

SC-18.11 Independent Contractor

Add Paragraph 18.11 to read as follows:

- A. CONTRACTOR understands and agrees that CONTRACTOR is an independent CONTRACTOR and not an employee of Owner. Owner shall not provide benefits of any kind to CONTRACTOR. Owner shall not be responsible for withholding any portion of CONTRACTOR's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM OWNER. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with Owner, CONTRACTOR may engage in any other lawful business activities during the term of this Contract.

SC-18.12 Governmental Immunity

Add Paragraph 18.12 to read as follows:

- A. The Parties hereto understand and agree that TOWN is relying on, and does not waive or intend to waive by any provision of the Contract, the maximum monetary limitations on recovery of judgments or damages, or any other rights, immunities, limitations, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to TOWN, its officers or its

employees. No term or condition of the Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability or other provisions of the Colorado Governmental Immunity Act or any other applicable law.

SC-18.13 Arbitration

Add Paragraph 18.13 to read as follows:

- A. Notwithstanding any provision in the Contract Documents to the contrary, the Owner shall have the sole right to determine whether to submit a dispute or other matters to arbitration. It shall be otherwise presumed that all disputes and matters shall be resolved by a court of competent jurisdiction.

SC-18.14 Colorado Public Works Act

Add Paragraph 18.14 to read as follows:

- A. Notwithstanding any other provision of the Contract, Owner may withhold funds if required to do so pursuant to the Colorado Public Works Act, Section 38-26-101, et seq., C.R.S.

SC- 18.15 Colorado Labor

Add Paragraph 18.15 to read as follows:

- A. Pursuant to Title 8, Article 17, C.R.S., CONTRACTOR agrees, except as otherwise waived by Owner, to employ Colorado labor to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under the Contract. "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex, gender, or age is a bona fide occupational qualification.

SC-18.16 Costs and Attorney Fees

Add Paragraph 18.16 to read as follows:

- A. In the event Owner commences litigation to enforce the provisions of the Contract against CONTRACTOR and is the prevailing party, Owner shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

SC-18.17 No Presumption

Add Paragraph 18.17 to read as follows:

- A. Each party acknowledges that it has carefully read and reviewed the terms of the Contract. Each party acknowledges that the entry into and execution of the Contract 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 the Contract and with respect to all matters set forth herein. The parties agree that the Contract 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.

END OF SUPPLEMENTARY CONDITIONS



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Subdivision Development and Improvement Agreement – Welty Ridge Subdivision Filing No. 1, Platte Land & Water, LLC

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement

PRESENTED BY: Kim Meyer, Director of Planning and Development

ITEM DESCRIPTION:

The Developer, Platte Land & Water, LLC, has received approval of a final subdivision plat for two buildable lots, and a large Tract A for future development. Road right of way is also platted for Weld CR 48 and two internal streets.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with Town-approved development plans and construction plans, as development is proposed in the future.

Exhibit B-3 acknowledges the current proposed development for Lots 1 and 2, and the expectation of a more detailed development agreement that would apply to those lots as that project continues to move forward through the Town processes. The "B-3" also creates effective notice to prospective developers and owners of some larger, high-level public improvement obligations that may be anticipated as Tract A develops in the future.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the Subdivision Development and Improvement Agreement for Welty Ridge Subdivision Filing No. 1, with Platte Land & Water, LLC.

The Community That Cares

johnstown.colorado.gov

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

SUGGESTED MOTIONS:

For Approval

I move to approve the Subdivision Development and Improvement Agreement for Welty Ridge Subdivision Filing No. 1.

For Denial

I move to deny the Subdivision Development and Improvement Agreement for Welty Ridge Subdivision Filing No. 1.

Reviewed and Approved for Presentation,



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Welty Ridge Subdivision Filing No. 1)**

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town"), and Platte Land & Water, LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Welty Ridge Subdivision Filing No. 1 ("Development"); and

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

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2021-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference ("Resolution"); and

WHEREAS, Developer intends to sell Lots 1 and 2 of the Development (the "Buc-ee's Lots") to Buc-ee's Johnstown, LLC, a Delaware limited liability company ("Buc-ee's"), prior to the completion of certain Subdivision Improvements (defined below) to the Property; and

WHEREAS, the Town anticipates entering into a separate agreement related to user-specific improvements associated with the construction of Buc-ee's Travel Center by Buc-ee's on the Buc-ee's Lots; and

WHEREAS, upon execution of such separate agreement, the Buc-ee's Lots shall not, unless otherwise provided in such separate agreement and only with the prior written approval of Developer, be subject to this Agreement, and the term Property as used herein shall mean the Property less and except the Buc-ee's Lots; and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain Subdivision Improvements to the

Property, or, if the Buc-ee's Lots are conveyed to Buc-ee's, to the portion of the Property remaining after the conveyance of the Buc-ee's Lots, that Developer is responsible for the costs and expenses of those Subdivision Improvements unless otherwise provided herein, and that the Subdivision Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations.

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

1.2 **"Civil Engineering Construction Plans"** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.3 **"Code"** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **"Developer"** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.5 **"Development"** shall mean all the Property, property rights and Subdivision Improvements within the legal description in **Exhibit A**.

1.6 **"Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

- 1.7 **“Dry Utilities”** shall mean electricity, natural gas, cable and telephone.
- 1.8 **“Maintenance Guarantee”** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.
- 1.9 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.
- 1.10 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.
- 1.11 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes. The Private Improvements do not include the improvements referenced in **Section 3 on Exhibit B-3**.
- 1.12 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed in or required by **Sections 1 and 2 on Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town. The Public Improvements do not include the improvements referenced in **Section 3 on Exhibit B-3**.
- 1.13 **“Performance Guarantee”** shall mean a guarantee that the Subdivision Improvements are to be constructed in conformance with the Approved Plans.
- 1.14 **“Subdivision Improvements”** shall mean the Public Improvements and Private Improvements.
- 1.15 **“Town”** shall mean the Town of Johnstown, Colorado.
- 1.16 **“Town Manager”** shall include the Town Manager and such person’s authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the “Civil Engineering Construction Plans”).

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer’s written objection.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town’s construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

d. **Pre-Construction Meeting.** Subsequent to the Town’s approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town’s Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town’s construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and

sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 *Construction of Public Improvements*

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

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

2.3 ***Construction Schedule:*** Developer shall construct the Public Improvements in accordance with a subsequently agreed upon schedule. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing:*** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 ***Inspection:*** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material

or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 Completion of Construction: Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension.

2.7 Performance Guarantee: To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit C** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. Private Improvements

3.1 Pre- Construction: Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping and soil amendments, fencing, entry-way signage, street signs and posts, street lighting, parks, open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

3.2 Construction of Private Improvements: Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 **Inspection:** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 **Completion of Private Improvements:** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by homeowners.

3.5 **Replacement of Private Improvements:** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 **Utilities:** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 **Easements:** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 **Notice of Construction Acceptance:** Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all

subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 *Maintenance Guarantee.* Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit C** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 *Delivery of Notice of Construction Acceptance.* Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town's discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 ***Final Acceptance:*** Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

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

5.6 ***Owners Association or Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots in the Development, if required pursuant to a subsequent agreement with the Town, Developer shall establish an owners' association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the owners' association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the owners' association shall thereafter be deemed to be established. Alternatively, a metropolitan district may be created to manage and maintain areas of common interest and

ownership. Notwithstanding anything to the contrary herein, the Town shall not require that development on Lots 1 and 2 of the Final Plat be a part of any owners' association(s) or metropolitan district(s) that may be required with respect to development on any portion of Tract A of the Final Plat.

5.7 *Dedication and Maintenance of Subdivision Improvements:* Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the homeowner's association or a metropolitan district; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

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

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 Unless otherwise approved by the Town, a metropolitan district or an owners' association shall own and maintain the stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual" for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, Developer shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided

the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) Developer has established an owners association as set forth in Paragraph 5.6 above; and (9) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as

determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Johnstown Design Guidelines or, if operative with respect to the Development, the approved design guidelines.

9.3 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan district. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or

any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 Insurance: Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insured on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 Drainage Liability: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 Tax Liability: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

10.5 **Use Tax:** Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

10.5 **Cost Reimbursement to Town:** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

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

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

11.2 If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten

percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or electronic mail delivery, but only upon confirmation of receipt of such facsimile or electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

Platte Land & Water, LLC
Attention: Tim Walsh
1400 16th St., Suite 320
Denver, CO 80202
Email: Tim@PlatteAssets.com

TO TOWN:

Town of Johnstown
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

13.8 **Costs and Attorney Fees.** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

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

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

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

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

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties. 13.14 **Compliance with the Law.** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.15 **No Third-Party Beneficiaries.** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements shall not have any right of action under this Agreement.

13.16 **Force Majeure.** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

13.17 **Headings.** The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 4th day of December, 2021.

PLATTE LAND & WATER, LLC

By: 
Timothy Walsh, President

STATE OF ~~COLORADO~~ ^{ILLINOIS})
COUNTY OF LAKE) ss.

SUBSCRIBED AND SWORN to before me this 4 day of December, 2021, by Timothy Walsh, President of Platte Land & Water, LLC.

WITNESS my hand and official seal.

My commission expires:




Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Welty Ridge Subdivision Filing No. 1)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Irrevocable Letter of Credit Form

EXHIBIT A
LEGAL DESCRIPTION
(Property)

EXHIBIT B-1
PLAT
(SEE ATTACHED)

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

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Notwithstanding anything in the Agreement to the contrary, the Parties recognize and agree that Developer has sought and obtained approval of the Final Plat without the current intent to develop the Property and install the Subdivision Improvements. The Parties are executing this Agreement in order that Developer's rights and obligations with respect to the Development and the construction and installation of the Subdivision Improvements are mutually understood, agreed-upon and binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property. Prior to development of any portion of the Property, the property owner or developer of such portion of the Property shall execute an amendment to this Agreement with the Town addressing development of such portion of the Property and the special conditions, if any, related thereto. No Developer shall construct Public Improvements without first obtaining Town approval of Civil Engineering Construction Plans applicable to such portion of the Property nor shall a Developer construct Private Improvements without first obtaining Town approval of a Development Plan applicable to such portion of the Property.

2. While the final determination of development obligations shall accompany approved Civil Engineering Construction Plans and be included in amendments to this Agreement or other similar future agreements with the Town related to the Development, Developer's obligations may include, but not be limited to:

- a. Dedication of right-of-way;
- b. Roadway intersection improvements; and
- c. Payment of a pro-rata portion of the cost to construct a new water tower.

3. In addition to other such agreements for portions of the Property, the Town anticipates entering into a separate agreement related to user-specific improvements associated with the construction of Buc-ee's Travel Center by Buc-ee's Johnstown, LLC, a Delaware limited liability company, on Lots 1 and 2 of the Development ("Buc-ee's Agreement"). Public improvements specifically associated with and required by the construction of Buc-ee's Travel Center shall be addressed in the Buc-ee's Agreement and, upon execution of such agreement, Lots 1 and 2 of the Development shall not be subject to this Agreement, unless otherwise set forth in the Buc-ee's Agreement and only with the prior written approval of Developer.

EXHIBIT C**FORM--IRREVOCABLE LETTER OF CREDIT**

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$ _____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Welty Ridge Subdivision Filing No.1, dated the day _____ of December, 2021, between the Town of Johnstown and Platte Land & Water, LLC, a Delaware limited liability company.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$ _____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20____, by _____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires:

Notary Public



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Water & Sewer Service Agreement – Johnstown Village Filing 3, LGI Homes - Colorado, LLC

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Kim Meyer, Director of Planning and Development

ITEM DESCRIPTION:

The Developer, LGI Homes - Colorado, LLC, has received approval of a final subdivision plat and development plans for 132 single family attached – townhome units, on Tracts M & N of the Johnstown Village PUD.

The total estimated demand for the Development is 46.67 AF/Yr, including indoor use, at 38.28 AF/Yr, and spray and drip irrigation of 3.53 acres of landscaped areas requiring 8.39 AF/Yr. This demand equates to just under six (6) shares of Consolidated Home Supply Ditch and Reservoir Company, providing 48 AF of credit. The remaining net credit to the Developer will be 1.33 AF.

The Share Certificates and Water Court Transfer fees (\$13,950) will be due to the Town prior to recordation of the plat.

Final executed agreement will be presented for Mayor's signature, there was a delay in securing that agreement by the date of publication for this agenda packet.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

The Community That Cares

johnstown.colorado.gov

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

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Johnstown Village Filing 3, with LGI Homes - Colorado, LLC.

SUGGESTED MOTIONS:**For Approval**

I move to approve the Water & Sewer Service Agreement for Johnstown Village Filing 3.

For Denial

I move to deny the Water & Sewer Service Agreement for Johnstown Village Filing 3, with the following findings...

Reviewed and Approved for Presentation,



Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of December 2021, by and between **JOHNSTOWN VILLAGE, LLC**, a Colorado limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns an interest in land located in in the NW¼ Section 7, Township 4 North, Range 67 West, 6th PM., Weld County, Colorado, more particularly described as a replat of Tracts M and N, Johnstown Village Filing No. 1, described more particularly on Exhibit “A” (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town as a portion of the lands annexed to the Town in 2006 by Ordinance Number 2006-773 (“Massey Farms”); and

WHEREAS, the Subject Property is being developed by Developer as **Johnstown Village Filing No. 3** with 132 Townhomes with a total of 3.53 acres of irrigated area, of which 3.09 acres will be spray-irrigated and 0.44 acres will be drip-irrigated; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Subject Property dated October 8, 2021. Said analysis was received by the Town and is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated October 12, 2021, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Subject Property as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	38.28	1.91
Residential Landscape Irrigation	8.39	7.13
Total	46.67	9.04

2. Water Rights Dedication and Credits. Within forty-five (45) days of the execution of this Agreement, Developer shall dedicate six (6) shares of the Consolidated Home Supply Ditch and Reservoir Company, represented by Certificate No. 6978, to the Town (the "Dedication"). The water represented by Certificate No. 6978 has been changed to include municipal use in the District Court, Water Division No. 1, Case No. 98CW410. This Agreement is not valid until such Dedication is made and accepted by the Town.

3. Surplus dedication credit. The dedication of the six (6) shares of the Consolidated Home Supply Ditch and Reservoir Company described in Paragraph 2, above, will provide to Developer raw water credits in excess of the water demand projected for the Subject Property. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 1.33 acre-feet. The credit is calculated as follows:

Dedication Credit:	48.00 acre-feet
LESS estimated demand:	46.67 acre-feet
Net current surplus credit:	1.33 acre-feet

Upon notice and written approval of the Town, said credit may be utilized to offset increased demands, if any, which are not currently projected for the Subject Property or may be used for other future development within the Town of Johnstown, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

4. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 38.28 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service and 8.39 acre-feet for irrigation as described above.

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

6. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer shall pay to the Town the sum of Thirteen Thousand Nine Hundred and Fifty dollars (\$13,950.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 46.67 acre-feet per year of estimated water demand and estimated consumptive use of 9.04 acre-feet per year (93 SFE) for the Subject Property. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional water court transfer fees will be required in connection with future development of any property to which all or any portion of the surplus

dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Ordinance and this Agreement.

7. Notices. All notices, 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:

JOHNSTOWN VILLAGE LLC
Attention: Michael Blumenthal
17 Beacon Hill Lane
Greenwood Village, CO 80111
Email: michaelbent@msn.com

With copies to:
Bob Quinette
10221 Prestwick Trail
Lone Tree, CO 80124
Email: bobquinette@gmail.com

And
Harvey Deutsch
143 Monroe Street
Denver, CO 80206
Email: Harvey@prospectllc.com

And
Rumler Tarbox Lyden
1777 South Harrison Street, Suite 1250
Denver, CO 80210
Attn: Jean M. Gold, Esq.
Email: jgold@rumlerlaw.com

TO THE TOWN:

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

**WITH A COPY TO
THE TOWN ATTORNEYS:**

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

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

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

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

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

acknowledge that Developer is under contract to sell the Property to LGI Homes – Colorado, LLC, a Colorado limited liability company (“LGI”). Upon the closing of the purchase and sale of the Property from Developer to LGI, as indicated by the recordation of a special warranty deed conveying the Property to LGI, and Developer’s performance of the Dedication (pursuant to Section 2 above), Developer’s obligations hereunder shall be deemed assigned to LGI, and LGI shall be deemed to have assumed all of Developer’s obligations under this Agreement. Upon such assignment and assumption of this Agreement, LGI’s address for the purposes of Section 7 is as follows:

LGI HOMES – COLORADO, LLC
 Attn: Tracye Herrington
 3401 Quebec Street, Suite 4060
 Denver, CO 80207
tracye.herrington@lgihomes.com

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 shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

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

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

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

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

17. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion.

Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

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

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

Signatures follow.

JOHNSTOWN VILLAGE, LLC

By: _____

Name: _____

Title: _____

[illegible]

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021 by _____ (name) as the _____ (title) of Johnstown Village, LLC, a Colorado limited liability company.

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: _____
Diana Seele, Town Clerk

JOHNSTOWN VILLAGE LLC

By: Michael Blumenthal

Name: _____

Title: manager

STATE OF COLORADO)

) ss

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this 4th day of December, 2021 by
Michael Blumenthal (name) as the manager (title) of Johnstown Village
 LLC, a Colorado limited liability company.

Witness my hand and official seal.

Jean M Gold
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20004014893
 MY COMMISSION EXPIRES May 19, 2024

Jean M. Gold
 Notary Public

Notary Public

1642 Evanshoe St, Denver CO 80220
 Address

Address

303-335-5474
 Telephone

Telephone

My Commission Expires: May 19, 2024

TOWN OF JOHNSTOWN, COLORADO,
 a municipal corporation

By: _____
 Gary Lebsack, Mayor

ATTEST:

By: _____
 Diana Seele, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

TRACTS M AND N, JOHNSTOWN VILLAGE FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: Subdivision Development and Improvement Agreement –
Johnstown Village Filing 3, LGI Homes - Colorado, LLC

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with
Exhibits

PRESENTED BY: Kim Meyer, Director of Planning and Development

ITEM DESCRIPTION:

The Developer, LGI Homes - Colorado, LLC, has received approval of a final subdivision plat and development plans for 132 single family attached – townhome units, on Tracts M & N of the Johnstown Village PUD.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with Town-approved development plans and construction plans.

Exhibit B-3 details financial obligations of the Developer related to a cash-in-lieu payment for park land dedication, as required by the municipal code; as well as a pro rata share of the future signalization of the intersection at Highway 60 and Meadowlark Dr. / Zack Pl., as determined by a 2019 FHU analysis of the overall Johnstown Village traffic impacts on that intersection.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

The Community That Cares

johnstown.colorado.gov

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

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement for Johnstown Village Filing 3, with LGI Homes - Colorado, LLC.

SUGGESTED MOTIONS:**For Approval**

I move to approve the Subdivision Development and Improvement Agreement for Johnstown Village Filing 3.

For Denial

I move to deny the Subdivision Development and Improvement Agreement for Johnstown Village Filing 3.

Reviewed and Approved for Presentation,



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Johnstown Village Filing No. 3)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the “Town”) and **Johnstown Village LLC**, a Colorado limited liability company (the “Developer”).

WITNESSETH:

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Johnstown Village Filing No. 3 (“Development”); and

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

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2021-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain Subdivision Improvements (defined below) to the Property, that Developer is responsible for the costs and expenses of those Subdivision Improvements unless otherwise provided herein, and that the Subdivision Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations.

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

1.2 **“Developer”** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.3 **“Civil Engineering Construction Plans”** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.4 **“Code”** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **“Development”** shall mean all the Property, property rights and Subdivision Improvements within the legal description in **Exhibit A**.

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

1.6 **“Dry Utilities”** shall mean electricity, natural gas, cable and telephone.

1.7 **“Maintenance Guarantee”** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.8 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.9 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.10 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.11 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.12 **“Performance Guarantee”** shall mean a guarantee that the Subdivision Improvements are to be constructed in conformance with the Approved Plans.

1.13 **“Subdivision Improvements”** shall mean the Public Improvements and Private Improvements.

1.14 **“Town”** shall mean the Town of Johnstown, Colorado.

1.15 **“Town Manager”** shall include the Town Manager and such person’s authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the “Civil Engineering Construction Plans”).

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and

installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 *Construction of Public Improvements*

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

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

2.3 **Construction Schedule:** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference (“Schedule of Public Improvements”). Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 **Testing:** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 **Inspection:** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer’s cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer’s expense and to the satisfaction of the Town.

2.6 **Completion of Construction:** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town’s written consent to the extension.

2.7 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Performance Guarantee”) in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer’s professional engineer, licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

3.1 **Pre- Construction:** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the

proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping and soil amendments, fencing, entry-way signage, street signs and posts, street lighting, parks, open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

3.2 Construction of Private Improvements: Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 Inspection: At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 Completion of Private Improvements: Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town in the form approved by the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by homeowners.

3.5 Replacement of Private Improvements: As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 ***Utilities:*** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 ***Easements:*** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***Notice of Construction Acceptance:*** Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible “as built” drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary

(“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 *Delivery of Notice of Construction Acceptance.* Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town’s discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 *Maintenance, Repair and Replacement:* Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer’s expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 *Final Acceptance:* Two (2) years after the Town’s issuance of the Notice of Construction Acceptance, which time period may be extended at the Town’s discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance

specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

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

5.6 *Homeowners Association or Metropolitan District:* Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners' association for the Development or shall delegate covenant enforcement and design review services to the Johnstown Village Metropolitan District Nos. 1-5, or any one of them ("District"). If a homeowners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the appropriate County Clerk and Recorder and the homeowners' association shall thereafter be deemed to be established.

5.7 *Dedication and Maintenance of Subdivision Improvements:* Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the homeowner's association or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, the District or the appropriate public utility company.

WATER AND SEWER SERVICE

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

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 The District shall own and maintain the stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual" for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, Developer shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies

related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due to the Weld County School District RE-5J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) Developer has established a homeowners association as set forth in Paragraph 5.6 above, if required; and (9) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work,

shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Johnstown Design Guidelines or, if operative with respect to the Development, the approved design guidelines.

9.3 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan district. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insured on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 **Drainage Liability:** Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the

Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 ***Tax Liability:*** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

10.5 ***Use Tax:*** Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

10.5 ***Cost Reimbursement to Town:*** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

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

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

11.2 If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever

additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home,

the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

13.6 ***Title and Authority:*** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 ***Notice:*** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or electronic mail delivery, but only upon confirmation of receipt of such facsimile or electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:	TO TOWN:
JOHNSTOWN VILLAGE LLC Attention: Michael Blumenthal	TOWN OF JOHNSTOWN Attention: TOWN MANAGER
17 Beacon Hill Lane Greenwood Village, CO 80111 Email: michaelbent@msn.com	450 So. Parish P. O. Box 609 Johnstown, CO 80534 Email: MLeCerf@JohnstownCO.gov
With copies to : Bob Quinette 10221 Prestwick Trail Lone Tree, CO 80124 Email: bobquinette@gmail.com And Harvey Deutsch 143 Monroe Street Denver, CO 80206 Email: Harvey@prospectllc.com And Rumler Tarbox Lyden 1777 South Harrison Street, Suite 1250 Denver, CO 80210 Attn: Jean M. Gold, Esq. Email: jgold@rumlerlaw.com	

13.8 ***Costs and Attorney Fees.*** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

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

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

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

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

13.13 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.14 ***Compliance with the Law.*** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.15 ***No Third-Party Beneficiaries.*** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements shall not have any right of action under this Agreement.

13.16 ***Force Majeure.*** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

13.17 ***Headings.*** The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ____ day of December, 2021.

OWNER
JOHNSTOWN VILLAGE LLC,
a Colorado limited liability company

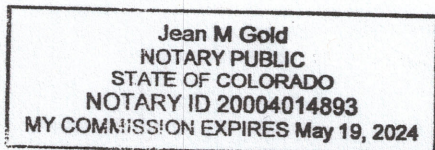
By: Michael Blumenthal
Name: _____
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 4th day of December, 2021, by
Michael Blumenthal, as manager of JOHNSTOWN VILLAGE
LLC, a Colorado limited liability company

WITNESS my hand and official seal.

My commission expires: may 19, 2024



Jean M Gold
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

**APPROVED AND AGREED TO WITH RESPECT TO THE DISTRICT OBLIGATIONS
CONTAINED IN THE AGREEMENT:**

JOHNSTOWN VILLAGE METROPOLITAN
DISTRICT NOS. 1-5

By: _____
President

Attest:

Secretary

By signing below, LGI acknowledges and agrees to the terms above pertaining to the Subdivision Improvement Agreement for Town of Johnstown, by and between the Town of Johnstown and Johnstown Village LLC:

LGI HOMES - COLORADO, LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by
_____, as _____ of LGI HOMES - COLORADO,
LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:

Notary Public

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Johnstown Village Filing No. 3)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

LEGAL DESCRIPTION (Property)

LEGAL DESCRIPTION

TRACTS M AND N, JOHNSTOWN VILLAGE FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.

EXHIBIT B-1

PLAT

(SEE ATTACHED)

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

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Prior to recordation of the Final Plat, Developer shall provide a payment to the Town in the amount of payment of \$84,942.00, made payable to the Town of Johnstown, in lieu of the required 1.3 acres (56,628 SF) of land dedication required by Johnstown Municipal Code §17-51(a).
2. Prior to receipt of the Notice of Construction Acceptance, Developer shall provide a payment to the Town in the amount of \$29,750.00, made payable to the Town of Johnstown, for the pro rata cost of a traffic signal of the intersection at Meadowlark Drive, Zack Place and State Highway 60.
3. The Johnstown Village Metropolitan District Nos. 1-5, or any of them, or a homeowners' association, established pursuant to the Agreement, shall be responsible for ownership and maintenance of all private drives, outlots and other common elements.
4. The Town and Developer acknowledge that Developer is under contract to sell the Property to LGI Homes – Colorado, LLC, a Colorado limited liability company (“LGI”). Upon the closing of the purchase and sale of the Property from Developer to LGI, as indicated by the recordation of a special warranty deed conveying the Property to LGI (the “Deed”), LGI shall be the Developer for the purposes of this Agreement. As of the date of the recording of the Deed, Developer’s obligations hereunder shall be deemed assigned to LGI, and LGI shall be deemed to have assumed all of Developer’s obligations under this Agreement.
5. Upon the closing of the purchase and sale of the Property to LGI and the recording of the Deed, the Town shall be deemed to have accepted the assignment of this Agreement from Developer to LGI, and Developer shall be released from its obligations hereunder pursuant to Section 13.5 of this Agreement.
6. LGI’s address for notice for the purposes of Section 13.7 is set forth below:

LGI HOMES – COLORADO, LLC
 Attn: Tracie Herrington
 3401 Quebec Street, Suite 4060
 Denver, CO 80207
tracie.herrington@lgihomes.com

EXHIBIT C
SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)



PROJECT NAME:

Johnstown Village
Tract M/N

PROJECT NO:

196011003

DATE PREPARED:

November 30, 2021

OPINION OF PROBABLE COST

	QUANTITY	UNIT	UNIT COST	TOTAL
SEWER				
8" PVC SEWER LINE	3,705	LF	\$50.00	\$185,250.00
4' DIA. SAN MANHOLE	39	EA	\$7,100.00	\$276,900.00
4" SEWER SERVICE ON NEW 8" MAIN W/ SPEC BEDDING W/O UNDERDRAIN, (AVG 17 LF)	132	EA	\$3,006.00	\$396,792.00
CONNECT TO EXISTING	2	EA	\$3,410.00	\$6,820.00
				\$865,762.00
WATER				
8" PVC WATER LINE	4,619	LF	\$36.00	\$166,284.00
STD FIRE HYDRANT ASSEMBLY	5	EA	\$5,975.00	\$29,875.00
6" DIP Hydrant Leads	73	LF	\$65.00	\$4,745.00
10" x 8" CROSS	1	EA	\$1,200.00	\$1,200.00
8" x 8" CROSS	3	EA	\$900.00	\$2,700.00
8" X 8" TEE	11	EA	\$935.00	\$10,285.00
8" X 6" TEE	5	EA	\$650.00	\$3,250.00
3/4" COPPER SERVICE LINE W/ SQUEEGE BEDDING W/ PIT, CORP STOP & INSULATOR (AVG. 17 LF)	132	EA	\$2,990.00	\$394,680.00
10" GATE VALVE	2	EA	\$2,800.00	\$5,600.00
8" GATE VALVE	63	EA	\$2,555.00	\$160,965.00
8" BEND FITTING	41	EA	\$805.00	\$33,005.00
TIE IN TO EXISTING MAIN (8" TAP)	4	EA	\$2,260.00	\$9,040.00
8" CAP W/ 2" AUTOMATIC FLUSHING HYDRANT	7	EA	\$4,600.00	\$32,200.00
8" WATER LOWERING	2	EA	\$4,600.00	\$9,200.00
			WATER SUB-TOTAL	\$863,029.00
STORM DRAIN				
18" RCP	122	LF	\$81.00	\$9,882.00
24" RCP	1,016	LF	\$110.00	\$111,760.00
5' DIA. STORM MANHOLE	13	EA	\$4,300.00	\$55,900.00
CDOT TYPE "R" INLET (10')	10	EA	\$19,240.00	\$192,400.00
			STORM DRAIN SUB-TOTAL	\$369,942.00
SURFACE IMPROVEMENTS				
5' SIDEWALK (6")	1,993	LF	\$42.00	\$83,706.00
6" VERTICAL CURB & GUTTER	2,404	LF	\$24.00	\$57,696.00
CONCRETE ALLEY	9,288	SY	\$70.00	\$650,160.00
SUBGRADE PREP (ALLEY)	9,288	SY	\$2.00	\$18,576.00
FULL DEPTH ASPHALT (6" EST)	4,700	SY	\$30.00	\$141,000.00
CLASS 6 ROAD BASE (8" DEPTH)	4,700	SY	\$6.00	\$28,200.00
SUBGRADE PREP (STREET)	4,700	SY	\$2.00	\$9,400.00
RETAINING WALL	206	SFF	\$55.00	\$11,330.00
CURB RAMP	8	EA	\$1,500.00	\$12,000.00
STREET LIGHTING	1	EA	\$30,000.00	\$30,000.00
REGULATORY SIGNAGE	1	EA	\$7,000.00	\$7,000.00
ADJUST MANHOLE TO GRADE	52	EA	\$600.00	\$31,200.00
ADJUST VALVE TO GRADE	68	EA	\$300.00	\$20,400.00
			SURFACE IMPROVEMENT SUB-TOTAL	\$1,100,668.00
EARTHWORK				
OVERLOT GRADING (Cut to Fill)	2,300	CY	\$2.61	\$6,003.00
OVERLOT GRADING (Required Import)	42,500	CY	\$8.00	\$340,000.00
SITE STRIPPING (12" DEPTH)	65,500	SY	\$1.50	\$98,250.00
			EARTHWORK SUB-TOTAL:	\$444,253.00



PROJECT NAME: Johnstown Village
 Tract M/N
PROJECT NO: 196011003
DATE PREPARED: November 30, 2021

OPINION OF PROBABLE COST

MISCELLANEOUS

EROSION CONTROL	13	AC	\$4,000.00	\$52,000.00
MOBILIZATION	1	EA	\$10,000.00	\$10,000.00
TRAFFIC CONTROL	1	EA	\$5,000.00	\$5,000.00
LANDSCAPING & IRRIGATION	8	AC	\$118,000.00	\$944,000.00
MISCELLANEOUS SUB TOTAL				\$1,011,000.00

SUB-TOTAL SEWER \$865,762.00

SUB-TOTAL WATER: \$863,029.00

SUB-TOTAL STORM DRAINAGE: \$369,942.00

SUB-TOTAL SURFACE IMPROVEMENT: \$1,100,668.00

SUB-TOTAL EARTHWORK: \$444,253.00

SUB-TOTAL MISCELLANEOUS: \$1,011,000.00

SUB-TOTAL CONSTRUCTION: \$4,654,654.00

15% CONTINGENCY \$698,198.10

TOTAL CONSTRUCTION: \$5,352,852.10

NOTE:

THIS ESTIMATE IS AN OPINION OF PROBABLE COST AND IS BASED ON FINAL CONSTRUCTION DOCUMENTS FOR JOHNSTOWN VILLAGE. QUANTITIES AND PRICES ARE APPROXIMATE, AND ARE THEREFORE SUBJECT TO CHANGE.

THE FOLLOWING EXCLUSIONS APPLY BUT ARE NOT LIMITED TO:

- PERMITTING AND REVIEW FEES
- DESIGN FEES (ENGINEERING, LANDSCAPE ARCHITECTURE, ETC)
- PRIVATE LOT AREA LANDSCAPING & IRRIGATION
- DRY UTILITIES (ELECTRIC, FIBER, GAS, ETC.)
- DEWATERING

EXHIBIT D**FORM--IRREVOCABLE LETTER OF CREDIT**

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

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

ATTENTION:TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$ _____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Johnstown Village Filing No. 3, dated _____ of _____, 2021, between the Town of Johnstown and Johnstown Village, LLC, a Colorado limited liability company.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$ _____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
 20____, by _____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires:

 Notary Public



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	December 13, 2021
SUBJECT:	Low Point Wastewater Treatment Plant Expansion
ACTION PROPOSED:	Award Construction Administrations Services for the Low Point Wastewater Treatment Plant Expansion
ATTACHMENTS:	1. Fee Schedule 2. Exhibit K Contract Amendment
PRESENTED BY:	Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award construction administrative services for the Low Point Wastewater Treatment Plant Expansion project to AQUA Engineering Consultants, LLC for the amount of \$1,223,367.00. These construction administrative services include additional design services, construction engineering services, and SCADA integration.

The additional design services were amendments to the scope of work for the original Low Point Point Wastewater Treatment Plant Expansion design contract and covered 5 areas: expanded Comprehensive Performance Evaluation (CPE) requirements, Northern Front Range Water Quality Planning Association (NFRWQPA) utility plan update, advanced equipment procurement, additional Construction Manager at Risk (CMaR) coordination, and unanticipated Colorado Department of Public Health and Environment (CDPHE) permitting requirements. The scope of services and table included with the attached Contract go into detail on each of these items. The Town discussed the additional services in depth with the AQUA Engineering and is moving forward with two action items; 1) Documenting future additional services with a formalize Change Order process and 2) scheduling a meeting on the scope for the Central Wastewater Treatment Plant design to evaluate additional service needs, if any based on Low Point.

As part of standard wastewater treatment plant construction, AQUA Engineering is required to provide construction engineering services which consists of 3 scope items; Quality Assurance/ Quality Control, Construction Administration, and Resident Project Representative. AQUA Engineering is required to stamp the as-built plans in order for the Town to receive the CDPHE construction completion certification for the new plant and this requires extensive oversight and involvement in construction to have the necessary level of confidence to stamp final plans. This construction completion certificate is part of the critical milestones identified in the Town's Cease and Desist Order with the CDPHE.

The last item included is the SCADA programming for the Low Point Expansion project. SCADA is a control system that is designed to collect, analyze, and visualize data from the equipment and processes to assist in the day-to-day operations of the facility. This item was relocated from the construction contract due to AQUA's business relationship with the project SCADA integrator, SKM, as well as the context of the services identified falling better into a professional services contract vs construction contract.

The Community That Cares

www.TownofJohnstown.com

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

Total Project Expenses to Date:

Aqua Engineering Design (4-6-20)	\$600,084.00
Moltz CMAr Services (5-17-21)	\$49,560.00
Moltz Construction GMP	\$23,336,546.00
Town Equipment Contract Fees	\$239,362.00
<u>Aqua Engineering CM Services</u>	<u>1,223,367.00</u>
Total	\$25,448,919.00

The total project cost for the Low Point Wastewater Treatment Plant Expansion project to date is \$25,448,919.00. The Town budgeted \$8 million in 2021 for project design and construction services, and budgeted \$20 million including rollover from 2021 to cover project expenses in 2022 and will be required to address additional project funding to complete construction in the 2023 budget.

LEGAL ADVICE:

The contract amendment, Exhibit K, has been reviewed by the Town's Attorney.

FINANCIAL ADVICE:

The Town budgeted \$8 million in 2021 for project design and construction services, and budgeted \$20 million including rollover from 2021 to cover project expenses in 2022 and will be required to address additional project funding to complete construction in the 2023 budget.

RECOMMENDED ACTION:

Town Staff recommends the award of the construction administrative services for the Low Point Wastewater Treatment Plant Expansion to AQUA Engineering, Inc. in an amount not to exceed \$1,223,367.00.

SUGGESTED MOTIONS:**For Approval**

I move to award of the construction administrative services for the Low Point Wastewater Treatment Plant Expansion to AQUA Engineering Consultants, LLC. in an amount not to exceed \$1,223,367.00.

For Denial

I move to deny the award of construction administrative services to AQUA Engineering Consultants, LLC, for the Low Point Wastewater Treatment Plant Expansion project and direct Staff to schedule a work session to further discuss options.

Reviewed and Approved for Presentation,



Town Manager

Town of Johnstown, Low Point Wastwater Treatment Facility Additional Services, Construction Engineering Services, SCADA Programming Services																	December 2, 2021			
 Innovative Engineering Solutions TASKS AND SUBTASKS		LEVEL OF EFFORT (hours)													Total AQUA Labor \$	Direct Expenses	AQUA Expenses and Subs Markup	Total AQUA Fee		
		PIC	Sr. Process Eng / PM	Sr. Process Eng	Engineer II	Principal Electrical & Controls Eng.	Electrical/ Controls Engineer III	Controls Engineer I	Principal Structural Engineer	Sr. Designer	Designer	Senior RPR/ Construction Specialist	SKM Clerical	Project Admin/ Coordinator					Total AQUA Hours	
Bob Frchetti Justin Logan	Craig Matsuda	Boris Petkovic	Cody Vavra Mitchell Weldon Steve Brady	Ryan Pack	Andy Wells Lindsey Stevens	Bob Buckner	Darin Hawkes	Keith Rindt Kenneth Baetz	Derek Hyde	Kevin Alcott	SKM Clerical	Ernestine Trujillo								
\$190/hr	\$180/hr	\$165/hr	\$150/hr	\$175/hr	\$160/hr	\$145/hr	\$180/hr	\$115/hr	\$105/hr	\$140/hr	\$65/hr	\$85/hr		10%						
10	Additional Services (Already Provided)															\$90,000			\$90,000	
10.1	Expanded Comprehensive Performance Evaluation (CPE)															\$10,000			\$10,000	
10.2	Additional Utility Plan (UP) Services															\$10,000			\$10,000	
10.3	Major Equipment Bidding, Pre-Selection, and Procurement Services															\$40,000			\$40,000	
10.4	CMAR Design Phase Coordination Services and GMP Development															\$15,000			\$15,000	
10.5	Additional CDPHE Permitting															\$15,000			\$15,000	
11	Construction Engineering - Assumes CMAR Delivery		562	1722	160	972	104	72		20	60	40	1628	4	108	5452	\$870,720	\$29,375	\$2,937	\$903,032
	Contract Duration (weeks) 104		\$106,780	\$309,960	\$26,400	\$145,800	\$18,200	\$11,520		\$3,600	\$6,900	\$4,200	\$227,920	\$260	\$9,180					
11.1	Project Management and Quality Assurance /Quality Control		120	120											48	288	\$48,480	\$200	\$20	\$48,700
11.2	Construction Contract Administration																			
11.2.1	Construction Contract Exexecution, NTP, Schedules Review, Conformance, Design Approval		4	40									4		2	50	\$8,690			\$8,690
11.2.2	Attend Construction Meetings (104 (weekly) meetings, 4 hrs per meeting			416												416	\$74,880	\$7,363	\$736	\$82,979
11.2.3	Engineer Visits to the Site (same day as meetings, plus one visit/ week by Eng II		144	208		416										768	\$127,200	\$9,062	\$906	\$137,168
11.2.4 - 7	RFI's , Field Orders, Submittals, VE and Change Order/ Contingency Mgmnt		208	800	160	520	12	40		20	20					1780	\$302,320			\$302,320
	PLC Submittals and Testing - Not required if SKM provides PLC and Instruments to Moltz						58	32					4			94	\$15,530	\$1,750	\$175	\$17,455
11.2.8	Pay Application Review and Recommendation		52	72									52		24	200	\$32,160			\$32,160
11.2.9	Substantial Completion/ Punchlist		8	8		8	8								2	34	\$5,730	\$300	\$30	\$6,060
11.2.10	Start-up Assistance (in addition to regular office time/ site visits)		8	20		20	8								2	58	\$9,690			\$9,690
11.2.11	Final Completion/ Punch List		8	8		8	4								2	30	\$5,030	\$300	\$30	\$5,360
11.2.12	As-Built Documentation			10			4				40	40	30		4	128	\$15,840			\$15,840
11.2.13	Post Construction/Warranty Phase Services		10	20			10						14		4	58	\$9,550	\$400	\$40	\$9,990
11.3	RPR Services (16 hrs/wk till SC, 8 hrs/ wk SC to FC)												1528		20	1548	\$215,620	\$10,000	\$1,000	\$226,620
12	SCADA PROGRAMMING SERVICES						36		1012					30	22	1100	\$156,860	\$73,375	\$100	\$230,335
							\$6,300		\$146,740					\$1,950	\$1,870					
12.1	SCADA & PLC Programming, Computer Hardware & Software																			
12.1.1	PLC Programming and Software						16		311					9		336	\$48,480	\$5,725		\$54,205
12.1.2	SCADA Computor and Software						1		12					1		14	\$1,980	\$57,150		\$59,130
12.1.3	SCADA Programming						16		311					9		336	\$48,480			\$48,480
12.1.4	Alarm System/Autodialer Programming						2		30					1		33	\$4,765			\$4,765
12.2	Start-up/ Training and Record Drawings																			
12.2.1	I/O Testing								50					2		52	\$7,380	\$1,250		\$8,630
12.2.2	Commisioning								274					7	2	283	\$40,355	\$8,250		\$48,605
12.2.3	Training								12							12	\$1,740			\$1,740
12.2.4	Record Drawings						1		12					1	20	34	\$3,680	\$1,000	\$100	\$4,780
Fee Summary			Task Hours													6,552	1,117,580	102,750	3,037	\$1,223,367
			562	1722	160	972	140	72	1012	20	60	40	1628	34	130					
			Task Fees																	
			\$106,780	\$309,960	\$26,400	\$145,800	\$24,500	\$11,520	\$146,740	\$3,600	\$6,900	\$4,200	\$227,920	\$2,210	\$11,050					

This is **EXHIBIT K**, consisting of pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 16, 2020**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: December , 2021

Background Data

Effective Date of Owner-Engineer Agreement: March 16, 2020

Owner: Town of Johnstown

Engineer: AQUA Engineering

Project: Low Point Wastewater Treatment Plant Expansion

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- X Modifications to other terms and conditions of the Agreement

Description of Modifications:

See Attachment 1 to this Exhibit K which defines the scope of additional services (Scope Items 10, 11 and 12) in this Amendment No. 1.

Scope Item 10 – Additional Design Phase Services: \$90,000 adder
Scope Item 11 – Construction Engineering Services: \$903,032 adder
Scope Item 12 – SCADA Programming: \$230,335 adder
\$1,223,367 total adder

Construction Engineering and SCADA Programming services were specifically excluded in the original Professional Services Agreement. This Amendment No. 1 adds construction and SCADA programming professional services to the contract. Exclusions, assumptions, and other clarifications in the original agreement not affected by this Amendment remain in effect.

Agreement Summary:

Original agreement amount:	\$ 590,084.00
Net change for prior amendments:	\$ 10,000.00
This amendment amount:	\$ 1,223,367.00
Adjusted Agreement amount:	\$ 1,823,451.00

Change in time for services (days or date, as applicable): Time for services is extended by this Amendment No. 1 to match the Project Final Completion date - November 20, 2023.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER

By: _____

By: _____

Print
name: _____

Print

name: Bob Frachetti, P.E.

Title: _____

Title: Principal

Date Signed: _____

Date Signed: 12/2/2021

Town of Johnstown
Attn: Matt LeCerf, Town Manager
Ellen Hilbig, Interim Director of Public Works
450 S Parish Avenue, PO Box 609
Johnstown, Colorado 80534

December 2, 2021

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):

Matt LeCerf at MLeCerf@JohnstownCO.gov | Ellen Hilbig at EHilbig@JohnstownCO.gov

RE: Additional Services, Construction Engineering Services, and SCADA Programing Services for Johnstown Low Point Wastewater Treatment Plant Expansion Project

Dear Matt and Ellen:

AQUA Engineering (AQUA) is providing our scope of services and fee for Task 10 - Additional Services, Task 11 - Construction Engineering Services, and Task 12 - SCADA System Supply and Programing Services for the Johnstown Low Point Wastewater Treatment Plant. As noted in our current Agreement, these services will be incorporated by an Amendment to the existing *Agreement Between Owner and Engineer for Professional Services* (Agreement) with the Town dated March 16, 2020.

SCOPE OF WORK

TASK 10 . ADDITIONAL SERVICES

The Agreement, Exhibit A, Part 2 – Additional Services noted certain services that were excluded in the planning, permitting, and design phase scope and associated fee. The Town requested and AQUA has provided these Additional Services and thereby requests due compensation in accordance with the Agreement provisions. In consideration of the Town's budget we are limiting our compensation request to a lump sum amount to result in a break-even cost of our services provided today.

AQUA Engineering has performed the following additional services:

10.1. Expanded Comprehensive Performance Evaluation (CPE)

The CPE was a larger effort and required more detailed analyses than planned. For example, BioWin models on the Central WWTP MBBR system and iterations of lagoon calculations were provided to formulate responses to the NOV/CDO, coordinated the lagoon dye testing, and coordinated the lab sampling program for both Low Point and Central WWTPs. AQUA requests \$10,000 for these Additional Services.

10.2. Additional Utility Plan (UP) Services

A Utility Plan update was originally scoped, based on the Town and AQUA's belief that a straightforward update to the Town's Utility Plan was only required. However, the NFRWQPA Utility Planning Guidance Document was updated during the project and more information was required in the submittal. The UP was mostly rewritten.

AQUA requests \$10,000 for these Additional Services.

10.3. Major Equipment Bidding, Pre-Selection, and Procurement Services

Major equipment bidding, pre-selection, and procurement assistance was not included in the original scope of services but was conducted as requested by the Town to procure the best value equipment in consideration of the Town preferences and procurement policies. Equipment bidding and procurement is normally provided during the construction phase by the construction contractor.

These additional services involved bidding assistance, including RFP development and advertisement, RFI responses and issuing addenda, receipt of bids and document control, evaluation of bids (reference checks, scope of supply coordination, several Town meetings), Notice of Awards and notices of non-selection for all bidders. Contract administration support services were also provided along with pre-selected equipment submittal reviews, and value engineering of pre-selected equipment throughout project (for example, reduction from 8 blower units to the 6 designed units). These additional services do not include equipment sizing or specification development as these would have been completed during design regardless of equipment pre-selection.

AQUA requests \$40,000 for these Additional Services. AQUA notes that the pre-selection process resulted in significant savings to the Town since the Town was able to lock-in major equipment pricing before the significant cost escalation that occurred throughout the industry in 2021. Pre-selection also improved the final design and the associated CMAR GMP by adding design clarity and reduced contingency allowances.

10.4. CMAR Design Phase Coordination Services and GMP Development

Design phase services associated with the CMAR coordination and support were not originally scoped. Services include 60% and Final GMP reviews and meetings, several Value Engineering meetings, and assistance provided to Moltz to respond to RFI's and addenda required for GMP development. AQUA requests \$15,000 for these Additional Services.

10.5. Additional CDPHE Permitting

The Permit Modification Form and subsequent, on-going RFI response, including WET testing and CDPHE coordination, are services not included in the original contract scope.

AQUA requests \$15,000 for these Additional Services.

TASK 11 . CONSTRUCTION ENGINEERING SERVICES

The Town has selected Moltz Construction as the Construction Manager at Risk ("CMAR" or "Contractor") to perform construction of the Low Point Wastewater Treatment Facility upgrades and expansion project. The Town will execute a CMAR construction phase contract with Moltz.

AQUA Engineering will provide the construction phase office and field engineering services as required to fulfill the duties and responsibilities noted in the Construction Phase Services Agreement between the Town and Moltz, and as described in the following subtasks.

AQUA has based our fee estimate and scope of services on a construction duration of approximately 24 months beginning from the date of Construction Notice to Proceed (NTP) as noted in the

Construction Schedule prepared by the Moltz Construction (Moltz) and approved by the Town in then pending CMAR Construction Phase Agreement between the Town and Moltz. The anticipated construction NTP date is November 18, 2021.

11.1. Project Management and Quality Assurance / Quality Control (QA/QC)

AQUA will coordinate and manage the engineering services scope, budget, and schedule throughout the duration of the Agreement. Periodic coordination calls will take place as needed. Monthly progress reports or calls will be provided that include schedule and budget updates. AQUA Principals will be heavily involved in the Project and are responsible for providing overall quality assurance / quality control and ensuring that deliverables meet the highest of standards to meet the goals of the project

11.2. Construction Administration of Construction Contract

Consult with Town and act as Town's representative as provided in the Construction Contract. Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Town or Contractor, and will not be liable to Town, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the project Contract Documents, and specifically, EJCDC C-700, which are the Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Town's Agreement with Moltz. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Town's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Town in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

11.2.1. Construction Contract Execution Assistance, Notice to Proceed, and Schedules Review

Assist the Town with CMAR Construction Contract execution, Issue the required Notice to Proceed (NTP) to Moltz (Contractor, or CMAR) and receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. This task also includes conformance document development and 10-hours of labor associated with obtaining CDPHE chemical modification form approval and final design approval.

11.2.2. Construction Kick-Off and Progress Meetings

AQUA will facilitate a Construction Kick-off Meeting and attend weekly Construction Project Meetings with Moltz and the Town. Per the pending CMAR Construction Agreement, Moltz is responsible for administering the progress meeting and preparing and distributing meeting minutes.

11.2.3. Engineer Visits to Site and Observation of Construction:

In connection with observations of Contractor's Work while it is in progress:

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative (RPR). Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Town informed of the progress of the Work.
- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Town a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- c. Defective Work. Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Town regarding whether Contractor should correct such Work or remove and replace such Work, or whether Town should consider accepting such Work as provided in the Construction Contract Documents. If Engineer has knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Town of such incompatibility, and provide recommendations for addressing such Work.

11.2.4. Clarifications and Interpretations (RFI's)

Accept from Contractor and Town submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation (RFIs), or relating to the acceptability of the Work under the Construction Contract

Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

11.2.5. Field Orders

Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

11.2.6. Change Orders and Work Change Directives

Recommend Change Orders and Work Change Directives to Town, as appropriate, and prepare Change Orders and Work Change Directives as required.

Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Town and Contractor. Provide information or data to Town regarding engineering or technical matters pertaining to Claims.

Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Town's use.

11.2.7. Shop Drawings, Samples, and Other Submittals

Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

Contractor's Completion Documents: Receive from Contractor, review, and transmit to Town maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Town the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment

11.2.8. Applications for Payment

Based on Engineer's observations as a qualified design professional and on review of Applications for Payment and accompanying supporting documentation; Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Town, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in there commendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Town; to determine that title to any portion of the Work, including materials or equipment, has passed to Town free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Town and Contractor that might affect the amount that should be paid.

11.2.9. Substantial Completion Review and Recommendation

Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Town and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Town's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Town regarding any remaining engineering or technical matters affecting Town's use or occupancy of the Work following Substantial Completion.

11.2.10. Start-up and Commissioning Assistance Services

AQUA will facilitate and assist the Town and Moltz with equipment and system start-up and commissioning. This supplemental assistance does not modify the responsibilities of Moltz Construction regarding system start-up, demonstration, training, or commissioning as required by the Construction Contract Documents.

11.2.11. Final Completion Status Review and Notice of Acceptability of the Work / CDPHE Certification

Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Town and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

11.2.12. As-Built Documentation

AQUA will update the construction documents with as-built (record) information reflecting construction change orders and other deviations from the construction documents.

11.2.13. Post-Construction Phase/Warranty Period Engineering Services:

AQUA has included an allowance of \$10,000 for engineering services following final-completion within the warranty period.

11.3. Resident Project Representative (RPR)

Provide the services of a part-time RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as described in the EJCDC 2018 General Conditions in the Construction Contract Documents. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. RPR services will be provided for an average of 15 hours per week for the assumed 24-week construction schedule.

TASK 12 . SCADA PROGRAMMING SERVICES

12.1. SCADA & PLC Programming, Computer Hardware, & Software

Provide a SCADA Computer for the system to be located in the office area. The computer will be a Dell computer running Inductive automation Ignition software with graphical displays, historical trending, and dial out capabilities. This server will be located in a small wall mounted rack including a fiber tray, network switch, and UPS. We will also provide one computer to act as a SCADA Terminal to be located in the office area for general use.

PLC and SCADA Programming will be provided per the P&IDs and SKM standardized programming configuration. HMI Programming will be provided for all points connected to the listed PLC systems. Dialer programming will be provided for points that are alarmed, and the alarms may be adjusted and enabled/disabled by operation staff with proper credentials. Programming work will take approximately 16-20 weeks to complete from time of PO prior to on site testing. The following lists SCADA Package assumptions:

1. Installation of all provided control panels to be provided by project electrician
2. All terminations and labeling of field cables to be provided by project electrician
3. Conduit and Wiring to be performed by others to power the instruments, and interconnect the signals to the Control Panels
4. Network Cable Testing prior to connection to the network switches per the contract specifications

5. Internet connection for remote access to be provided by the Town
6. Telephone connection for dial out connection if required to be provided by the Town

12.2. Startup, Training and Record Drawings

SKM will test the I/O with the electrician that performed the installation and start up the control loops. Up to 5 man-days are included for I/O testing, and up to 5 man-weeks are included for startup and commissioning, including operator training. Remote support during startup and commissioning via VPN to the site is also provided. PLC Panel record drawings will be provided after commissioning.

CLARIFICATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES

Additional or supplemental services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between the Town and AQUA. These services include additional work resulting from changes in the extent of the Project or its design including, but not limited to, changes in Project size, complexity, schedule, or character, or construction approach. Specifically, we note the following assumptions, clarifications, and exclusions to our Scope of Services:

1. These services are based on an estimated 24-month (104-week) construction schedule from Notice to Proceed through Final Completion. Per GMP construction schedule, the following timeframes are assumed:
 - a. 87-weeks from NTP to Substantial Completion.
 - b. 17-weeks from Substantial Completion through Final Completion and Project Closeout.
2. The following assumptions were made in the development of this scope of services:
 - a. Chemical Modification Form (via WET testing), Design review: 16-hours to obtain design approval
 - b. Engineer's site visits: 6-hours per weekly visit.
 - c. Attend one weekly progress meeting at 4-hours per meeting.
 - d. RPR's site visits: 2-days on-site per week through substantial completion, 1-day on-site between substantial completion and final completion.
 - e. Up to 100 requests for information at 4-hour average response time.
 - f. Up to 100 submittal reviews at 3-hour average review and response time.
3. Site visits more than those described above are additional services.
4. Development of a Facility O&M Manual is an additional service.
5. Provide witness of FAT test panels.
6. Special Inspections: Geotechnical engineering, surveying, materials testing services, and other special inspections by third-parties are excluded.

SCHEDULE

Per the Moltz GMP and construction schedule, construction Notice-to-Proceed is anticipated to be issued in November 2021 and construction final completion by end of November 2023. These construction phase engineering services are based on a 24-month construction schedule.

COMPENSATION

AQUA respectively requests a lump sum of \$90,000 for the Task 10 – Additional Services outlined above. Considering the prior contract amount for planning, permitting, design, and bidding services, these additional Task 10 services bring the total design fee to \$690,084. This is 3.0% of the total construction cost.

Task 11 – Construction Engineering services will be provided on a time and material basis (T&M) not-to-exceed fee of \$903,032. This is 4.0% of the total construction cost including SCADA programming.

Task 12 – SCADA Engineering services will be provided on a time and material basis (T&M) not-to-exceed fee of \$230,335.

Refer to the attached Exhibit K for the total Amendment No. 1 amount and overall contract amount.

Additional services will be provided upon request and mutual agreement. AQUA will submit progress invoices based on actual labor hours expended and reimbursable expenses.

Please refer to the original Agreement for a copy of our standard Terms and Conditions and the attached Billing Rate Schedule. If this Professional Services Agreement is acceptable to you, please sign the Authorization section below and on the first page of the Terms and Conditions, keep one original copy for your records and return one complete original copy to AQUA.

If you have any questions, please contact Bob Frachetti or Craig Matsuda at 720-667-1250.

Sincerely,



Bob Frachetti, P.E.
Principal

Encl.: Standard Terms & Conditions
Billing Rate Schedule

AUTHORIZATION

Project: Johnstown Low Point WWTF Construction Phase Services
Client: Town of Johnstown

Scope of Services Accepted by:
Town of Johnstown

Authorized Signature

Date

2021 BILLING RATE SCHEDULE

Civil Engineering Hourly Billing Rates

Senior Principal Engineer	\$190
Principal Engineer/Project Manager	\$180
Project Engineer III	\$165
Project Engineer II	\$150
Project Engineer I	\$125
Planner/Funding Specialist	\$115
CAD Designer III	\$115
CAD Designer II	\$105
CAD Designer I	\$95
Administrative/Project Coordinator	\$85
Const. Management Specialist	\$140
On-Site Construction Inspection	\$115

Electrical & Controls Engineering (SKM) Hourly Billing Rates

Electrical Principal Engineer	\$175
Project Engineer III	\$160
Electrical Engineer II	\$155
Electrical EIT	\$125
Electrical Project Manager	\$155
CAD Designer III	\$115
CAD Designer II	\$105
CAD Designer I	\$95
Senior Controls Engineer	\$145
Controls Engineer	\$135
Junior Controls Engineer	\$125
Electrical Transmission Engineer	\$175
Administrative	\$65

Reimbursable Expenses Schedule

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Reimbursable (direct) expenses may include, but are not limited to:

Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Town-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed Photos.

Scope Item	Title	Description	Major Deliverables	Duration	Task Cost	% of Construction Cost
1-9	PLANNING AND DESIGN PHASE SERVICES					
1-9	Planning and Design Phases	Planning and design phase services associated with the Low Point WWTP Expansion, including comprehensive performance evaluation, Utility Planning, Site Location application, Design drawings and specifications, Process Design Report, and construction drawings and specifications.	- Comprehensive Performance Evaluation for Low Point and Central WWTP - Basis of Design Memorandum - Survey and Geotechnical Reconnaissance - Utility Plan for Low Point and Central WWTP 30% Design Documents - SA Submittal to Town and then NFRWQPA and CDPHE 60% Design Documents - PDR Submittal (P.E. Stamped) - Bid set (Contract Documents) - Final Design to Town and to CDPHE.	March 2020 to present	Contract Amount: \$587,584	2.05% of construction cost
10	ADDITIONAL DESIGN PHASE SERVICES					
10.1	Expanded Comprehensive Performance Evaluation (CPE)	More detailed analyses were required: BioWin models on the Central WWTP MBBR system and iterations of lagoon calculations were provided to formulate responses to the NOV/CDO, coordinated the lagoon dye testing, and coordinated the lab sampling program for both Low Point and Central WWTPs	- Calculations and Biowin supporting NOV/CDO response - Dye Testing - Sampling Plan	May through July 2020	- Not included in original contract \$10,000 reimbursement requested	- Total Additional Services Requested: \$90,000 - Original Contract plus Additional Services: \$690,084 3.0% of construction cost
10.2	Additional Utility Plan Services	NFRWQPA Utility Planning Guidance Document was updated during the project and more information was required in the submittal. The UP was mostly rewritten.	New Utility Plan conforming to updated NFRWQPA guidance	August 2020 through January 2021	- Not included in original contract \$10,000 reimbursement requested	
10.3	Major Equipment Bidding, Pre-Selection, and Procurement Services	Major equipment was pre-selected during the design phase. Services included requests for proposals, bid evaluations, value engineering, development of notice of awards and non-selection letters, and submittal reviews through October 2021.	- Equipment Request for Proposals - Notice award and non-selection letters - Preselected equipment	November 2020 through October 2021	- Not included in original contract \$40,000 reimbursement requested	
10.4	CMAR Design Phase Coordination Services and GMP Development	60% and Final GMP reviews and meetings, several Value Engineering meetings, and assistance provided to Moltz to respond to RFI's and addenda required for GMP development	- GMP Reviews and associated meetings - Value Engineering modifications to design and GMP - GMP bidding phases addenda and RFI responses	June 2021 to present	- Not included in original contract \$15,000 reimbursement requested	
10.5	Additional CDPHE Permitting	Permit Modification Form and subsequent, on-going RFI response, including WET testing and CDPHE coordination	- Permit Modification Form - Permit Modification Form RFI response to CDPHE	June 2021 to present	- Not included in original contract \$15,000 reimbursement requested	
11	CONSTRUCTION ENGINEERING SERVICES					
11.1	Project Management and Quality Assurance / Quality Control (QAQC)	Coordinate and manage the engineering services scope, budget, and schedule throughout the duration of the Agreement. AQUA Principals will be heavily involved in the Project and are responsible for providing overall quality assurance / quality control and ensuring that deliverables meet the highest of standards to meet the goals of the project	- Progress Reports as necessary - Quality Assurance and Quality Control	Throughout Construction	\$48,700	- Total Task 11: \$903,032 3.87% of construction cost

Item #20.

Scope Item	Title	Description	Major Deliverables	Duration	Task Cost	% of Construction Cost
11.2	Construction Administration and Construction Contract	Consult with Town and act as Town's representative as provided in the Construction Contract.	- Conformance Documents - Final Design Approval (including WET testing and Chemical Modification Form) - Kick-off meeting agenda and minutes - Participation in progress meetings - Review of construction schedules (progress, submittals, values) - Engineer's construction site visits (1 trip per week) for construction observation - Responses to Requests for Clarifications and Interpretations - Prepare and issue Change Orders, Work Change Directives, Field Orders - Review and approve shop drawings, samples, and other submittals, including electrical and instrumentation (substitutes, "or-equals", tests and inspection reports) - Review and recommend Contractor's Applications for Payment - Substantial Completion Site Visit, punch list, and issuance of Certificate of Substantial Completion - Start-up and Commissioning Assistance - Final Completion Site Visit, recommendation for final payment, CDPHE construction completion certification - As-Built (record) documentation - Post-Construction Phase services (\$10,000 allowance) within warranty period	Throughout Construction	\$627,712	- Total Task 11: \$903,032 3.87% of construction cost
11.3	Resident Project Representative (RPR)	Part-time, on-site services (2 days per week through substantial completion, 1 day per week between substantial and final completion) providing more extensive construction observation	- Site visits - Field reports - Daily inspection logs - Participation in meetings	Throughout Construction	\$226,620	
12	SCADA PROGRAMMING					
12.1	SCADA & PLC Programming, Computer Hardware, & Software	Provide a SCADA computer (Dell computer running Indictive automation Ignition software) with graphical displays, historical trending, and dial out capabilities. Provide one computer to act as a SCADA Terminal for general use. Provide PLC and SCADA Programming per the P&IDs and SKM standardized programming configuration. Provide HMI Programming for all points connected to the listed PLC systems. Provide Dialer programming	- SCADA computer - PLC and SCADA programming - HMI programming - Dialer programming	20-weeks from time of PO, prior to onsite testing	\$166,580	Total Task 12: \$230,335
12.2	Startup, Training and Record Drawings	Test the I/O with the electrician that performed the installation and start up the control loops. Remote support during startup and commissioning via VPN to the site is also provided. PLC Panel record drawings will be provided after commissioning	- I/O test - Up to 5 man-days for I/O testing - Up to 5 man-weeks for startup and commissioning, including operator training. - PLC Panel record drawings	Startup Period	\$63,755	

COMMENTS AND CLARIFICATIONS TO THE SCOPE, SCHEDULE, AND FEE

1. These services are based on an estimated 24-month (104-week) construction schedule from Notice to Proceed through Final Completion. Per GMP construction schedule, the following timeframes are assumed:

a. 87-weeks from NTP to Substantial Completion.

b. 17-weeks from Substantial Completion through Final Completion and Project Closeout
2. Site visits more than those described above are additional services.
3. Development of a Facility O&M Manual is an additional service.
4. Provide witness of FAT test panels.
5. SCADA Package assumptions:

a. Installation of all provided control panels to be provided by project electrician

b. All terminations and labeling of field cables to be provided by project electrician

c. Conduit and Wiring to be performed by others to power the instruments, and interconnect the signals to the Control Panels

d. Network Cable Testing prior to connection to the network switches per the contract specifications

e. Internet connection for remote access to be provided by the Town

f. Telephone connection for dial out connection if required to be provided by the Town
6. Special Inspections: Geotechnical engineering, surveying, materials testing services, and other special inspections by third-parties are excluded.
7. No permitting or CDPHE Review Fees are included.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 13, 2021

SUBJECT: An Agreement for the Installation of a Photovoltaic Energy System with Photon Brothers, Inc.

ACTION PROPOSED: Award the Contractual Agreement Presented to Photon Brothers, Inc.

ATTACHMENTS:

1. Project Proposal Comparison
2. Contract Agreement Between the Town of Johnstown and Photon Brothers, Inc.

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On October 1, 2021 the Town of Johnstown issued an RFP for a solar photovoltaic system to be installed on the roof of the Johnstown Community YMCA. This project was to meet the compliance order agreed to between the Town of Johnstown and the Colorado Department of Public Health and Environment (CDPHE). Bids were opened for this project on or around November 3, 2021 and a comparative table describing the proposals received are detailed in the single sheet attached. Based on the bids provided, the Town along with its owner's rep reviewed the proposals and is recommending an award to Photon Brothers, Inc.

The initial design of the system required an approximate 100kW system and the Town subsequently, based on competitive pricing, had a need to increase the system size to meet the obligations of the compliance order with CDPHE. Consequently, the Town requested additional bid costs for a 200 kW system and a 300kW system from Photon Brothers. These cash flow operations are detailed in this agenda packet and are available for your review. The Town expects that this project will be completed by the end of August 2022, which is a slight delay from the requirements of the compliance order and from a budgetary perspective as well. We will make a formal request for an extension to the State for completion of this project. They have been advised verbally already about the need for this extension which they have indicated they will support.

The Community That Cares

www.TownofJohnstown.com

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

Based on the need to meet CDPHE obligations, Town staff is recommending that the project be awarded to Photon Brothers with a system designed to meet 200kW. The total price for this project is \$380,000. This will meet the compliance requirements of the SEP for the solar programming on and at the facility.

LEGAL ADVICE:

The Town Attorney reviewed the contractual agreement presented for your consideration.

FINANCIAL ADVICE:

Given the timing of this project, a budget amendment in FY 2022 may be necessary.

RECOMMENDED ACTION: Approve the Contact as Presented.

SUGGESTED MOTIONS:

For Approval

I move we approve and award a contract to Photon Brothers, Inc., and authorize the Town Manager to execute the agreement as presented.

For Denial

I move we deny and not award a contract to Photon Brothers, Inc as presented.

Reviewed and Approved for Presentation,



Town Manager

Johnstown Community YMCA

Solar Project Proposal Comparison

Column1	Column2	Column3	Column4	Column5	Column6
Description	Benchmark Electrical Solutions	Custom Solar	Energylink	Photon Brothers	Sandbox Solar
101 KW system	\$ 223,434.00	\$ 198,320.00	\$ 259,499.00	\$ 198,198.00	\$ 266,625.00
Actual AC KW	100	101.015	101	99.880 kw	99
400kw System	\$ 820,000.00		\$ 390,749.00		
# Panels	308	227	?	227	225
	-1200				
Apples to Apples Comp.	\$ 222,234.00	\$ 198,320.00	\$ 259,499.00	\$ 198,198.00	\$ 266,625.00
Federal tax credit/ loan discount/incentives			10-15%	\$ 101,509.00	
Insurance					
Gen Liab.	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
GL Aggregate	\$ 2,000,000.00	\$ 1,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
Umbrella/ Excess	\$ 5,000,000.00	N/A	\$ 5,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Workers Comp	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	?
Prof. Liab	N/a	N/A	\$ 2,000,000.00	N/a	N/A
Project Team	Marcus Lively, Paul Falconer, Jeremiah Thompson	Kay Anderson, Travis Lenberg, Benjamin Amatai	Colin MCarthy, Jeremy Nolan, Luke Dangelser, Derek Davis	John Johnson, Amanda Herrera, Matt Raichart, Connor Welch	Andrew Loyle, Danny Weaver
Company HQ	Windsor	Boulder	Denver	Broomfield	Fort Collins
Bond	\$ 2,000,000.00	\$ 750,000.00	\$ 5,000,000.00	\$ 1,000,000.00	\$ 250,000.00
Bond Aggregate	\$ 6,000,000.00	\$ 1,500,000.00	\$ 5,000,000.00	\$ 2,000,000.00	n/a
Company Founded	2008	2008	?	2013	2015
Using Big Horn Roofing	Yes	Yes	?	Yes	yes
Duration proposed	3 months	2.5 Months	4 months	2.5 months	?
Construction duration	3 weeks	2-4 weeks	2 months	3 weeks	1 week
anticipated completion	1-Feb	13-Feb	?	1-Feb	1-Mar
Brand of Panel	Peimar	Longi	Trinia	Longi	Canadian Solar
Panel Warranty	20 years	12	?	12	12
Linear power warranty	30 years	25	?	25	20
Workmanship warranty		2 years	?	10 years	2 years
Inverter brand	CPS	Solar Edge	Chint	SolarEdge	SolarEdge
Racking brand	k2 system	Unitrack	Technorock	Ecofoot2	Iron rack
educational component	included- \$1,200 above	no	no	yes	
Similar Project experience	yes	yes	yes	yes	yes
from Energylink					
It is also worth mentioning that the 101kW array is not the optimal size for a maximum return on investment. Our analyses show that financing a 380kW array and pairing it with a specifically programmed HVAC controls system provides net positive cash flows from year one, even when considering the cost of financing. This cash flow will be provided to TOJ at the end of this document, and more information will be contained in the auxiliary documents folder.					

PHOTON BROTHERS

AGREEMENT FOR THE TURNKEY INSTALLATION OF A PHOTOVOLTAIC ENERGY SYSTEM

This agreement for the turnkey installation of a photovoltaic energy system (the "System") is entered into by and between Town of Johnstown, a Colorado home rule municipality, with a principal place of business at 450 S. Parish Avenue, Johnstown, CO 80534 (the "Owner"), and Photon Brothers Inc., a Colorado corporation, with a principal place of business at 7705 W 108th Ave, Broomfield, CO 80021 (the "Contractor") (the Owner and Contractor collectively referred to herein as the "Parties"). This document, together with Exhibits A - E attached hereto and incorporated herein by reference, and any amendments entered into from time to time, constitute the entire agreement between the Parties (the "Agreement")

In consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Certain Defined Terms:

- a. "Statement of Work" means a narrative description of products, services, or results to be supplied, which includes, but is not limited to, the installation of the System at the Premises. The Statement of Work is set forth as Exhibit A.
- b. "Premises" shall mean the Johnstown YMCA, 165 Settler Way, Johnstown, CO 80534.
- c. "Work" means the work described in the Statement of Work and in this Agreement and includes all labor, materials, equipment and services to be provided by Contractor to fulfill its obligations under this Agreement. As used herein, the term "Work" shall specifically exclude any and all work agreed to be performed by the Owner.
- d. "Work Site" shall mean the installation area of the System at the Premises, the area immediately adjacent to the installation site and path of underground cable(s) and shall not include any areas used to access the site.

2. **Term of Agreement:** This Agreement shall be in effect upon execution by the Owner and Contractor and will continue until the earlier to occur of (i) completion of all duties and obligations of Contractor under this Agreement and Owner's acceptance and approval of the Work, including all required licenses, permits, and utility service connections for use of the System, if any, or (ii) until termination, as provided in Section 3 below (the "Term"). The indemnification and warranty provisions survive the termination of the

Agreement.

3. Contract Termination:

- a. Either party may terminate the Agreement if the other party commits a material breach of its obligations under this Agreement, which breach is not cured within thirty (30) days after receipt of written notice specifying the basis of such breach or immediately by written notice to the other party if the other party: (i) becomes subject to a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) becomes subject to an involuntary petition regarding the foregoing that is not dismissed within 60 days after filing, (iii) declares or admits publicly and in writing that it is insolvent or is unable to meet its debts as they mature, or (iv) makes an assignment for the benefit of all or substantially all of its creditors.
- b. Additionally, if Owner, within fourteen (14) days of execution of this Agreement, independently or after consultation with a third-party consultant, determines in good faith that the Statement of Work is reasonably likely to pose safety concerns or is reasonably unlikely to produce energy approximately consistent with the production estimates, Owner shall be entitled to terminate the Agreement, which termination notice must be provided to Contractor in writing and signed by Owner. In the event the Owner terminates this Agreement pursuant to this Section 4.b, the Contractor shall refund any unexpended payments made by Owner within thirty (30) days.
- c. In addition to the foregoing, upon ten (10) days notice to Contractor, Owner may terminate this Agreement with or without cause. In such case, Owner shall pay all funds due to Contractor through the date of termination. Alternatively, the Contractor shall refund any unexpended payments made by Owner.

4. Contract Price and Payment Schedule:

- a. Owner agrees to pay Contractor the total sum of \$380,000.00 for the Work pursuant to this Agreement.
- b. Within thirty (30) days of receipt of an invoice from Contractor to Owner, Owner agrees to make or cause to have made payments on the contract price, to the Contractor, per the payment schedule set out and agreed to in Exhibit B attached hereto and incorporated herein by reference.
- c. All late payments shall incur a monthly finance charge of 1.5%. Contractor to provide full and unconditional lien releases with each application for payment.

5. Project Changes:

- a. Owner and Contractor agree that should either party desire a change to the Statement of Work, Contractor and Owner will document the change request using Exhibit C attached hereto, known as a "Project Change Request." The Contractor agrees to promptly review a Project Change Request submitted by

Owner and, within a reasonable time, provide Owner with an estimate of the impact on material cost, labor cost, and work schedule. If, following review of the estimate on the Project Change Request, the Owner wishes to proceed with the change and agrees to the additional payments for said change, if any, the Parties will execute the Project Change Request and approve the same which shall thereby be incorporated in to Statement of Work. During the period of estimate by Contractor and review by Owner, work shall continue per the original Statement of Work, unless said Project Change Request materially alters the performance of the Statement of Work, in which case work will cease until Owner determines if Owner will proceed with Project Change Request.

- b. Contractor has visited the Work Site and has become familiar with the conditions of the Work Site. Contractor shall not be entitled to an adjustment to the contract price or contract time based upon conditions, known or unknown, at the Work Site.

- 6. **Time of Essence:** Contractor acknowledges and agrees that time is of the essence with respect to Contractor's performance of this Agreement. Specifically, Contractor agrees to work every business day and to complete the project on or before June 30, 2022. Owner acknowledges and agrees that time is of the essence with respect to Owner's performance of this Agreement. Specifically, Owner agrees to make payments by the due date as outlined in Section 3.

7. Owner's Representations and Warranties; Acknowledgements and Responsibilities:

- a. The owner represents and warrants that:
 - i. Owner is the lawful owner of the Premises;
 - ii. Owner is duly authorized to enter into the Agreement;
 - iii. Owner has sufficient assets to pay the total contract price; and
 - iv. Owner shall make all payments when due to the Contractor in accordance with this Agreement.
- b. Owner hereby agrees to provide Contractor with access to the Premises as required to complete all Work required pursuant to the Statement of Work during regular business hours.

8. Contractor's Representations and Warranties; Acknowledgements and Responsibilities:

- a. Contractor represents and warrants that:
 - i. Contractor is qualified to perform the turnkey installation of the System and all related Work, shall obtain all requisite licenses and permits, as may be required, to perform the Work and shall furnish copies of all requisite licenses and permits to Owner;
 - ii. Contractor agrees to provide Owner with the services required for the successful completion of the project including documents and activities required by local utilities, building departments, and/or other regulatory agencies, including, without limitation, building permit applications, and

- electrical interconnection agreements;
 - iii. Contractor agrees to install the System and perform all related Work in a good and workmanlike manner consistent with the standards of the industry;
 - iv. Contractor shall provide documentation for all major System components and provide instructions to the Owner on basic maintenance and troubleshooting; and
 - v. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.
- b. The Contractor hereby agrees and acknowledges that (i) in the event Contractor performs any Work when Contractor knows or should have discovered that it is contrary to applicable laws, rules, regulations, ordinances, orders or requirements of the State of Colorado or any governmental authority relating to the installation of the System and delivery of all related Work specified in this Agreement, Contractor shall assume full responsibility therefore and shall bear those costs attributable to the correction of said Work; and (ii) in the event Contractor performs any Work without the requisite licenses and permits required to perform the Work, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

9. Warranty and Repairs:

- a. The Contractor warrants to the Owner that materials and equipment furnished hereunder will be new, and that the Work will be in accordance with standards of good workmanship, and that the Work will conform to the requirements of this Agreement, including without limitation in accordance with the Statement of Work. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications or maintenance of improvements not performed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
- b. The Contractor shall promptly correct Work reasonably rejected by the Owner and not in compliance with the terms and conditions of this Agreement, or known by the Contractor to be defective or failing to conform to the requirements of this Agreement, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such reasonably rejected Work. The standard of performance of Contractor with respect to correction of defective or non-conforming Work shall be to utilize best efforts to ensure the System is operating properly.
- c. The Contractor shall remove from the Premises portions of the Work which are not in accordance with the requirements of this Agreement and are neither corrected by the Contractor nor accepted by the Owner.
- d. The warranties outlined in Exhibit D are applicable to this Agreement.

10. Disputes:

- a. This Agreement shall be interpreted under the laws of the State of Colorado. The venue for any litigation or dispute resolution shall be in the County of Weld, State of Colorado. The Contractor and the Owner hereby irrevocably consent to the jurisdiction of such Court and waive any defense, whether asserted by motion or pleading, that such Court is an inconvenient or inappropriate venue.
- b. Except to the extent that this Agreement expressly permits a Party to suspend performance, pending final resolution of a dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement pending a final resolution of a dispute and failure to so proceed shall be considered a default under the terms of this Agreement.

11. Insurance:

- a. At no additional cost to Owner, the Contractor shall purchase from and maintain for the term of the Agreement or longer as may be required herein, in a company or companies lawfully authorized to do business in the State of Colorado, the following insurance:
 - i. Commercial general liability insurance in a limit of not less than \$1,000,000 per occurrence, \$1,000,000 per occurrence for personal injury, \$2,000,000 general aggregate and \$2,000,000 products.
 - ii. Minimum additional \$1,000,000 umbrella for excess liability coverage.
 - iii. Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement.
 - iv. Workers' Compensation as required by the State of Colorado.
- b. The Contractor agrees that the insurance set forth in Section 12 shall be primary and non-contributing with respect to any insurance carried by Owner or the Contractor's subcontractors and that Contractor's insurance policy shall not (i) exclude subcontractors from coverage or (ii) have any restrictions on coverage resulting from subcontractors failing to maintain certain levels of insurance.
- c. The insurance set forth in Section 12.I(a) shall name the Owner as additional named insured.
- d. The Contractor agrees that the insurance set forth in Section 12 shall be written on an occurrence basis.
- e. Contractor shall provide Certificates of Insurance that include insurance coverages required by Section 12, which shall be delivered to the Owner within fourteen (14) days of the written request from Owner. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Statement of Work. These certificates and the insurance policies required by this Section 12 shall contain a provision that coverages afforded under the policies will not be canceled, modified or allowed to expire until at least Thirty (30) days after

project completion. In the event that any insurance policy providing coverage required by this Agreement will expire during the term of this Agreement, the Contractor shall, not less than seven (7) days prior to the policy's expiration date, renew such policies.

- f. The Contractor hereby agrees and acknowledges that (i) Contractor shall give prompt written notice to Owner upon becoming aware of any and all losses, damages, or injuries to any person, which may in any way be related to the Work or which might reasonably give rise to a claim against Contractor or Owner; (ii) Contractor shall promptly report to Owner any claims asserted against the Contractor relative to this Agreement, whether related to matters insured or uninsured; (iii) Contractor shall not settle or provide payment for any claim or loss, injury or damage or other matter as to which Owner may be charged with an obligation to make any payment or reimbursement without the prior written approval of Owner as applicable; (iv) the carrying of any of the insurance required hereunder shall not be interpreted as relieving the Contractor of any responsibility to Owner; and (v) Contractor shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Agreement.
- g. Owner may maintain such insurance as will protect it from contingent liability for damages to persons or property, which may arise from operations under this Agreement. Upon written request by Contractor, Owner will provide Contractor with written proof of such insurance, if any, on or before the start date.
- h. Owner shall affect and maintain for the benefit of the parties to this Contract, as their interests may appear, Fire and Extended Coverage Insurance to the extent of 100% of the value of the materials to be incorporated in the Premises. Equipment owned or rented by Contractor, the cost of which is not wholly included in the Contract Price, are not covered by this insurance.

12. Indemnity Clause:

- a. Contractor shall be liable for loss, damage, injury, or other incidental or consequential costs, expenses, or damages incurred by Owner or any other person resulting from those tasks Contractor is obliged to perform under this Agreement.
- b. The Contractor shall defend, indemnify and hold the Owner harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Contractor's performance of, or failure to perform, this Agreement, except for injuries and damages caused by the negligence of the Owner or third party not directly under the supervision of the Contractor.
- c. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, their officers, agents, employees, and any party claiming through Contractor and Owner, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- d. The provisions of this section 11 shall survive the expiration or termination of this Agreement.

- 13. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or subcontract any portion of this Agreement, unless Contractor obtains the written consent from the Owner, which shall not be unreasonably withheld. The Contractor shall have the right, without the necessity of obtaining permission of the Owner, to assign or subcontract any portion of this Agreement which is incidental to the installation of the System, including but not limited to excavating, plumbing, shade mitigation, and any work requiring a license that Contractor does not possess. The Contractor shall pay each subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on completion of the subcontractor's work. The Contractor shall also require each subcontractor to make similar payments to its subcontractors. The Owner shall not have any obligation to pay or see to the payment of any money to any subcontractor.
- 14. Choice of Law:** This Agreement shall be governed by and constructed in accordance with the laws of the State of Colorado, without giving effect to its conflict of laws principles.
- 15. Survival:** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive and continue in effect and will incur to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors, and assigns.
- 16. Entire Agreement:** This Agreement may be amended only through a written agreement signed by both Parties. The Parties understand and agree that this Agreement is the complete agreement and supersedes all other verbal and written agreements and negotiations by the Parties relating to the Work hereunder.
- 17. 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, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.
- 18. Waiver:** No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
- 19. Governmental Immunity:** The Parties agree that the Owner is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

20. Right to Injunction: The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Owner under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Owner irreparable injury and damage. The Contractor agrees that the Owner, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

21. 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.

22. Non-Appropriation of Funds: 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 appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

23. Workers Without Authorization: Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the Department of Labor and Employment program. Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall: (i) notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization and (ii) terminate the subcontract with the subcontractor if, within three days of receiving the

notice described above, the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes. If Contractor violates any of the aforementioned requirements, the Owner may terminate the Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Owner.

24. Miscellaneous:

- a. All time limits stated in the Agreement are of the essence in this Agreement.
- b. All obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights, and remedies otherwise imposed available by law.
- c. All notices under this Agreement shall be effective upon personal delivery to the Owner or to the Contractor, as the case may be, or via electronic mail ("e-mail") on the condition of notice of receipt of the e-mail by the intended recipient, or 24 hours after deposit in the United States mail, postage fully prepaid and addressed to the respective party at the address contained in the Agreement or to such other address as the parties may from time to time designate in writing.
- d. E-mail correspondence between the Parties and signatures via e-mail and attachments thereto shall create a valid and binding obligation of the party sending (or on whose behalf such e-mail is sent) with the same force and effect as if such were an original signature thereof.

25. Exhibits and Addendums

- a. The following Exhibits and Addendums are referenced to and incorporated herein by reference:
 - i. A: Statement of Work
 - ii. B: Payment Schedule
 - iii. C: Project Change Request
 - iv. D: Warranties and Guarantees
 - v. E. Production Guarantees

In **witness whereof**, the Parties hereto set their hands:

Signature:

Signature:

Town of Johnstown, Colorado

Photon Brothers

Date:

Date:

Exhibit A – Statement of Work

Work:

1. Installation at the Johnstown YMCA of a custom 200kW Photovoltaic System
2. Building and Electrical Permits
3. Utility Interconnection Paperwork
4. Install of racking, wiring, inverters, panels, monitoring, switchgear
5. System Test and commissioning
6. Final Building and Electrical Inspections
7. Utility Permission to Operate
8. System Activation
9. Customer Training

Site Notes, Additional Work, Project Assumptions:

1. Customer to provide dedicated internet connection at facility for System monitoring.
2. Contractor to secure all materials and tools on site.
3. Contractor to follow safety program conforming to OSHA.

JOHNSTOWN YMCA COMM PV PROJECT - 99.88kWdc

Project Type - Photovoltaic

CONTRACTOR
PHOTON BROTHERS
7705 W 108th Ave
Westminster, CO 80021

JOHNSTOWN YMCA
COMMERCIAL
165 SETTLER WAY
JOHNSTOWN, CO 80534

PV SYSTEM SPECIFICATIONS
1. PV MODULE: 227 x 114 x 72HPH-440M, 99.88kWdc
2. INVERTER: SE100KUS
3. RACKING: EcoRack 2+
4. ROOF TYPE:TPO
5. AZIMUTH:180°
6. ROOF SLOPE:10°

File Name:
01_JOHNSTOWN YMCA COMM_COVER.DWG

Sheet Number and Title:
PV01 - COVER

Sheet Size:
ARCH full bleed D (36.00 x 24.00 Inches)

Drawing history

no.	drawn by	revision	date
01	DCG	----	----

Preliminary draft
- not for construction

PV01



1 PROJECT LOCATION - MAP VIEW
Scale: NTS



2 PROJECT LOCATION - AERIAL VIEW
Scale: NTS



3 ARCHITECTURAL SITE PLAN
Scale: NTS

SCOPE OF WORK
THESE PLANS ARE FOR THE INSTALLATION OF A ROOF MOUNTED PHOTOVOLTAIC (PV) SYSTEM. THE PV SYSTEM WILL BE INTERCONNECTED WITH THE - UTILITY GRID THROUGH EXISTING ELECTRICAL EQUIPMENT AND WILL OPERATE IN PARALLEL VIA LOAD SIDE CONNECTION WITH NET ENERGY METER.

GOVERNING BUILDING CODES
1. 2018 INTERNATIONAL BUILDING CODE, IBC
2. 2018 INTERNATIONAL FIRE CODE, IFC
3. 2020 NATIONAL ELECTRICAL CODE, NEC
4. IEEE 1547
5. UL STANDARDS
5.1. RACKING - UL 2703
5.2. PV MODULE - UL 1703
5.3. INVERTER - UL 1741

DESIGN SPECIFICATIONS
1. AHJ - TOWN OF JOHNSTOWN BUILDING PERMIT
2. UTILITY - -
3. BUILDING RISK CATEGORY II
4. DESIGN WIND SPEED (ULT) - 115MPH
5. DESIGN SNOW LOAD - 30PSF
6. EXPOSURE CATEGORY - C
7. MEAN ROOF HEIGHT - 20FT
8. ROOF SLOPE - 10°

INSTALLATION NOTES
1. THE EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES INSTALLATION INSTRUCTIONS.
2. THE ACTUAL LOCATION OF THE ARRAY AND PLACEMENT OF THE MECHANICAL ANCHORS ARE SUBJECT TO VARIANCES DEPENDING ON SITE CONDITIONS AND/OR ROOF OBSTRUCTIONS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SPECIFICATIONS BEFORE COMMENCING.
3. ALL OUTDOOR EQUIPMENT SHALL BE RAIN TIGHT WITH MINIMUM NEMA3-R RATING.
4. ALL LOCATIONS ARE APPROXIMATE AND REQUIRE FIELD VERIFICATION.
5. ALL WORK SHALL COMPLY WITH THE BUILDING CODES SET FORTH BY THE GOVERNING JURISDICTION.
6. ALL EQUIPMENT SHALL MEET MINIMUM SETBACKS AS REQUIRED BY THE NATIONAL FIRE CODE, NFC AND THE NATIONAL ELECTRICAL CODE, NEC.

ABBREVIATIONS
(E) - EXISTING
(N) - NEW
TYP - TYPICAL
NTS - NOT TO SCALE
MIN - MINIMUM
MAX - MAXIMUM
AC - ALTERNATING CURRENT
DC - DIRECT CURRENT
PV - PHOTOVOLTAIC
MOD - PV MODULE
INV - DC/AC PV INVERTER
POC - POINT OF CONNECTION(PV)
RSB - RAPID SHUTDOWN BOX
CB - CIRCUIT BREAKER (EX. 20A/2P CB - 20AMP 2-POLE CIRCUIT BREAKER)
C - CONDUIT
OCP - OVERCURRENT PROTECTION
OCPD- OVERCURRENT PROTECTION DEVICE
MSD - MAIN SERVICE DISCONNECT
DISC - DISCONNECT
MSP - MAIN SERVICE PANEL
SP - SUB PANEL
PLP - PROTECTED LOADS PANEL
MLO - MAIN LUG ONLY
MB - MAIN BREAKER
EGC - EQUIPMENT GROUNDING CONDUCTOR
GEC - GROUNDING ELECTRODE CODUCTOR
GES - GROUNDING ELECTRODE SYSTEM

ELECTRICAL NOTES
1. INSTALLATION TO BE COMPLIANT WITH NFPA 1 & NFPA70 (NATIONAL ELECTRICAL CODE)
2. THE INVERTER HAS INTEGRATED GROUND AND NO DC GEC IS REQUIRED. THE DC CIRCUIT IS ISOLATED AND INSULATED FROM GROUND AND MEETS THE REQUIREMENTS OF 690.35 (UNGROUNDDED PHOTOVOLTAIC POWER SYSTEMS)
3. THE EXACT LOCATION OF NEW ELECTRICAL EQUIPMENT AND CONDUIT RUN RELATING TO THIS PROJECT IS SUBJECT TO CHANGE AND WILL BE DETERMINED ON SITE BY THE CONTRACTOR
4. ALL EQUIPMENT TO BE LISTED OR LABELED FOR ITS APPLICATION(UL OR OTHER APPROVED LISTINGS)
4.1. PV MODULE - UL1703
4.2. INVERTER - UL1741
4.3. RACKING SYSTEM - UL2703
5. GROUNDING
5.1. ALL EQUIPMENT SHALL BE PROPERLY GROUNDED PER THE REQUIREMENTS OF NEC ARTICLES 250 & 690
5.2. MODULE BONDING METHOD SHALL BE INTEGRATED GROUNDING MID CLAMPS. REFER TO MANUFACTURES SPECIFIC INSTRUCTIONS FOR PROPER BONDING TECHNIQUES.
5.3. GROUNDING SYSTEM COMPONENTS SHALL BE LISTED FOR THEIR PURPOSE, AND GROUNDING DEVICES SHALL BE RATED FOR DIRECT BURIAL
5.4. EGC SHALL BE SIZED IN ACCORDACE WITH 250.122 AND ARRAY EGC'S SMALLER THAN 6AWG SHALL COMPLY WITH 250.120(C)
6. ALL CONDUCTORS ARE COPPER, UNLESS SPECIFIED OTHERWISE
7. ALL CONDUIT, RACEWAYS, AND JUNCTION BOXES SHALL BE SIZED ACCORDING TO THE APPLICABLE CODE IF THE SIZE IS NOT SPECIFIED.
8. SIGNAGE SHALL BE APPLIED ACCORDING TO GOVERNING BUILDING CODES AND LOCAL JURISDICTIONS SPECIFIC REQUIREMENTS.
9. EQUIPMENT INSTALLED IN DIRECT SUNLIGHT MUST BE RATED FOR EXPECTED OPERATING TEMPERATURE AS SPECIFIED BY NEC.
10. CALCULATION OF MAXIMUM CIRCUIT CURRENT FOR THE SPECIFIC CIRCUIT SHALL BE CALCULATED IN ACCORDANCE WITH 690.8(A)(1) THROUGH (A)(5). CONDUCTOR AMPACITY SHALL BE SIZED TO NOT CARRY LESS THAN THE LARGER OF 690.(B)(1) OR (2)
11. DC PV SOURCE AND DC OUTPUT CURRENT CIRCUITS ON OR INSIDE A BUILDING SHALL BE CONTAINED IN METAL RACEWAYS, TYPE MC METAL-CLAD CABLE THAT COMPLIES WITH 250.118(10), OR METAL ENCLOSURES FROM THE POINT OF PENETRATION OF THE SURFACE OF THE BUILDING OR STRUCTURE TO THE FIRST READILY ACCESSIBLE DISCONNECTING MEANS.(690.31(G))
12. ACCESS TO BOXES, JUNCTION, PULL, AND OUTLET BOXES LOCATED BEHIND MODULES OR PANELS SHALL BE SO INSTALLED THAT THE WIRING CONTAINED IN THEM CAN BE RENDERED ACCESSIBLE DIRECTLY OR BY DISPLACEMENT OF A MODULE(S) SECURED BY REMOVABLE FASTENERS AND CONNECTED BY FLEXIBLE WIRING SYSTEM.(690.34)
13. PV POINT OF CONNECTION: THE OUTPUT OF AN INTERCONNECTED ELECTRIC POWER SOURCE SHALL BE CONNECTED AS SPECIFIED IN 705.12(A),(B),(C), OR (D).

Sheet List Table	
Sheet Number	Sheet Title
PV01	COVER
PV02	SITE PLAN
PV03	LINE DIAGRAM
PV04	ELEVATION
PV05	SITE LAYOUT
R01	DATASHEETS

CONTRACTOR
PHOTON BROTHERS
7705 W 108th Ave
Westminster, CO 80021

PV SYSTEM SPECIFICATIONS

1.	PV MODULE: 227 x LR4-72HPH-440M; 99.88kWdc
2.	INVERTER: SE100KUS
3.	RACKING: Ecofoot 2+
4.	ROOF TYPE:TPO
5.	AZIMUTH:180°
6.	ROOF SLOPE:10°

Sheet Number and Title:
PV02 - SITE PLAN

Drawing history

Preliminary draft
- not for construction

PV02



PV MODULE (N)

J-BOX (N)

4

SITE PLAN W/ PV

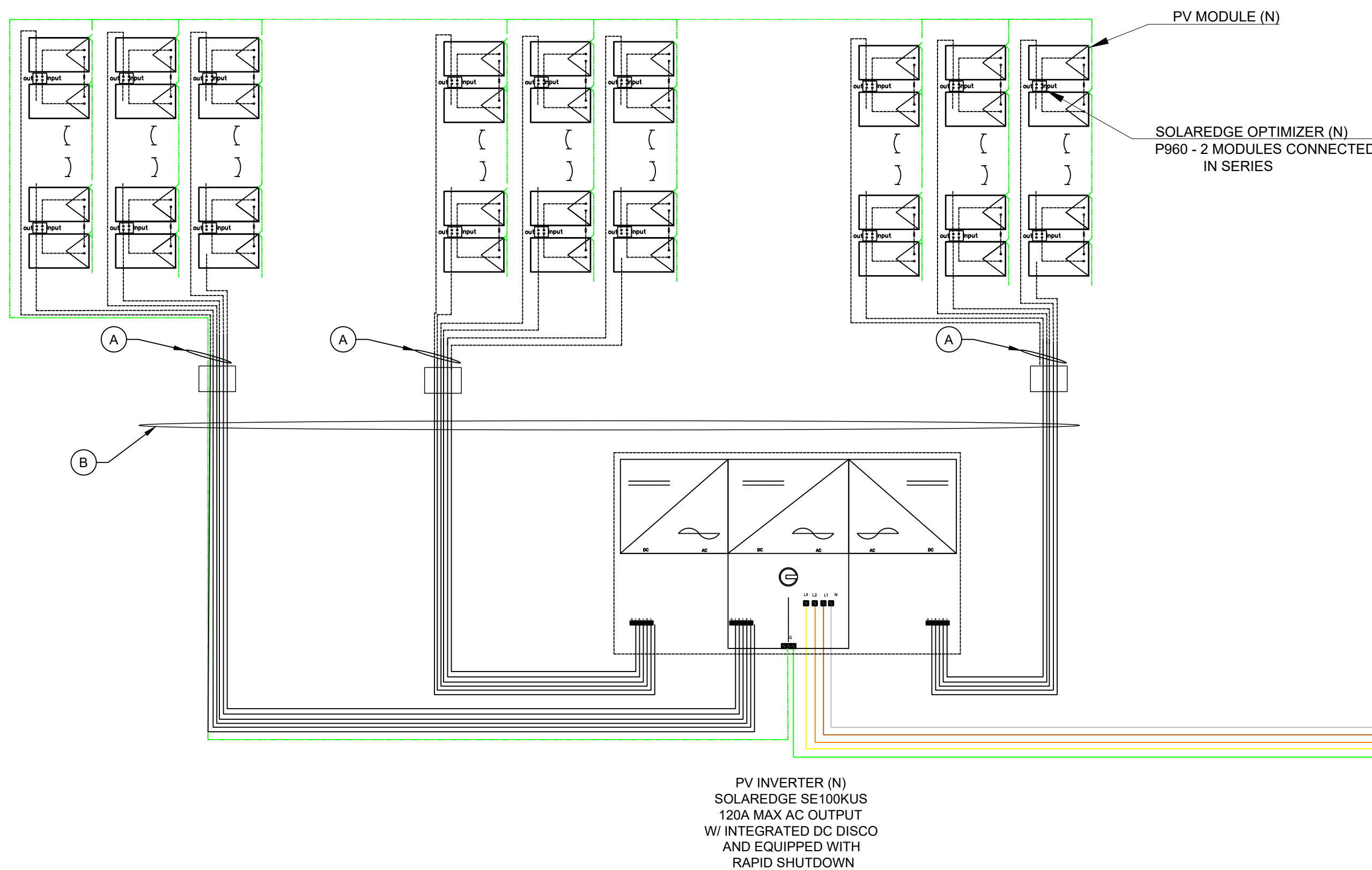
Scale: 1/16" = 1'-0"

NEC Electrical Calculations - Photovoltaic System									
Project Details			PV Module Data		SolarEdge Inverter Data			Optimizer Data	
Project Name	Johnstown YMCA COMM PV		Model Number	LR4-72HPH-440M	Model Number	SE100KUS	Optimizer	P960	
Project Location	Johnstown, CO		Nominal Output @ STC, Pmp	440 Wdc	Max DC Power(STC)	100000 Wdc	DC input Power	960	Wdc
Module -	227	Longi	LR4-72HPH-440M	48.9 Vdc	DC Max Voltage	1000 Vdc	Max Input Voltage	60	Vdc
Inverter -	1	SolarEdge	SE100KUS	41.1 Vdc	DC Max input Current	3 x 40 A	MPPT Range	12.5-60	Vdc
Optimizer	114	SolarEdge	P960	11.46 A	AC Max Output Power	135000 Wac	Max DC input Current	23	A
Utility -	480	Vac		10.71 A	Nominal Output Voltage (Vac)	850 Vac	Max Output Current	18	A
DC Rating	99.88	kW		-0.27 %/°C	AC Max Output Current	120 A	Max Output Voltage	480	Vdc
AC Rating	84.90	kW		82.44 x 40.87 x 1.38	CEC Weighted Efficiency	98.5 %	Min. # of Opt's/String	14	
Min. Ambient Temp, °C	-17	1.4 °F		44 lbs	Dimensions, LxWxH (in)	n/a	Max # of Opt's/String	30	
Max. Ambient Temp, °C	35	95 °F			Weight	304 lbs	Max Watts/String	15300	

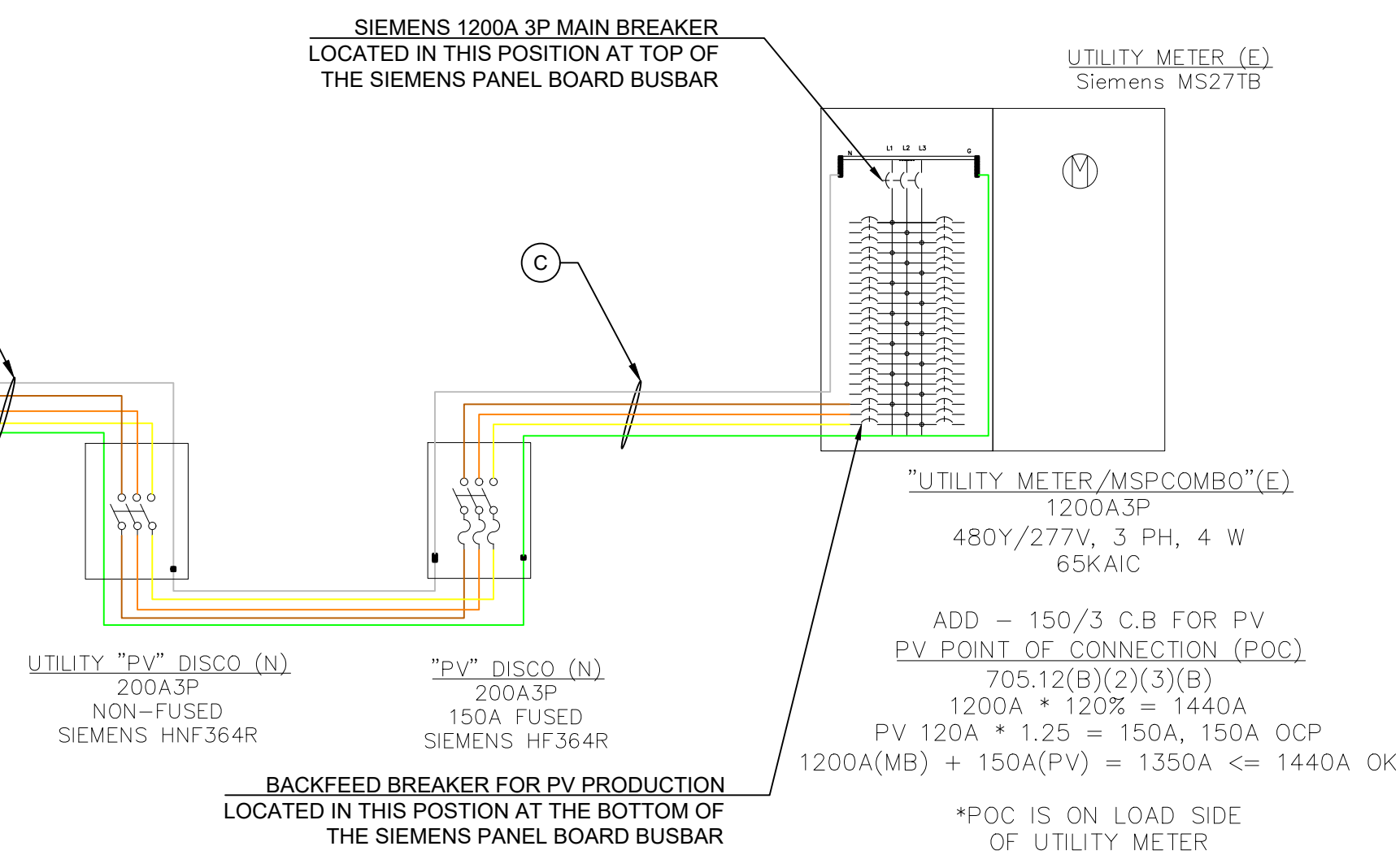
3 STRINGS REQ'D
STRING 1 = 26 MOD(13 P960)
STRING 2 = 26 MOD(13 P960)
STRING 3 = 24 MOD(12 P960)

3 STRINGS REQ'D
STRING 1 = 26 MOD(13 P960)
STRING 2 = 26 MOD(13 P960)
STRING 3 = 24 MOD(12 P960)

3 STRINGS REQ'D
STRING 1 = 26 MOD(13 P960)
STRING 2 = 26 MOD(13 P960)
STRING 3 = 23 MOD(12 P960)



14,318 FAULT CURRENT REQUIREMENT IS UNDER 10,000A
- FAULT CURRENT REQUIREMENTS FOR PV UTILITY DISCONNECT:
• CONDUCTOR SIZE IN CONDUIT - 1/0AWG CU
• BREAKER - 150A/3P CIRCUIT BREAKER
• CONDUCTOR LENGTH FROM BREAKER TO UTILITY DISCONNECT TERMINATION - N/A FUSED DISCONNECT
• AVAILABLE FAULT CURRENT - N/A



Conductor Schedule and Calculations																		
Tag	Circuit Description	Location Description	Max Circuit Current 690.8(A)	Min. Cond. Ampacity	Conductor Material	Ampacity Check										Voltage Drop		
						Conductor AWG	Temp. rating of Cond.	Allowable Ampacity	Ampacity Check #1 690.8(B)(1)	Adjusted Temp Range	Amb. Temp Corr. Factor	# of Current Carr. Cond.	Raceway Fill Adj. Factor	Ampacity Check #2 690.8(B)(2)	Phase	One way Length(ft)	%Vd	
A	PV Source	Module to DC/DC Converter	14.33	17.9	CU	12	90°C	30	17.9A * 125% = 22.4A < 30A, Ok	123-131	0.76	<4	1	30A * 0.76 * 1 = 22.8 > 17.9A OK	DC	100	1.22%	
B	DC to DC Converter Output	Array to Inverter	18	18.0	CU	10	90°C	40	18A * 125% = 22.5A < 40A, Ok	123-131	0.76	4-6	0.8	40A * 0.76 * 0.8 = 24.32 > 18A OK	DC	150	1.45%	
C	Inverter Output	Inverter A to OCP	120	120.0	CU	1/0	90°C	170	120A * 125% = 150A < 170A, Ok	96-104	0.91	<4	1	170A * 0.91 * 1 = 154.7 > 120A OK	3ph	10	0.17%	

Conduit and Conductor Schedule						
Tag	Description and Conductor Type	Min. Conductor Gauge	Number of Conductors	Typical Conduit Type	Min. Conduit Size	Max one way length (ft)
A	Mds to j-box, PV Wire	12AWG	3 x (+,-)	FREE AIR	MFG CABLE	100
B	j-box to Inv., THWN-2	10AWG	3 x (+,-) (G)	PVC, EMT, or FMC	1"	150
C	Inv to POC, THWN-2	1/0AWG	L ₁ , L ₂ , L ₃ N, (#6G)	PVC, EMT, or FMC	2"	10
Notes: *MC Cable can be EMT or FMC (G) can be #8AWG THWN-2 For Conduit sizing refer to Chapter 9 Tables, NEC					NEC 690.45-46, Table 250.66, Table 250.122	

! WARNING !

ELECTRIC SHOCK HAZARD

TERMINALS ON BOTH THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

WARNING: PHOTOVOLTAIC POWER SOURCE

SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN

TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN THE ARRAY.

LABEL 1 - NEC 690.13(B)
APPLY TO DISCONNECTING MEANS WHERE THE LINE AND LOAD TERMINALS MAY BE ENERGIZED IN THE OPEN POSITION

LABEL 2 - NEC 690.31(G)(4)
APPLY TO EXPOSED RACEWAYS, CABLE TRAYS, OTHER WIRING METHODS, COVERS, ENCLOSURES OF PULL BOXES, AND J-BOXES. SPACING BETWEEN LABELS OR MARKINGS SHALL NOT BE MORE THAN 10FT APART.

LABEL 3 - NEC 690.56(C)(1)(a)
APPLY TO LABEL ON OR NO MORE THAN 3FT FROM THE SERVICE DISCONNECTING MEANS TO WHICH THE PV SYSTEMS ARE CONNECTED AND SHALL INDICATE THE LOCATION OF ALL IDENTIFIED RAPID SHUTDOWN SWITCHES IF NOT AT THE SAME LOCATION

PHOTOVOLTAIC SYSTEM ! DC DISCONNECT !

MAX SYSTEM VOLTAGE: 929VDC
MAX CIRCUIT CURRENT: 11A
MAX OUT CURRENT(DC TO DC CONV.): N/A

LABEL 4 - 690.53
APPLY TO DC DISCONNECT/INVERTER

PHOTOVOLTAIC SYSTEM ! AC DISCONNECT !

RATED AC OUTPUT CURRENT: 120A
NOMINAL OPERATING VOLTAGE: 480VAC

LABEL 5 - NEC 690.54
APPLY TO MAIN PV AC DISCONNECT

! WARNING !

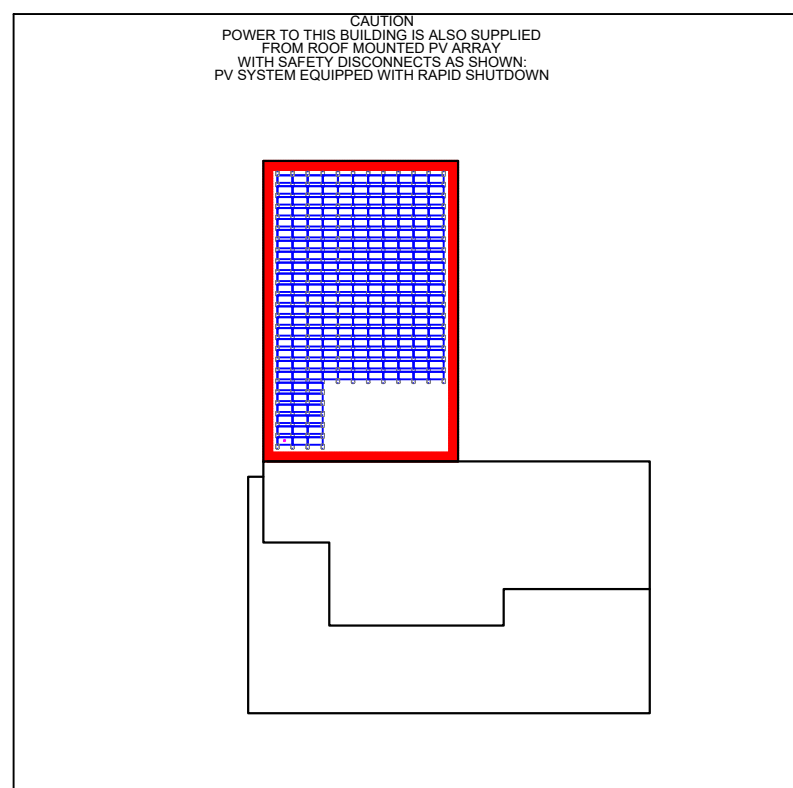
DUAL POWER SUPPLY SOURCES: UTILITY GRID AND PV SOLAR ELECTRIC SYSTEM

LABEL 6 - NEC 705.12(B)(3)
APPLY TO MSP

! WARNING !

POWER SOURCE OUTPUT CONNECTION: DO NOT RELOCATE THIS OVERCURRENT DEVICE

LABEL 7 - NEC 705.12(B)(2)(3)(b)
APPLY TO BACK-FED BREAKER, IF APPLICABLE



LABEL 10 - NEC 705.10 DIRECTORY OR PLAQUE
APPLY TO LOCATION APPROVED BY AHJ
DIRECTORY OR PLAQUE PROVIDING LOCATION OF MSD AND PV DISCONNECT

Project Type - Photovoltaic

CONTRACTOR
PHOTON BROTHERS
7705 W 108th Ave
Westminster, CO 80021

JOHNSTOWN YMCA
COMMERCIAL
165 SETTLER WAY
JOHNSTOWN, CO 80534

PV SYSTEM SPECIFICATIONS
1. PV MODULE: 227 x LR4-72HPH-440M, 99.88kWdc
2. INVERTER: SE100KUS
3. RACKING: Ecofoot 2+
4. ROOF TYPE: TPO
5. AZIMUTH: 180°
6. ROOF SLOPE: 10°

File Name:
04_JOHNSTOWN YMCA COMM_LINE
DIAGRAM_METER 1.DWG

Sheet Number and Title:
PV03 - LINE DIAGRAM

Sheet Size:
ARCH full bleed D (36.00 x 24.00 Inches)

Drawing history

no.	drawn by	revision	date
01	DCG	----	----

Preliminary draft
- not for construction

Project Type - Photovoltaic

CONTRACTOR
PHOTON BROTHERS
7705 W 108th Ave
Westminster, CO 80021

JOHNSTOWN YMCA
COMMERCIAL
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JOHNSTOWN, CO 80534

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2. INVERTER: SE100KUS
3. RACKING: Ecofoot 2+
4. ROOF TYPE:TPO
5. AZIMUTH:180°
6. ROOF SLOPE:10°

File Name:
04_JOHNSTOWN YMCA COMM_L - COPY.DWG

Sheet Number and Title:
PV04 - ELEVATION

Sheet Size:
ARCH full bleed D (36.00 x 24.00 Inches)

Drawing history

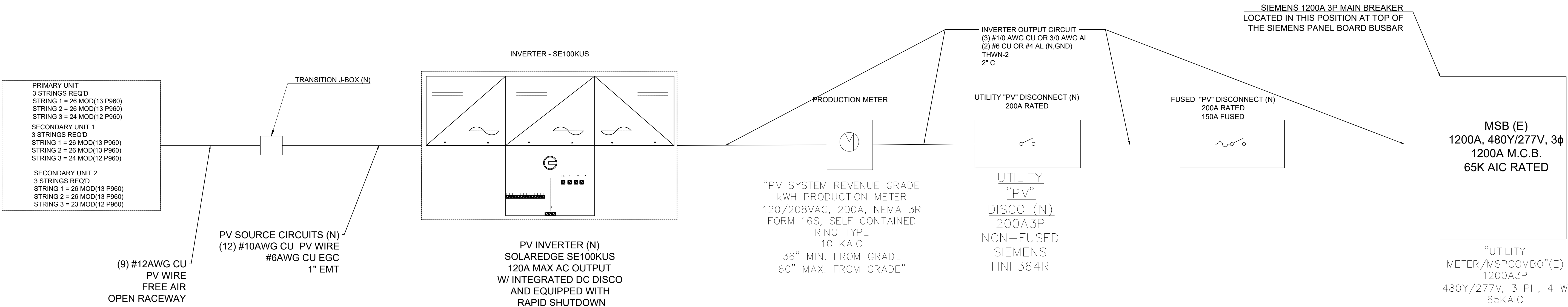
no.	drawn by	revision	date
01	DCG	----	----

Preliminary draft
- not for construction

PV04

NEC Electrical Calculations - Photovoltaic System																	
Project Details				PV Module Data			SolarEdge Inverter Data			Optimizer Data							
Project Name		Johnstown YMCA COMM PV		Model Number		LR4-72HPH-440M	Model Number		SE100KUS		Optimizer		P960				
Project Location		Johnstown, CO		Nominal Output @ STC, Pmp		440	Wdc	Max DC Power(STC)		100000	Wdc	DC Input Power		960	Wdc		
Module -		227	Longi	LR4-72HPH-440M		Open Circuit Voltage, Voc		48.9	Vdc	DC Max Voltage		1000	Vdc	Max Input Voltage		60	Vdc
Inverter -		1	SolarEdge	SE100KUS		Max Power Point, Vmp		41.1	Vdc	DC Max input Current		3 x 40	A	MPPT Range		12.5-60	Vdc
Optimizer		114	SolarEdge	P960		Short Circuit Current, Isc		11.46	A	AC Max Output Power		135000	Wac	Max DC input Current		23	A
Utility -		480	Vac			Max Power Point Current, Imp		10.71	A	Nominal Output Voltage (Vac)		850	Vac	Max Output Current		18	A
DC Rating		99.88	kW			VOC Temp Coeff		-0.27	%/°C	AC Max Output Current		120	A	Max Output Voltage		480	Vdc
AC Rating		84.90	kW			Dimensions, LxWxH (in)		82.44 x 40.87 x 1.38		CEC Weighted Efficiency		98.5	%	Min. # of Opt's/String		14	
Min. Ambient Temp, °C		-17		1.4 °F		Weight		44	lbs	Dimensions, LxWxH (in)		n/a		Max # of Opt's/String		30	
Max. Ambient Temp, °C		35		95 °F						Weight		304	lbs	Max Watts/String		15300	

14,318 FAULT CURRENT REQUIREMENT IS UNDER 10,000A
- FAULT CURRENT REQUIREMENTS FOR PV UTILITY DISCONNECT:
• CONDUCTOR SIZE IN CONDUIT - 110AWG CU
• BREAKER - 150A/3P CIRCUIT BREAKER
• CONDUCTOR LENGTH FROM BREAKER TO UTILITY DISCONNECT TERMINATION - N/A FUSED DISCONNECT
• AVAILABLE FAULT CURRENT - N/A



Conductor Schedule and Calculations																			
Tag	Circuit Description	Location Description	Max Circuit Current 690.8(A)	Min. Cond. Ampacity	Conductor Material	Ampacity Check										Voltage Drop			
						Conductor AWG	Temp. rating of Cond.	Allowable Ampacity	Ampacity Check #1 690.8(B)(1)		Adjusted Temp Range	Amb. Temp Corr. Factor	# of Current Carr. Cond.	Raceway Fill Adj. Factor	Ampacity Check #2 690.8(B)(2)		Phase	One way Length(ft)	%Vd
A	PV Source	Module to DC/DC Converter	14.33	17.9	CU	12	90°C	30	17.9A * 125% = 22.4A < 30A, Ok		123-131	0.76	<4	1	30A * 0.76 * 1 = 22.8 > 17.9A OK		DC	100	1.22%
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C	Inverter Output	Inverter A to OCP	120	120.0	CU	1/0	90°C	170	120A * 125% = 150A < 170A, Ok		96-104	0.91	<4	1	170A * 0.91 * 1 = 154.7 > 120A OK		3ph	10	0.17%

Project Type - Photovoltaic

CONTRACTOR
PHOTON BROTHERS
7705 W 108th Ave
Westminster, CO 80021

JOHNSTOWN YMCA
COMMERCIAL
165 SETTLER WAY
JOHNSTOWN, CO 80534

- PV SYSTEM SPECIFICATIONS
1. PV MODULE: 227 x LR4-72HPH-440M, 99.88kWdc
 2. INVERTER: SE100KUS
 3. RACKING: EcoFoot 2+
 4. ROOF TYPE:TPO
 5. AZIMUTH:180°
 6. ROOF SLOPE:10°

File Name:
05_JOHNSTOWN YMCA COMM_ATTACH
PLAN_ARCH D.DWG

Sheet Number and Title:
PV05 - SITE LAYOUT

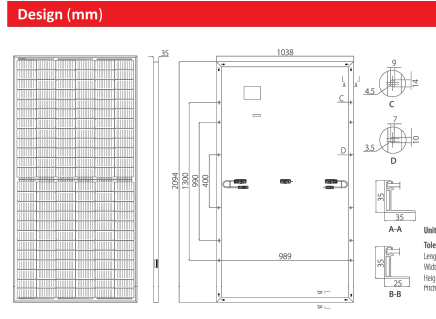
Sheet Size:
ARCH full bleed D (36.00 x 24.00 Inches)

Drawing history

no.	drawn by	revision	date
01	DCG	----	----

Preliminary draft
- not for construction

PV05

		LR A-72HPH 425~455M																																																																																																																																																																																																																																																																																																																																															
Mechanical Parameters		Operating Parameters																																																																																																																																																																																																																																																																																																																																															
- Gold Plated Surface 141-20426 - Lead Free 141-20426 - Output Cable Length: 1000mm±1 length 151101010 - Gas Spring 3.2mm Lead Length (mm) - Horizontal distance (mm) from the front - Weight: 23.5g 150mm±10mm±5mm - Package: 250mm±5mm - Storage: 200P 4000ppm per 40°C		- Operating Temperature: 40°C~+60°C - Power On Delay Time: 0.01~0.1s - Vac. life: 10000h, 100% - Maximum Switch Voltage: 1000VDC - Maximum Switch Holding Time: 20s - Operating Temperature: 40°C~+60°C - Safety Class: Class I - Fire Rating: 1, 1000°C																																																																																																																																																																																																																																																																																																																																															
Electrical Characteristics		Test according to JEDEC J78-10																																																																																																																																																																																																																																																																																																																																															
<table border="1"> <thead> <tr> <th>Parameter</th><th>LRA-72HPH-425M</th><th>LRA-72HPH-435M</th><th>LRA-72HPH-445M</th><th>LRA-72HPH-455M</th></tr> </thead> <tbody> <tr> <td>Rated Temperature</td><td>100°C</td><td>100°C</td><td>100°C</td><td>100°C</td></tr> <tr> <td>Rated Voltage</td><td>100V</td><td>100V</td><td>100V</td><td>100V</td></tr> <tr> <td>Rated Current</td><td>100mA</td><td>100mA</td><td>100mA</td><td>100mA</td></tr> <tr> <td>Rated Power</td><td>10W</td><td>10W</td><td>10W</td><td>10W</td></tr> <tr> <td>Rated Resistance</td><td>100Ω</td><td>100Ω</td><td>100Ω</td><td>100Ω</td></tr> <tr> <td>Rated Inductance</td><td>100mH</td><td>100mH</td><td>100mH</td><td>100mH</td></tr> <tr> <td>Rated Capacitance</td><td>100pF</td><td>100pF</td><td>100pF</td><td>100pF</td></tr> <tr> <td>Rated Frequency</td><td>100kHz</td><td>100kHz</td><td>100kHz</td><td>100kHz</td></tr> <tr> <td>Rated Voltage</td><td>100V</td><td>100V</td><td>100V</td><td>100V</td></tr> <tr> <td>Rated 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Three Phase Inverter with Synergy Technology			
for the 277/480V Grid for North America			
SE66.6KUS / SE100KUS			
		SE66.6KUS	SE100KUS
OUTPUT			
Rated AC Power Output	66000	100000	VA
Maximum AC Power Output	66000	100000	VA
AC Output Line Connections		4-wire WYE, 3-1-2 L-L-N plus PE	
Output Voltage Maximum-Nominal/Maximum (L-L)	244 ~ 277 Vrms		VAC
AC Output Voltage Minimum-Nominal/Maximum (L-L)	422 ~ 480 Vrms		VAC
AC Frequency Min-Nom-Max ¹⁾	50.0 - 60.0 - 62.5		Hz
Maximum Continuous Output Power per Phase @277V	220	100	A
IGT Threshold	80		A
IGT Monitoring, Ignoring Threshold, Configurable Power Factor, Current, Configuration Threshold	Yes		
INPUT			
AC Input Phase Sequence STU-Line	100000 / 10000	100000 / 10000	Hz
Transformerless, Ungrounded		Yes	
Maximum Input Voltage DC to Grid	900	1000	VDC
Maximum Input Voltage DC to AC	1000	1000	VDC
Nominal Input Voltage DC to AC	425	500	VDC
Normal Input Voltage DC to AC	450	550	VDC
Maximum Input Current	2 x 40	3 x 40	AAC
Maximum Input Short Circuit Current	120	120	AAC
Reverse Polarity Protection	Yes		
Ground Fault Isolation Detection	350kVAr/amps per line		
CEI Weighted Efficiency	95.5		%
Negative Power Function	±12W		W
ADDITIONAL FEATURES			
Isolated Communication Interface	RS485, Ethernet, Cellular GSM (optional)		
Regul Shutoffs	NEC204, NEC207 and NEC200 compliant (unfired, on, AC Grid Disconnect)		
Trips: Safety Shutdown	Built-in		
DC SAFETY SWITCH			
DC Disconnected	1000V / 3 x 4A	1000V / 3 x 4A	
STANDARD COMPLIANCE			
Safety	UL1674, UL1541A, UL1699B, UL1698, CSA 2.22		
Grid Connection Standards	IEEE 1547, Rule 21, Rule M (480V)		
Compliance	IEEE 618, IEEE 1547		
INSTALLATION SPECIFICATIONS			
Number of Units	2	2	
Output Current (3-Phase Inverter) / Max In / Max Out	117 / 200 A	217 / 410 A	
AC Output Circuit Size / Terminal Block Amp Range /	2 x 125 / 6-16 / 6 straps	2 x 125 / 6-16 / 9 straps	
Dimensions (W x H x D)	Primary Units 37 x 15.5 x 19.5 / 34.5 x 15.260		in / mm
Weight	Secondary Unit 25 x 22.5 x 15.5 / 34.5 x 260		lb / kg
Operating Temperature Range	Primary Unit: 10 to 85 °C (secondary Unit 35 to 45 °C)		
Cooling	<40 to >140° / 40° to >400°		
Humidity	Fan-less (non-humidified)		
Vibration	<60		dBA
Protection Rating	NEMA 1E		
Mounting	Brackets (optional)		
¹⁾ For the regional setting please contact SynergyGrid support. ²⁾ Single unit operation with optional line(s) available. ³⁾ See derating from 50C			

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cc RoHS

[illegible]

EcoFoot™ + Installer Feedback = EcoFoot+™

Our design enhancements help you master the most challenging site and rooftop conditions



System Benefits

- Low part count
- Rapid system deployment
- Preassembled Universal Clamp
- Increased design flexibility
- More ballast capacity
- Simplified logistics
(up to 50kW per pallet)

Validation Summary

- Certified to UL2703 Fire Class A for Type I and II modules
- Certified to UL2703
Grounding and Bonding
- Wind tunnel tested to 150mph
- SEACO seismic compliant
- CFD and structurally tested DNV GL rated at 13.5 panels per installer-hour

Technical Specifications

Dimensions: 26.5" L x 18.25" H

Typical System Weight: 3.5–6 lbs. per sq. ft.

Module orientation: Landscape/Portrait

Tilt angle: Landscape 10°/Portrait 5°

Module inter-row spacing: 18.9"

Roof pitch: 0° to 7°

Ballast requirements: 4" x 8" x 16"

Warranty: 25 years

244 W. State Street, Athens OH 45701 | 740-249-1877 | www.ecofbriksolar.com

APPENDIX C Grounding & Bonding

The EcoFoot2+ system has been tested by TÜV Rheinland and conforms to UL 2703 for Grounding and Bonding when installed per the published installation instructions.

EcoFoot2+ carries module-to-module ground bond through the Wind Deflector, item E listed in the “EcoFoot2+ Core Components” table in this document.

Each row of module/wind deflectors in an array of up to 400 modules must be grounded per the NEC and ANS/NFPA 70 either through the designated ground hole in the Wind Deflector, or by drilling a ¼” ground hole into the Wind Deflector a minimum of ½” from any edge. One Ground Lug is required for every 400 modules connected within an array.

Equilibrium Solar recommends using #6 copper ground wire in conjunction with WEEB grounding devices such as the WEEB-LUG-6.7 or WEEB DSKS16. Lugs are a single use component.

Other grounding methods must be reviewed and approved by a licensed master electrician or electrical engineer and Authority Having Jurisdiction (AHJ).

The diagram shows a close-up of a metal wind deflector with a pre-drilled "Ground Hole". A green "Ground Lug" is being inserted into this hole. The lug has a threaded section at one end and a flat base at the other. Below the deflector, a horizontal metal rail is visible, which will serve as the common ground bus.

This schematic diagram illustrates the grounding and bonding network for the EcoFoot2+ array. It features three main components:

- GROUND LUG:** Indicated by a red circle at the top right, where the external ground connection enters the system.
- BOND:** Two horizontal green lines represent the module-to-module ground bonds running across the array.
- Common Ground Bus:** A vertical green line runs down the right side of the array, connecting all the individual module grounds to a central point.

The array itself is represented by a grid of modules, each with its own ground connection point leading to the common bus. Green lines throughout the diagram represent the continuous path of the ground bond.

Green lines represent ground bond path. Wind Deflectors carry module-to-module east/west ground bond. Bonding jumpers carry row-to-row/north/south ground bond.

EcoFoot2Plus_Install_Guide_V1.6-FINAL
January 5, 2018, ES10560

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equilibriumsolar.com

TÜV Rheinland PTL

Business Stream Products
Renewable and Solar Technology

Attn: Mr. Chad Parsons
Ecobrium Solar
340 West State Street
Athens, OH 45701 USA

Email: jpcastagna@tuv.rwth-aachen.de
480-966-1700, x153
June 16, 2014

UL SU 2703 Bonding Tests Completed

Type of Equipment: PV Mounting System
Model Designation: Ecobrium Solar Ecofood2+
Test Requirement: UL Subject 2703

TÜV Rheinland File Number: L1-ELS130905
TÜV Rheinland Project Number: L1-ELS130905

Dear Mr. Parsons,

This letter is confirmation that the Ecobrium Solar Ecofood2+ PV Mounting System has successfully completed electrical bonding tests according to the UL Subject 2703 standard.

Congratulations on this achievement.

All summary test results will be provided to you separately when the full report is completed. The final Test Report and associated Constructional Data Form (CDF) will be submitted to our certification department for final processing and subsequent listing on the TÜV Rheinland Certipedia website.

You may use this correspondence as an interim Letter of Compliance (LOC) indicating your system has met the relevant bonding requirements of UL Subject 2703.

Sincerely,



Jack Castagna
Solar Components Program Manager
TÜV Rheinland PTL LLC

TÜV Rheinland PTL
Photovoltaics Testing Laboratory
2710 South River Street
Yorba, Arizona 85022
Main Phone: 480-966-1700
Main Fax: 770-314-6492
Email: rtd@tuv.rwth-aachen.de

TÜV Rheinland
North America Holding, Inc.
1 Federal Street
Boston, MA 02110
Main Phone: 617-429-4889
Main Fax: 617-429-6888

Member of
TÜV Rheinland Group

CREATING A **BRIGHTER** FUTURE

PHOTOON
BROTHERS

YOUR **SOLAR** **POWER** SYSTEM

THE PHOTON WAY

It is our mission to power your life through a quality solar installation at a reasonable price. With over 10 years of electrical experience and hundreds of happy customers, we are committed to providing the best installations in the business. Your system, with the Photon Brothers stamp of approval, will outperform, outlive, and outcompete all others while being a showpiece that you and your community are proud of for decades to come.

INSTALLATION WARRANTY & SYSTEM MONITORING

We provide a 10 year warranty that covers the workmanship of our installation. If any of your system components need to be replaced within the warranty period, we cover all costs associated with replacement. In addition, we provide web based monitoring for your system during the warranty period so you can view your system performance in real time from any device. And for a little more peace of mind, we back our claims with a 5 year production guarantee ensuring your financial goals are met.

SYSTEM OVERVIEW

SOLAR 200.0 kW-DC

STORAGE 0.0 kW

SAVINGS \$16,806



FINANCING SUMMARY

Payment Options	Cash Purchase
IRR - Term	7.0%
LCOE PV Generation	\$0.023 /kWh
Net Present Value	\$96,582
Payback Period	12.5 Years
Total Payments	\$380,000
Total Incentives	\$199,742
Net Payments	\$180,258
Electric Bill Savings - Term	\$823,244
Upfront Payment	\$380,000

Benefits of Payment Options:

Cash Purchase:

- Maximize your savings by owning a secure long-term investment.
- Use federal investment tax credit to reduce your tax liability.
- Increase the market value of your business.

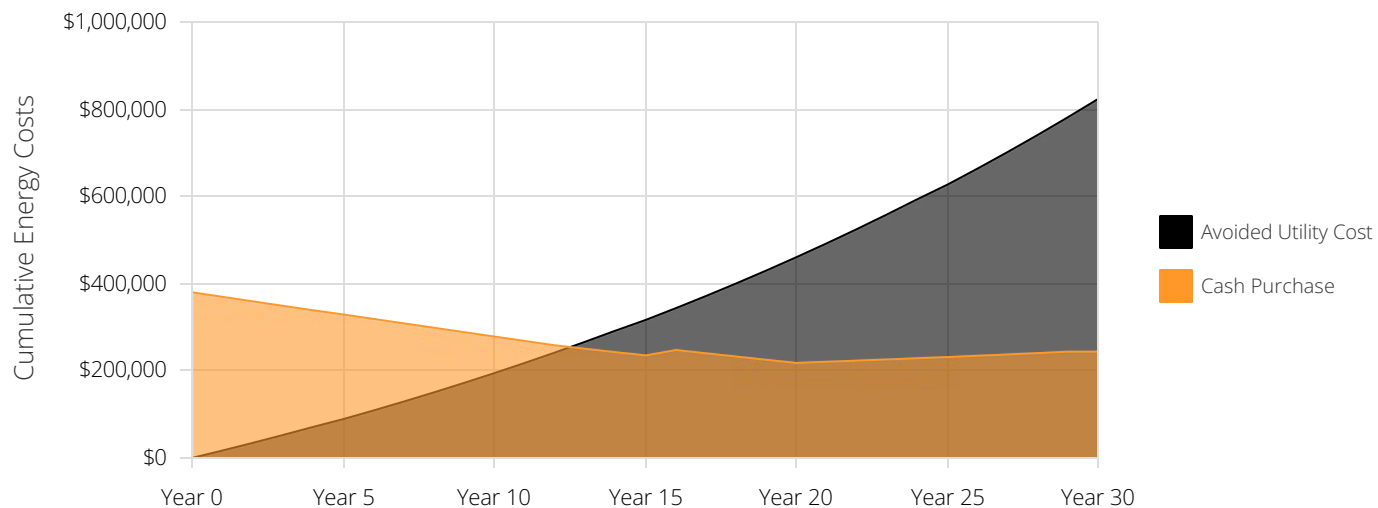
Lease or PPA:

- Receive the benefits of having solar, with little or no money down.
- Avoid the responsibility of maintenance and repairs.
- Do not have tax liability to monetize the federal tax credit.

Loan:

- Numerous low-cost, low interest rate loan programs are available.
- 'Own' an asset that generates significant financial value including electricity bill savings and tax incentives.
- Achieve immediate savings as you repay the loan over time.

Cummulative Energy Costs By Payment Option



Cash Purchase

CASH FLOW ANALYSIS

Years	Cash				Total Cash Flow	Cumulative Cash Flow
	Project Costs	O&M / Equipment Replacement	Solar Rewards Program	Electric Bill Savings		
Upfront	-\$380,000	-	-	-	-\$380,000	-\$380,000
1	-	-	\$10,280	\$16,806	\$27,086	-\$352,914
2	-	-	\$10,249	\$17,342	\$27,591	-\$325,322
3	-	-	\$10,218	\$17,895	\$28,113	-\$297,209
4	-	-	\$10,188	\$18,466	\$28,653	-\$268,556
5	-	-	\$10,157	\$19,054	\$29,211	-\$239,345
6	-	-	\$10,126	\$19,661	\$29,787	-\$209,558
7	-	-	\$10,095	\$20,287	\$30,382	-\$179,176
8	-	-	\$10,064	\$20,933	\$30,997	-\$148,179
9	-	-	\$10,033	\$21,599	\$31,633	-\$116,546
10	-	-	\$10,003	\$22,287	\$32,289	-\$84,257
11	-	-	\$9,972	\$22,995	\$32,967	-\$51,290
12	-	-	\$9,941	\$23,727	\$33,668	-\$17,623
13	-	-\$2,000	\$9,910	\$24,481	\$32,391	\$14,768
14	-	-\$2,060	\$9,879	\$25,259	\$33,078	\$47,846
15	-	-\$2,122	\$9,848	\$26,061	\$33,788	\$81,634
16	-	-\$22,185	\$9,818	\$26,889	\$14,521	\$96,155
17	-	-\$2,251	\$9,787	\$27,743	\$35,278	\$131,434
18	-	-\$2,319	\$9,756	\$28,623	\$36,060	\$167,494
19	-	-\$2,388	\$9,725	\$29,531	\$36,868	\$204,363
20	-	-\$2,460	\$9,694	\$30,468	\$37,702	\$242,065
21	-	-\$2,534	-	\$31,434	\$28,901	\$270,966
22	-	-\$2,610	-	\$32,430	\$29,821	\$300,787
23	-	-\$2,688	-	\$33,458	\$30,770	\$331,557
24	-	-\$2,768	-	\$34,518	\$31,749	\$363,306
25	-	-\$2,852	-	\$35,611	\$32,759	\$396,066
26	-	-\$2,937	-	\$36,738	\$33,801	\$429,867
27	-	-\$3,025	-	\$37,901	\$34,875	\$464,742
28	-	-\$3,116	-	\$39,100	\$35,984	\$500,726
29	-	-\$3,209	-	\$40,336	\$37,126	\$537,852
30	-	-\$3,306	-	\$41,611	\$38,305	\$576,157
Totals:	-\$380,000	-\$66,829	\$199,742	\$823,244	\$576,157	-

Financial Metrics

Payback:

12.5 Years

ROI:

151.6%

10 Year IRR:

(4.2%)

20 Year IRR:

5.0%

Assumptions

Utility Escalator:

3.5%

Federal tax rate:

21.0%

State tax rate:

8.0%

Modeling:

Before Tax

Exhibit B – Payment Schedule

Payment Initiating Event	Payment Amount
Deposit	\$55,000
Payment #1- Design and Permitting Submittal and Owner Approval	\$100,000
Payment #2 Panel Delivery	\$100,000
Payment #3 Final Inspection and Approval	\$100,000
Payment #4 Permission to Operate	\$25,000
Total	\$380,000

Exhibit C – Project Change Request

Date:	
Customer/premises address:	
Nature of change	
Change requested by:	
Detailed description of change:	
Additional materials required, estimated customer cost:	
Additional schedule required, estimated customer cost:	
Total additional cost:	
Payment terms:	

Signature and Date:

Contractor agrees to implement changes as described above:	
Owner agrees to contract adjustments and payment terms above:	

Exhibit D – Photon Brothers Inc. Warranties

1. Defined Terms of Warranties:

- a. "Owner" shall have the meaning it has in the Agreement.
- b. "Premises" shall have the meaning it has in the Agreement.
- c. "Contractor" shall have the meaning it has in the Agreement.
- d. "System" shall have the meaning it has in the Agreement.
- e. "Operational Date" shall be defined as the date on which the electricity utility service provider of Owner authorizes the Owner to energize or turn on the System.
- f. "Warranty Start Date" shall be defined as the first day of the first month following the "Operational Date" of the System.
- g. "Substantial completion" shall be the "Operational Date" of the System.
- h. "Work" shall have the meaning it has in the Agreement.

- 2. Limited Defects Warranty:** The Contractor warrants the System against defective workmanship for a period of 10 years after substantial completion. This warranty covers the solar system as a whole and provides for no-cost repair or replacement of the solar system, including any associated labor during the warranty period. The separately included manufacturer warranties for the solar panels and inverter are excluded from the contractor's warranty obligations. Per the manufacturer's warranty, solar modules carry a 25 year performance warranty and a 20 year workmanship warranty, inverters are under 12 year warranty, which has been extended to 20 years, and the power optimizers carry a standard 25 year warranty. Photon Brothers, Inc., a Colorado corporation, its successors, assigns or transferees, will be the warranty administrator for these manufacturer's warranties and provide a first line of support on all manufacturer's warranty claims, unless the business entity, its successors, assigns or transferees, no longer conduct business in the State of Colorado. The warranty period will not be extended, nor will a new warranty period begin, when any repair or replacement is conducted under this warranty. This warranty does not warrant a specific power output, other than the warranty against degradation noted above, which is exclusively covered under the module manufacturer warranty. The Contractor shall, on or before substantial completion and final payment, provide to the Owner all warranty documents relative to the equipment and materials incorporated in the Work as such are provided by their manufacturers.

- a. This Limited Warranty specifically excludes claims on any component which does not have a manufacturer's warranty and is not a result of a defect in workmanship. This Limited Warranty includes servicing manufacturers' warranties free of charge. If a covered defect is discovered, Contractor will, at no additional cost to Owner, provide such labor and materials as required to restore the System to its originally installed state, either with new or used materials. If Contractor finds problems in the System caused by the acts or omissions of

Owner or if the problems are not an actual problem of the System (e.g. shade or un-authorized alterations to the System), upon written notice to Owner and written approval by Owner, Contractor may charge Owner for any new parts and materials at the then retail market rate and labor services at an hourly rate basis for all services rendered by Contractor or its agents at the then current labor service rate and further that each labor service charge shall be billed at a minimum rate of two (2) hours. This Limited Warranty does not cover: power outages; force majeure (events such as earthquake, lightning, hailstorms, severe weather, insect infestation, pest infestation, fire, flood, or other acts of God), war, invasion, terrorist activity, government sanction, or normal wear and tear of the roof or other site of the System, sub-structure, siding, plumbing or electrical work not related to the System. This Limited Warranty does not cover any problems caused by improper maintenance of the System or any other improper action by any party other than Contractor.

- b.** Photon Brothers has inspected the site of the installation and there is nothing that we have, in good faith, seen that would increase our costs or cause a change order.

Exhibit E – Production Guarantee

In addition to the warranty provided in Exhibit D, Contractor provides the following production guarantee.

Contractor estimates that each year during the Production Term (as defined below) the System will generate the Guaranteed Range of Annual Production (as defined below) of kilowatt hours (kWh) in the table set forth below:

Guarantee Year	Guaranteed Range of Annual Production (kWh)
Year 1	264,160
Year 2	262,680
Year 3	261,367
Year 4	260,060
Year 5	258,759

1. If, at the end of each successive twelve (12) month anniversary of the Energy Start Date, the Actual Annual kWh (defined below) generated by the System is less than the bottom of the Guaranteed Range of Annual Production, then Contractor will send Customer a refund check or transfer funds electronically in an amount equal to the difference between the bottom of the Guaranteed Range of Annual Production and the Actual Annual kWh, multiplied by the Guaranteed Energy Price per kWh (defined below) ("Payment Amount") after such Payment Amount is equal to or greater than \$100.00 ("Minimum Payment Amount"), unless such Payment Amount is due and payable in the last year of the Production Term, in which case there is no minimum dollar amount requirement to remit the Payment Amount to Customer. If a Payment Amount is due under this Production Guarantee, but the Minimum Payment Amount requirement has not been satisfied, then the Payment Amount will continue to roll over to the next twelve (12) month anniversary of the Energy Start Date until the Minimum Payment Amount has been reached. Contractor will make that payment at the end of a Guarantee Year. Customer is responsible for ensuring that the System remains free of shading in the same condition of the site at time of installation (for example, future trees planted in front of the PV array). Customer is also responsible for cleaning the array twice annually to prevent significant performance degradation.
 - a. For example, if the first twelve (12) month period commences on October 1, 2014, and ends on September 30, 2015, and the energy the System generated is less than the energy the system was guaranteed to generate during such twelve (12) month period, Contractor will pay the difference between the Actual Annual kWh and the bottom of the Guaranteed Range of Annual Production multiplied

by the Guaranteed Energy Price per kWh.

2. If, at the end of each successive twelve (12) month anniversary of the Energy Start Date, the Actual Annual kWh is greater than the top of the Guaranteed Range of Annual Production during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future.
3. **Defined Terms:** The following capitalized terms will have the below meanings when used in this Production Guarantee:
 - a. **“Actual Annual kWh”** means the AC electricity produced by the System in kilowatt-hours measured and recorded by Contractor during each successive twelve (12) month anniversary of the Energy Start Date as measured by the monitoring system. The total kWh shall be the sum of all inverter outputs as recorded by the monitoring system and as communicated to Contractor by Customer pursuant to the Communication Requirements (as defined below).
 - b. **“Communication Requirements”** Customer shall provide a dedicated internet connection at the main facility for the entire length of the Production Term.
 - c. **“Energy Start Date”** means the date that the System becomes fully energized, with permission to operate from the utility, is producing power continuously, and has a fully operational monitoring system capable of reporting production. Note the System may be energized for testing purposes prior to the Energy Start Date.
 - d. **“Guarantee Year”** is each successive period of a calendar year from the Energy Start Date, as described above, to the next anniversary of the Energy Start Date.
 - e. **“Guaranteed Energy Price per kWh”** is the value set forth on Table A of this Production Guarantee for the applicable Guarantee Year.
 - f. **“Guaranteed Range of Annual Production”** is the estimate of the range of production for a Guarantee Year made by Contractor using details related to the installation of the System, including but not limited to, typical meteorological year data, equipment efficiency, pitch, and orientation. The Guaranteed Range of Annual Production for the System for each Guarantee Year is in column 2 of Table A.
 - g. **“Production Term”** is 5 years, beginning at the Energy Start Date.
4. **Contingency for Lost Data:** In the event of hardware, communication, or other failure affecting Actual Annual kWh retrievable from the Monitoring System, Contractor will make commercially reasonable efforts to resolve the failure in a timely manner and the calculations in this Section 2 will be adjusted to compensate for such lost data during such period of failure. Contractor will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, Contractor will make the adjustment based on the original kWh expectation attributable to such period. This section states Contractor’s sole liability, and Customer’s exclusive remedy, for any

shortfall in Actual Annual KWh arising from any equipment failure or lost data relating to the Monitoring System.

MASTER CROSSING AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND GREAT WESTERN RAILWAY OF COLORADO

This Master Crossing Agreement (“Agreement”) is made and entered into on this ____ day of December, 2021 (“Effective Date”), by and between the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado (“Town”), and Great Western Railway of Colorado, L.L.C., a Colorado limited liability company (“Great Western”) (collectively, the “Parties”).

RECITALS

1. The Town is a home-rule municipal corporation located in the Counties of Larimer and Weld, State of Colorado.
2. Great Western owns and operates a railroad with railroad tracks that run throughout the municipal boundaries of the Town.
3. The Town is experiencing significant residential and commercial development. In connection therewith, the Town requires the ability to cross a multitude of Great Western’s railroad tracks.
4. To cross the railroad tracks, Great Western requires the execution of a crossing license agreement and payment of a crossing license fee.
5. To expedite the process moving forward, the Town and Great Western desire to set forth the terms and conditions of the crossing license agreements for twenty (20) crossings in the Town. The Town further desires to prepay, and Great Western desires to accept prepayment of, the crossing license fees and all expenses, except the application fees as described herein, for the twenty (20) crossings.
6. To memorialize the foregoing, the Town and Great Western desire to enter into this Agreement.
7. The Town finds that this Agreement is in the best interests of the citizens of the Town.

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 Town and Great Western agrees as follows:

1. Recitals. The Recitals are incorporated as if set forth fully herein.
2. Scope of Agreement. This Agreement shall apply to twenty (20) railroad crossings in, or in close proximity to, the boundaries of the Town (“Subject Crossings”). The Subject

Crossings shall be underground crossings, except that one (1) of the Subject Crossings shall be a pedestrian crossing. The pedestrian crossing is the crossing that has been approved by Great Western and is located at latitude 40.32729, longitude -104.90025, located at Mile Post 17.44, in the Town, County of Weld State of Colorado (“Pedestrian Crossing”).

3. Size of the Pipelines. The pipeline casings for the Subject Crossings shall not exceed 36” in diameter in total, except that one pipeline casing for a raw water line may be up to 56” in diameter and one pipeline casing for a sewer line may be up to 42” in diameter. The meaning of a “Subject Crossing” shall be construed to include all pipelines that are part of the scope of the project then being constructed on the condition that the pipelines are installed as part of the same project scope, are in the same trench or immediately adjacent trenches, and the casings do not collectively exceed 36” in diameter; provided, however, that in the event more than one pipe is proposed in a crossing, engineering drawings and calculations must be submitted and approved by Great Western, such approval not to be unreasonably withheld or delayed, and if such engineering review finds it acceptable, the such combine total casing diameter may go up to 48”. For the avoidance of doubt, the Town may install, by boring under the railroad tracks, two pipelines as part of the same project, appropriately distanced in compliance with the law and Great Western’s engineering standards, and such improvements shall only be considered to be one (1) of the Subject Crossings subject to only one (1) Crossing License Fee, defined below.

4. Crossing License Agreements. For each of the Subject Crossings, the Town and Great Western agree to utilize the form, or have developers utilize the form, of crossing license in substantially the same form as attached hereto and incorporated herein by reference as Exhibit A.

5. Crossing License Fees. For each of the Subject Crossings, the Town agrees to pay a one-time crossing license fee in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (“Crossing License Fee”). The Town agrees to pre-pay to Great Western, the Crossing License Fees for the Subject Crossings on or before December 31, 2021, in the amount of Five Hundred Thousand Dollars (\$500,000.00). Except for the Application Fee, defined below, the Crossing License Fee shall include any and all fees, of whatever nature and however characterized (right of way fees, permit fees, license fees, engineering fees, etc.), that Great Western may impose, at any time, to cross that particular section of the railroad tracks.

6. Application Fee. In addition to the Crossing License Fee, Great Western may impose an Application Fee payable with an application to cross each of the Subject Crossings. For five (5) years from the Effective Date of this Agreement, the Application Fee shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00). After such five (5) year period, the Application Fee for the remaining Subject Crossings may be adjusted based on the fees Great Western charges others crossing its railroad; provided such fee shall not exceed the average fee Great Western charges all other parties that cross its railroad. Upon submission of a complete application, Great Western shall complete its review of the application and provide a response within thirty (30) days. The Parties recognize and agree that the Application Fee for the Pedestrian Crossing has been paid and the Application Fees for two water lines and one sanitary sewer line in the Johnstown Farms, Filing No. 3, development have also been paid.

7. Developer Third Party Beneficiaries. Great Western's commitments and obligations contained herein shall apply to the Town and to developers constructing improvements at the Subject Crossings that are thereafter dedicated to the Town.

8. Assignment. Great Western may not assign any part of its rights, duties or obligations under this Agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld.

9. Binding Effect. The benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors, assigns and transferees of the Parties.

10. Notices. All notices, consents or other instruments provided for under this Agreement shall be deemed properly given when: (1) hand-delivered; (2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (3) sent by electronic mail return receipt requested and received. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO GREAT WESTERN:

Great Western Railway of Colorado, LLC
Attention: Director, Real Estate
225 Clayton Street, 4th Floor
Denver, CO 80206
Email: nbrown@omnitrax.com

TO TOWN:

Town of Johnstown
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

COPY TO:

Attention: General Counsel
252 Clayton Street, 4th Floor
Denver, CO 80206
Email: jspegleman@omnitrax.com

COPY TO:

Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

11. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in the City and County of Denver or the County of Weld, State of Colorado.

12. Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, this Agreement shall become null and void in its entirety and the Great Western shall provide a proportional reimbursement of the prepaid Crossing License Fees to the Town. For illustrative purposes, if the Agreement, or a portion thereof, is deemed unlawful or unenforceable after improvements have been installed at ten (10) of the Subject Crossings, the Town shall be entitled to reimbursement in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

13. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

14. Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the prevailing party, to the extent permitted by law, considering the financial expenditure limitations imposed by Colorado law upon governmental entities, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

15. 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.

16. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the Parties.

17. Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

[Signatures on the following pages.]

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

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

Attest:

Diana Seele, Town Clerk

GREAT WESTERN RAILWAY OF
COLORADO, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
FORM OF CROSSING LICENSE

PIPE LINE CROSSING LICENSE*

____ of 20

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by **Great Western Railway of Colorado, L.L.C.**, a Colorado limited liability company ("Licensor"), and [_____, a ___ of the State of _____ **OR the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado**] ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:**1. TERM:**

This License shall take effect as of the Effective Date and, unless sooner terminated per the terms outlined in Section 10 of this License, regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation, shall continue in perpetuity ("Term"). Licensor will not execute this License until it receives a signed original or an electronic version from Licensee, and in no event is entry under this License permitted until Licensor has executed it.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to access, construct, install, use, maintain, repair, relocate, operate and replace an _____ **[potable water or sanitary sewer] pipe or broadband conduit** located approximately _____, at or near Milepost __, Latitude: ____°, and Longitude: ____°. Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A," attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the Town of Johnstown, County of _____, and State of Colorado (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B," attached to this License and made a part of it by this reference, but generally described as follows: _____.

3. LICENSE FEE:

- A. As consideration for this License and use of the Premises, [Licensee **OR the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado ("Town")**, on behalf of Licensee] has paid Licensor as a "License Fee" in the sum of Twenty Five Thousand Dollars and 00/100 (\$25,000.00), pursuant to that certain Master Crossing Agreement between Licensor and the Town dated December _____, 2021 ("Master Crossing Agreement").

4. SPECIFICATIONS

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in substantial accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in substantial compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.
- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property; provided, however, Licensee may request a variance to this depth and Licensor's engineers will review it but the granting of any variance will be determined in such Engineer's sole discretion. Notwithstanding the foregoing, to accommodate gravity flow with respect to sewer pipe lines, as approved by Licensor, Licensee may install the top of the encasement at a minimum level that is less than five and one half (5½') feet beneath surface of ground.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and, in the event of an emergency, shall notify Licensor as soon as reasonably practicable (but no more than seventy-two (72) hours following the cessation of such emergency).
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents of the Licensee. Licensee shall further require such contractors and subcontractors to indemnify Licensor for all damage Licensor may incur as a result of such contractors or subcontractors performing any work pursuant herein.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in substantial accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe

Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensors' property or the operation of any of them.

- G. Licensors shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensors' expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensors' property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensors' property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensors or others; and Licensee accepts this License subject to such dangers.

- B. The following shall apply:

- a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF LICENSEE, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE MISCONDUCT OR NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**

- b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO,**

CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF LICENSEE, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

- c. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.
- d. AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.
- e. NOTWITHSTANDING ANY PROVISIONS OF THIS LICENSE TO THE CONTRARY, LICENSEE DOES NOT WAIVE THE MONETARY LIMITATION OR ANY OTHER DEFENSES, IMMUNITIES AND PROTECTIONS PROVIDED TO LICENSEE (IF LICENSEE IS THE TOWN OR, IF NOT, UPON ASSIGNMENT TO THE TOWN) BY THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. 24-10-101, ET SEQ., AS MAY BE AMENDED, OR SIMILAR APPLICABLE LAWS. THE AMOUNT OF ANY INDEMNIFICATION PAYABLE BY THE LICENSEE SHALL NOT EXCEED SUCH LIMITATIONS.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering Licensee and its activities and operations performed under or pursuant to this License, in accordance with the coverage requirements below, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company or, if the Licensee is the Town or upon assignment to the Town, with the Colorado Intergovernmental Risk Sharing Agency:
 - i. **Commercial General Liability Insurance** written on an occurrence basis, except that, when the insured is the Town, a claims-made basis, subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms (or a substitute form providing equivalent liability coverage) to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17

endorsement or equivalent). Commercial General Liability insurance shall provide coverage for Business Automobile Liability insurances.

- ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage covering motor vehicles owned, leased, rented, hired or used on behalf of Licensee.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.
 - C. During the term of this Agreement, all insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
 - D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
 - E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
 - F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
 - G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage

are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.

- H. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property. Notwithstanding the foregoing, Licensor covenants and represents to Licensee that it has the right to grant the License contained herein and the right to grant access to and possession of the Premises as provided herein. If a third party brings an action against Licensee related to, arising from or in any manner, directly or indirectly, connected with Licensee's right to access and possession of the Premises, Licensor agrees to indemnify Licensee for all costs and expenses, including reasonable attorney's fees, related to such claim.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and workmanlike manner and in a condition in substantial compliance with applicable Laws. Licensor may request Licensee to make reasonable repairs or changes as the reasonable judgment of Licensor deems necessary in order to avoid unreasonable interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, and within thirty (30) days after notice from Licensor to do so (or on shorter notice in case of an emergency), make changes to the Pipe Line as required within the Premises. Licensor understands and agrees that Licensee, using all due diligence, may not be able to make changes within thirty (30) days and shall, in such instance, allow Licensee reasonable additional time to make such changes. Licensor and Licensee must agree to the need to relocate the Pipe Line due to Licensor's legitimate business reason. If the Licensor requires the Pipe Line relocation for business reasons only, the expense will be the responsibility of the Licensor. If federal regulations and safety compliance are the reason for Pipe Line relocation, Licensee will bear the cost.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, within thirty (30) days following written demand, reimburse Licensor the reasonable out-of-pocket costs of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools

- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed or Licensee shall fill and cap or otherwise appropriately decommission the Pipe Line with a method reasonably satisfactory to Licensor.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licensor shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licensor's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licensor's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licensor determines and substantiates to Licensee that the Pipe Line endangers or threatens Licensor's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall fill and cap or otherwise appropriately decommission the Pipe Line with a method reasonably satisfactory to Licensor. If Licensee fails to comply with the foregoing within ninety (90) days after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others, except that the Master Crossing Agreement shall control and take precedence over the other agreements.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensor:

Great Western Railway of Colorado, LLC
 Attention: Director, Real Estate
 225 Clayton Street, 4th Floor
 Denver, CO 80206
 Email: nbrown@omnitrax.com

If to Licensee:

Town of Johnstown
 Attention: Town Manager
 450 So. Parish
 P. O. Box 609
 Johnstown, CO 80534
 Email: mlecerf@townofjohnstown.com

WITH A COPY TO:

ATTN: General Counsel
 252 Clayton Street, 4th Floor
 Denver, Colorado 80206
 Email: jspiegleman@omnitrax.com

WITH A COPY TO:

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

Notwithstanding the foregoing, notice may be delivered by electronic mail on the condition that the intended recipient of the electronic mail acknowledges receipt thereof.

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or

involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensors. **Notwithstanding the foregoing, Licensee shall be permitted to assign this License and dedicate, transfer or otherwise convey the Pipe Line to the Town, to a political subdivision or district controlled by the Town or, if approved by Licensors, to a newly formed metropolitan district or other special district.**

- G. Nothing in this License shall be construed to place any responsibility on Licensors for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensors under this License, or failure of Licensors to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensors to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensors, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensors against any and all liens that may be placed against Licensors' property arising from work performed, or materials supplied, on the order of Licensee in its beneficial enjoyment of this License and agrees to promptly satisfy any liens so placed.
- K. In the event Licensors shall incur any costs or expenses, including reasonable attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall, to the extent permitted by law, reimburse Licensors for all such reasonable costs, expenses and legal fees actually incurred as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Colorado without regard to its internal choice of law provisions, and the parties agree venue shall be in the courts of the City and County of Denver or Weld County, State of Colorado, for any action arising under the terms of this License or performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.
- M. Licensors' remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

- O. The Parties shall not be responsible or liable to the other for any loss, damage, delay or non-performance caused by force majeure events, including, but not limited to, accidents, labor difficulties, acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.
- R. Licensors understand and agree that the Town is prohibited by the Colorado Constitution, the Johnstown Home Rule Charter, the Johnstown Municipal Code, and state law from entering into indemnification obligations without appropriations in its budget which it has not made for this Agreement. Accordingly, the Town's indemnification obligations set forth in this Agreement are provided only to the extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensors: **Great Western Railway of Colorado, LLC**

Licensee: **Town of Johnstown**

By:

By:

Name:

Name:

Title:

Title: Town Manager

Date:

Date:

EXHIBIT A

EXHIBIT B



November 15, 2021

Board of Directors
High Performance Transportation Enterprise
Nick Farber, Executive Director
2829 W. Howard Place
Denver, CO 80204

Dear Chair Bowes, HPTE Board and Mr. Farber -

The Fix North I-25 Business Alliance, working in partnership with the North I-25 Coalition, have been strong and supportive allies with CDOT in delivering funding to the North I-25 corridor. We are proud and greatly appreciative of the nearly \$1 Billion in investment made in Segments 6, 7 and 8 of the \$1.6 billion I-25 corridor to deliver expanded capacity through a managed North I-25 Express Lane. Local communities stepped up to partner in the funding by providing invaluable matching funds to demonstrate their commitment to the region and the importance of the corridor to our citizens quality of life, health, and economic health.

But we aren't done. Full funding of the corridor is nearly \$660M+ short of the necessary funds to complete segments 4 and 5 and an additional \$200M short of bringing the Express Lane safely through the entire stretch of North I-25 from Denver to Fort Collins.

Left unfunded, the resulting flow of traffic will be impeded, safety will be compromised, and air quality will be impacted from heightened emissions from congestion.

The spine of Colorado's Front Range, the essential freight corridor linking interstate commerce, and a critical national defense asset, the multi-modal corridor substantially serves as the economic connector of Colorado's fastest growing region - northern Colorado.

The Fix North I-25 Business Alliance strongly and urgently asks the HPTE and the Colorado Transportation Commission to fully pursue all available options to fund to North I-25 Express Lanes Project to full completion. Tremendous progress has been made thus far. We can't stop now.

10 Year Project List - State Allocation

State level funding emerging from the passage of SB 260, state stimulus funds, early federal stimulus funds and the fourth tranche of the SB 19-267 COPs presents the most immediate opportunity to return the North I-25 corridor back to a position of priority on Colorado's funding allocation stage. The northern Colorado region will be fully engaged in the formation of the 10 Year Project List and urge the completion of the critical project that was set in motion 5 years ago on the list.

Federal Infrastructure Bill

The historic passage and signing of the \$1 Trillion Federal Infrastructure Bill sets the stage for a similarly historic investment in Colorado's federal interstate system. Interstate 25 is one of only three nationally

strategic transportation interstate corridors in Colorado that carries 27 percent of the state's vehicle travel. We urge the Colorado Transportation Commission to prioritize the Colorado allocation of one-time additional federal funds to our state's interstate system, including fully funding and completing the critical expansion of the federally overseen interstate roadway, the North I-25 Express Lanes Project.

Such commitment will assure the health and safety of the thousands of Coloradoans, interstate travelers and freight haulers while addressing the important air quality concerns caused by unnecessary congestion along the miles of two-lane interstate.

Public Private Partnership

Absent a commitment to direct state level funding and/or a significant portion of the incoming federal funds towards completion of the north I-25 corridor, HPTE's Unsolicited Proposal Policy provides a very viable funding approach to assess available and willing partners with CDOT to deliver and complete the North I-25 Express Lanes project. We strongly support full pursuit of a P3 option and urge HPTE to move into Phase Two of its full and fair review and evaluation of the pending I-25Now conceptual project proposal. By advancing the I-25Now Proposal, forward progress in the evaluation will move the north I-25 Express Lanes project towards a procurement process and the receipt of viable proposals from private partners.

A P3 option should not be overlooked, nor the process cut short ahead of a full understanding of available, willing and financially secure private partners eager to deliver a complete North I-25 Express Lane. Furthermore, any answer other than the forward progress of a P3 option should come with a solution for the full funding of the North I-25 Express Lane project.

Again, we are beyond grateful for the investments that have been made into the unique multi-modal North I-25 Corridor. Tremendous progress has been made. Let's finish the job!

Sincerely, on behalf of the Fix North I-25 Business Alliance,

Ann Hutchison, President/CEO, Fort Collins Chamber of Commerce

Mindy McCloughan, President/CEO, Loveland Chamber of Commerce

Jaime Henning, President/CEO, Greeley Chamber of Commerce

Rich Werner, President/CEO, Upstate Colorado

Sandra Hagen Solin, Executive Director, Northern Colorado Legislative Alliance

Cc: Lisa Kauffman, Chief of Staff, Governor Jared Polis
Shoshana Lew, CDOT Executive Director
Kathleen Bracke, Transportation Commissioner
Karen Stuart, Transportation Commissioner and HPTE Board Member
Eula Adams, Transportation Commissioner and HPTE Board Member
Don Stanton, Transportation Commissioner and HPTE Board Member

About the Fix North I-25 Business Alliance

The region's business community founded the Fix North I-25 Business Alliance in early 2014 after being informed the two-lane North I-25 corridor wouldn't be expanded until 2075. The Alliance is a project of the

Northern Colorado Legislative Alliance, the joint advocacy arm of the Fort Collins, Loveland and Greeley Chambers of Commerce with Upstate Colorado and One NoCo Economic Development. It has invested significant financial resources in the unified North I-25 effort and the statewide funding conversation to advocate for more transportation funding for Colorado and North I-25.



Town of Johnstown

December 14, 2021

Denise Hoover

RE: Restrictive Dry Up Covenant, Grant of Easement, and Dry Up Credit Agreement

Dear Denise,

The purpose of this letter is to address the above referenced topic regarding a restrictive dry up covenant; grant of easement; warranty of first right to dry up credit; and agreement to assist. On December 13, 2021 Council discussed this proposed agreement and has agreed to provide you with 8 acre-feet credit for the dedicated water. The Town will accept this dry up agreement provided the following conditions are met and completed:

1. The water detail in the agreement must be dedicated to the Town. If dedicated an allocation of 8 acre-feet of credit will be provided for this water.
2. Conveyance of 2 shares in the Gard Lateral to the Town.
3. As part of the expectation for 8 acre-feet, at the time of dedication a water court transfer fee will be paid to the Town equaling \$300 per SFE; 8 acre-feet = 16 SFE.
4. Full payment by either the seller or the purchaser of the water shares for 100% of the costs incurred by the Town for review, document drafting, and other consulting services related to the water matters referenced in this letter.

If you have any additional comments or questions, please contact me at your convenience.

Regards,

Matt LeCerf
Town Manager

The Community That Cares

johnstown.colorado.gov

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

***RESTRICTIVE DRY-UP COVENANT; GRANT OF EASEMENT;
WARRANTY OF FIRST RIGHT TO DRY-UP CREDIT;
AND AGREEMENT TO ASSIST***

THIS COVENANT, Agreement, Warranty and Easement (“Covenant”) are made and given this __ day of _____, 2021, by Denise Hoover, owner of real property in Larimer County, Colorado (collectively, “Owner”), and accepted by the Town of Johnstown, a home rule municipal corporation of the State of Colorado (“Town”).

RECITALS

WHEREAS, Owner entered into an agreement with Centerra Commercial, LLC a Colorado limited liability company (“Developer”), dated on or about October 29th, 2021, whereby Owner agreed to sell, transfer and assign and Developer agreed to accept one (1) share of the Capital Stock of The Consolidated Home Supply Ditch and Reservoir Company represented by stock certificate number(s) number 5880 (“Water Rights”);

WHEREAS, Owner has historically used the Water Rights to irrigate approximately 5.91 acres of real property located in Larimer County, Colorado, depicted on Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, Owner recognizes, acknowledges and agrees that Developer intends to dedicate the Water Rights to the Town, to be used for municipal purposes, including augmentation and exchange purposes, and in order to effect such uses, the Water Rights will need to be changed permanently in an appropriate change of water rights proceeding before the District Court, Water Division No. 1, State of Colorado (“Water Court”), from irrigation to municipal, augmentation and/or exchange purposes;

WHEREAS, for purposes of this Covenant, the term “Property” shall include all the real property described in Exhibit B, attached hereto and incorporated herein by reference, which includes the real property depicted on Exhibit A;

WHEREAS, Owner understands and agrees that the Town, in its discretion, may request or the Water Court may require, as a term and condition of such change, that the Property be dried up and not used for irrigation; and

WHEREAS, Owner understands and agrees that, upon dedication of the Water Rights to the Town, the Town shall have the right to rely upon and enforce this Covenant.

AGREEMENT

NOW, THEREFORE, in consideration of the purchase of the Water Rights by Developer, and other good and valuable consideration, the receipt and sufficiency of which Owner acknowledges, Owner hereby covenants, agrees and grants as follows:

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

2. From and after the date hereof, Owner covenants and agrees to permanently discontinue irrigation of the Property with any water diverted pursuant to the Water Rights. For the purposes of this Covenant, irrigation with water diverted pursuant to the Water Rights includes irrigation with wells augmented by the Water Rights. Owner further covenants and agrees that, except in compliance with the provisions of paragraph 5, below, the Property shall not be irrigated by any water tributary to the South Platte River.

3. Owner, at its sole expense, shall take any action necessary to accomplish the full and complete establishment of a self sustaining dry land vegetative ground cover on all of the Property and eliminate any consumptive use of water for irrigation purposes on the Property as may be determined and/or required by a judgment and decree entered in any case involving the change or exchange of any of the Water Rights, or by the State Engineer, State of Colorado, in any approval by his office of a substitute water supply plan entered pursuant to the provisions of Section 37-92-308, Colorado Revised Statutes, as the same may be amended or replaced, during the duration of such plan. Owner further agrees that it will not take any actions that would violate such court order or decree.

4. Upon Developer's dedication of the Water Rights to the Town, Owner hereby grants to the Town a non-exclusive perpetual easement for the purpose of providing a reasonable means for the Town and its agents, as well as the State Engineer of the State of Colorado and agents thereof, to obtain access to and over the Property as may be necessary to monitor, conduct site inspections, install observation wells or lysimeters, perform soil evaporation and plant transpiration tests, vegetative studies and surveys, and take other reasonable actions to effectuate and enforce this Covenant and to confirm the dry-up and revegetation of the Property as may be required by the State Engineer or by any court or tribunal of competent jurisdiction.

5. Unless otherwise required by any decree changing the Water Rights, or allowing such rights to be exchanged, or by the conditions of any substitute water supply plan as may be approved by the State Engineer, this Covenant shall not prohibit the Owner or Owner's successors and assigns from irrigating the Property with water rights which may in the future be transferred to such Property and for such use through an appropriate Water Court proceeding, irrigating the Property with water from a well or wells to be constructed in the future that are authorized to pump pursuant to a Water Court-approved plan for augmentation, irrigating the Property with water that is not tributary to the South Platte River, to include not-nontributary water that is duly augmented, or irrigating the Property with treated water supplied by a municipality or a water district.

6. In the event that Owner, or Owner's successors or assigns, defaults in its obligations to dry up and revegetate the Property as required by this Covenant, the easement described herein also shall entitle the Town, at Owner, or Owner's successors or assigns, to take all actions necessary to accomplish the dry-up and revegetation of the Property, including, but not limited to, the construction of drainage and conveyance ditches, monumenting dried up acreage, revegetating with drought resistance plants, and removing and filling in of all or portions of irrigation ditches or farm laterals. Owner, and Owner's successors or assigns, shall be jointly and severally responsible for all direct and indirect costs incurred by Town to cure Owner's default.

7. The Property shall not be planted with, nor have upon it, any alfalfa or similar deep rooted crop, and any alfalfa or similar deep rooted crop presently existing, or which may exist in the future, shall be eradicated by Owner by deep tilling, chemical treatment or other means, unless otherwise allowed by the Town in a signed writing.

8. This Covenant shall burden, attach to and run with the Property, and shall be binding not only upon the Owner, but also upon Owner's heirs, successors and assigns and any other persons or entities which may acquire an ownership or leasehold interest in all or any portion of the Property. This Covenant shall also run with and benefit the Water Rights. The terms and provisions of this Covenant shall not expire and shall be perpetual unless specifically released in writing by the Town. This Covenant may be enforced by the Town or by any party having any right, title or interest in the Water Rights or by the State Engineer of the State of Colorado, at any time in any action at law or in equity.

9. Owner further warrants and represents that this Covenant shall entitle the Town to the first and prior right to claim credit for the dry-up or nonirrigation of the Property. Owner shall reasonably cooperate with the Town to demonstrate the dry up and revegetation of the Property. Owner agrees to provide the Town with all assistance the Town may reasonably require in regard to the above-referenced change of the Water Rights, including but not limited to providing affidavits and testimony before the Water Court, at no cost to the Town.

10. Notwithstanding the provisions of this Covenant, prior to establishing dry up of the Property as set forth herein, the Town may, in its discretion, enter into a written lease agreement with the Owner for irrigation of the Property for a limited duration. During the term of said lease agreement, the requirements of paragraphs 2-7, above, shall be suspended. The lease agreement shall not be valid, under any circumstances, once the Water Rights are used for municipal, augmentation and/or exchange purposes by the Town.

11. This Covenant may be enforced by the Town or by any party having any right, title or interest in the Water Rights or by the State Engineer of the State of Colorado, at any time in any action at law or in equity.

12. This Covenant shall be recorded in the real property records in the office of the Larimer County Clerk and Recorder.

OWNER

By: Denise Hoover

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Denise Hoover.

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

Accepted for and on behalf of _____:

Title:

Date: _____, 20___.

EXHIBIT A
Depiction of Irrigated Parcels



EXHIBIT B
Legal Description of Property

EXHIBIT B
Legal Description of Property

PROPERTY DESCRIPTION: 6231 E. Co. Rd. 18, Loveland, CO
File No.: I-92-3554

A portion of the SE 1/4 of the SE 1/4 of Section 22, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the South line of the SE 1/4 of said Section 22 as bearing S 89°57'30" W and with all bearings contained herein relative thereto; BEGINNING at a point on the South line of the SE 1/4 of said Section 22 which bears S 89°57'30" W 650.76 feet from the SE corner of said Section 22; thence continuing along said Section line S 89°57'30" W 325.38 feet; thence N 00°05'30" E 1327.76 feet more or less to the North line of the SE 1/4 of the SE 1/4; thence along said North line N 89°54'40" E 325.38 feet; thence S 00°05'30" E 1328.03 feet to the POINT OF BEGINNING. EXCEPT the South 50 feet as dedicated for County Road purposes.



Western Land and Water LLC
 27455 WCR 15, Johnstown, CO 80534 970.204.9300
 Lar@LarVoss.com

23276152.2



Town of Johnstown

Building Permit Statistics

October, 2021

Single Family Residential		Commercial	
Issued ytd	149	*New Building Issued ytd	14

Other Residential		Other Commercial	
(basements/alterations/additions)		* (tenant finish/alterations/additions)	
Issued ytd	156	Issued ytd	30

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$49,390,962)	(\$55,543,936)
Building permit fees	\$422,274	\$446,828
F&F or <u>F&F Credit</u>	\$0	\$5,000
Paving	\$0	\$0
Water Upgrade	\$375	\$0
Water & Sewer Reimbursement	\$4,893	\$0
Raw Water Development Fee	\$1,104,898	\$215,500
Water Meter	\$73,695	\$7,551
Water Tap	\$959,113	\$236,931
Sewer Tap	\$786,720	\$78,130
Regional Sewer Development fees	\$807,500	\$0
Sewer Inspection Fee	\$14,900	\$1,100
Park	\$74,500	\$0
Use Tax	\$821,204	\$515,016
Larimer Use Tax	\$72,187	\$99,232
Open Space Impact Fee	\$177,906	\$0
Library Impact Fee	\$171,052	\$0
Public Facilities Impact Fee	\$224,777	\$251,998
Police Facilities Impact Fee	\$109,217	\$88,375
Transportation Facilities Impact Fee	\$413,773	\$847,713
Traffic Signal	\$837	\$0
School District Fee	(\$94,892)	N/A
TOTAL FEES (YTD)	\$6,239,821	\$2,793,374

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

Single family, duplex, 4-plex						
Year	Issued	Month avg		Year	Issued	Month avg
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	149	14.90
1996	145	12.00				
1997	143	11.92				
1998	175	14.58				
1999	145	12.08		TOTAL	5255	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

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The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 7:15. Chad Young, Debi Sauer, Corina Strickland, Sheryl Ballard and Director Kristi Plumb were in attendance. Jenna Hall was absent.

September 2021 minutes were approved. The financial report for September was reviewed and approved as follows:

September beginning balance	\$ 68,041.33	Petty Cash beginning balance	\$ 1,607.84
Inflow	95,192.34		-0-
Outflow	26,681.34		-0-
Transfers	-0-		-0-
Ending balance	\$ 136,552.33		\$ 1,607.84
CO Trust: \$ 5,107,393.97			

Director's Report:

Artist-in-Residence: History of Milliken High School (1917-62) displayed by Milliken Historical Society!

Staff: New hire Alyse Bieber began this week. North Range Behavioral Health will be training Staff on how best to interact with patrons in crisis (recent incidents alerted this need).

Building: Elemental Landscaping completed a cedar fence around the most west mechanic unit. October 4th closure allowed successful light bulb replacement and repair of the backflow preventer. Men's room exhaust fan will be reinstalled October 20th. Fransen Pittman will be on site October 20th for a walk/talk regarding new entry doors/entryway remodel, carports/solar/car charging station and sidewalk grates. Don Gardner will be bringing more plant pots to adorn our entry!!

Programming: Coffee & Crafts was well attended in Milliken. Teen Laser Tag has been hugely popular! Longmont Museum reached out with a year's membership for \$60!

Maker Space: Staff traveled to neighboring libraries on October 4th to tour Maker Spaces-the push is on...Dylann has researched equipment and recommends starting with the purchase of a vinyl cutter-will be purchased this year!

Outreach: Very busy... 'Welcome Autumn' event sponsored by Amy Tallent was a great success~300 attendees. Vaccination clinic today administered 53 flu and 7 COVID shots-Weld County Health Department will contribute to advertising costs for the clinics. Kristi spoke with Delta Kappa Gamma and put on her Hero cape for 6 classes of kindergarten and first graders at Letford Elementary. 5 classes of Pioneer Ridge 3rd graders and 4 classes of Letford 5th graders toured the Library. RHS Dairy Judging Team 'competed' in the large meeting room. Story Time Share-a-thon was attended by 11 library peers.

Pending: Collaborating with the Town of Johnstown will enable full time (32+ hours) staff to be eligible for health insurance and retirement benefits-Debi will clarify. Impact fees-able to apply to outdoor classroom-Chad will research. Solar support from Town-Chad will inquire. Carports/solar quotes-Sheryl will research.

Holiday Gathering will be December 3rd 6-9 pm at Top Golf.

Meeting adjourned at 8:50 pm. Next meeting will be November 16, 2021.

September stats: Johnstown –door count: 5739 circulation: 7928
 Milliken – door count: 462 circulation: 491

Respectfully submitted, Sheryl Ballard, secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - OCT 2021			Y-T-D	2021 BUDGET		Notes
						Item #25.
BEGINNING CHECKING BALANCE		\$ 136,552.33	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 694.45	\$ 3,500.00		
	Interest	\$ 5.11	\$ 1,896.52	\$ 60,000.00		
	Misc Income	\$ 36.70	\$ 1,878.45	\$ 7,500.00		
	Investments	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 94,804.75	\$ 1,068,840.24	\$ 1,138,005.00		
	High Plains Library District	\$ -	\$ 550,267.28	\$ 550,267.00		
	Transfer from Reserve Account	\$ -	\$ 122.95	\$ -		
INFLOWS TOTAL		\$ 94,846.56	\$ 1,623,699.89	\$ -		
TOTAL AVAILABLE FUNDS		\$ 231,398.89		\$ 1,779,272.00		
OUTFLOWS	Advertising	\$ 2,207.48	\$ 18,343.48	\$ 22,000.00		
	Audio/CD -37	\$ 989.13	\$ 4,983.45	\$ 12,000.00	142	
	Books - 228	\$ 2,901.53	\$ 30,743.42	\$ 50,000.00	2412	Milliken \$20.70
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		(M - \$5000 in bks. HPLD grant)
	Computer Expenses	\$ -	\$ 1,897.93	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ 13,241.90	\$ 45,000.00		Milliken - \$6829.40
	Insurance, Bldg. Contents	\$ -	\$ -	\$ 5,000.00		
	Investments	\$ 75,000.00	\$ 1,125,000.00	\$ 684,772.00		
	Legal Fees/Consulting Fees	\$ -	\$ 148.00	\$ 10,000.00		
	Maintenance	\$ 5,916.39	\$ 37,580.13	\$ 60,000.00		
	Memberships/Licenses	\$ 15.94	\$ 468.39	\$ 2,500.00		*Bessie Minor grant
	Outreach/PCC	\$ -	\$ 7,194.91	\$ 10,000.00		\$1,065
	Professional Enrichment	\$ 150.06	\$ 466.85	\$ 5,000.00		
	*Programming/Gifts \$845.82	\$ 452.05	\$ 10,829.98	\$ 15,000.00		Milliken - \$265.38
	Salaries/Bonuses	\$ 93,509.75	\$ 245,926.77	\$ 450,000.00		
	Subscriptions, Periodicals	\$ -	\$ 2,463.05	\$ 5,000.00		
	Supplies, Janitorial	\$ 112.89	\$ 671.31	\$ 3,000.00		
	Supplies, Library	\$ 381.83	\$ 3,982.30	\$ 12,000.00		Milliken - \$281.75
	Telephone	\$ 476.67	\$ 5,072.46	\$ 8,000.00		
	Utilities	\$ 3,729.10	\$ 26,948.16	\$ 40,000.00		
	Video/DVD - 22	\$ 472.28	\$ 3,294.78	\$ 10,000.00	160	Milliken - \$14.25
	Worker's Comp.	\$ -	\$ -	\$ 3,000.00		**Interior Refresh
	**Capital Improvement	\$ -	\$ 58,748.92	\$ 320,000.00		\$23,436.00
	Transfers	\$ -	\$ -	\$ -		**Landscaping
OUTFLOWS TOTAL		\$ 186,315.10	\$ 1,598,006.19	\$ 1,779,272.00		\$19,727.92
ENDING CHECKING BALANCE		\$ 45,083.79				**Mechanical Upgrades
						\$15,585.00

						Notes
BEGINNING PETTY CASH BALANCE		\$ 1,607.84				
	Outreach	\$ 100.00				
ENDING PETTY CASH BALANCE		\$ 1,507.84				
BEGINNING RESERVE ACCOUNT BALANCE		\$ -	Y-T-D			
	Interest	\$ -	acct. closed			
ENDING RESERVE ACCOUNT BALANCE		\$ -				
	COLORADO TRUST INVESTMENT		Y-T-D			
BEGINNING BALANCE		\$ 5,107,393.97				
	Income - 0.0167%	\$ 72.94	\$ 1,838.01			
	Contribution	\$ -				
ENDING BALANCE		\$ 5,182,466.91				

Item #25.

PROPOSED AMENDMENTS TO SECTION 16-302, JOHNSTOWN MUNICIPAL CODE

Sec. 16-302. Permitted uses.

(a) PUD-R, Planned Unit Development Residential District:

- (1) Intent. The PUD-R District is created to support private residential development by providing incentives encouraging the use of innovative design techniques in order to achieve high quality residential development.
- (2) Size. There is no minimum size for the PUD-R District.
- (3) Uses permitted. Within the PUD-R District, the following uses shall be permitted, subject to meeting all applicable criteria and regulations:
 - a. Any permitted use, conditional use and accessory use allowed in the SF-1, SF-2 and MF-1 districts.
 - b. Mobile home parks and subdivisions, provided that they are of not less than fifty (50) spaces and do not exceed a density of seven (7) units per acre.
 - c. Consumer goods and services including neighborhood commercial, provided such uses are secondary to the permitted uses; satisfy convenience center criteria as identified in the Comprehensive Plan; are designed to serve primarily the residents of the development; and are harmoniously incorporated into the total design of the PUD.
 - d. Churches, schools and other nonresidential, noncommercial uses provided such uses meet all requirements for lot area, width, height, yards and setbacks prescribed in the underlying district, or the standards of the zoning district which correspond to the land use designation of the Comprehensive Plan.
 - e. If applicable, any use not identified above, however permitted in the underlying zoning district.

(b) PUD-I, Planned Unit Development Industrial Park District:

- (1) Intent. The PUD-I District is created to provide for the construction of planned office and/or industrial parks. It is intended to promote the grouping of office and/or industrial uses in such a manner so as to provide well planned access and parking areas, adequate fire and safety controls, landscaped open space, harmonious relationship between structures, and architectural controls. This district is intended to encourage compatibility between all areas similarly zoned by setting minimum design standards.
- (2) Size. There is no minimum size for the PUD-I district.
- (3) Principal permitted uses. Within a PUD-I district, the following uses shall be permitted subject to meeting all applicable criteria and regulation:
 - a. Any permitted, conditional or accessory use allowed in the Gateway and I-1 zones.
 - b. If applicable, any use not included above but permitted in the underlying zoning district.

(c) PUD-B, Planned Unit Development Business District:

- (1) Intent. The PUD-B District is created to provide for construction of planned business and shopping centers. It is intended to promote the grouping of consumer oriented professional and business uses and to provide areas large enough to establish harmonious relationships between structures, people

and motor vehicle impact with the use of well planned parking access, pedestrian walkways, courtyards, malls and landscaped open space.

- (2) Size. There is no minimum size for the PUD-B district. Any business development which is substantially dependent upon shared access, parking and other facilities with other lots should be developed as a PUD.
- (3) Uses permitted. Within the PUD-B District, the following uses shall be permitted, subject to meeting all applicable criteria and regulations:
 - a. Any nonresidential permitted use, conditional use or accessory use allowed in CB or SC Districts.
 - b. Residential uses, provided such use mix is found to be beneficial to the Town, consistent with the Comprehensive Plan and compatible with the surrounding uses.
 - c. If applicable, any use not included above, however permitted in the underlying zoning district.
- (d) PUD-MU, Planned Unit Development Mixed-Use District:
 - (1) Intent. The PUD-MU Mixed Use District is created to allow the integration of ~~higher~~mixed-density residential, commercial and employment/light industrial development within an area so as to facilitate the formation of a self-sustaining project. Light industrial uses are permitted, provided that they complement the commercial uses and do not substantially negatively impact the residential uses. The following provisions apply to the PUD-MU District:
 - a. The developer must establish that a special type of business and professional community will be created in which the addition of residential units would be a benefit to the business and professional development and the citizens who occupy the residential units.
 - b. The land use arrangement, physical design and amenities of the PUD-MU District will be considered for their benefit to the citizens who would occupy the planned residential units.
 - c. The number of residential units that may be built is flexible, but said number must achieve an acceptable proportion with commercial development to allow the development to be self-supporting. A fiscal impact study may be required to determine if the plan is self-supporting.
 - d. Retail uses shall be consistent with the land use designation of the Comprehensive Plan or otherwise be consistent with the criteria for neighborhood or convenience commercial.
 - e. Mixing various types of residential units and neighborhood commercial uses is typically appropriate in a PUD MU. If larger or more intensive commercial uses or warehouse or industrial uses are included, it is the intent of the Town that they have access from arterial streets that do not pass through residential neighborhoods in the PUD, that truck access be isolated from typical pedestrian and light vehicle circulation patterns, and that such uses be buffered from residential and mixed-use neighborhoods with appropriate combinations of separation, berms, landscaping, walls and fences.
 - f. The following residential unit types are allowed in a PUD MU: any residential unit type allowed in the SF-1 and SF-2 District; any residential unit type allowed in the MF-1 District; in commercial areas of a ~~MU~~PUD MU, residential uses above the first floor.
 - g. The following commercial uses are allowed in residential or mixed residential-commercial portions of a PUD MU: any commercial use allowed in the NB District; the size limit on individual establishments set forth in the NB District shall apply in the residential or mixed residential-commercial portions of a PUD MU, but the size limits imposed on centers and the setback requirements from other uses applicable to the NB District shall not apply in these sections of the PUD MU.

- h. Commercial and industrial development within a PUD shall be located so as not to create undue traffic congestion or street hazards. Location of sufficient off-street parking and loading area shall be determined as appropriate to the particular PUD. Consideration shall be given to anticipated pedestrian, bicycle and vehicular impacts, adjacent development providing multiple use of off-street parking facilities and the types of commercial uses implicated.
 - i. Parking areas, service areas, buffers, entrances, exits, yards, courts, landscaping, graphics and lighting shall be designed as integrated portions of the total PUD.
 - (2) Size. There is no minimum size for the PUD-MU District.
 - (3) Uses permitted. Within a PUD-MU District, the following uses shall be permitted subject to meeting all applicable criteria and regulations: any permitted, conditional or accessory uses allowed in PUD-R, PUD-B, PUD-NC, Gateway and Gateway Commercial Districts.
 - (4) Supplemental mixed use regulations:
 - a. Multifamily dwellings may be constructed above commercial uses, provided that there is separate access to dwelling units.
 - b. No commercial uses shall occupy the same floor as occupied by dwelling units.
 - (e) PUD-V, Planned Unit Development Village District.
- (Ord. 99-615 §1; Ord. 2010-117 §§8, 12)